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 18, 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 2/11/14 and 2/18/14

b. Order for Payroll period ending 2/12/14 Bi-Weekly #4

c. Order for Supplemental Payroll period ending 2/12/14 Bi-Weekly #4

d. Monthly Financial Report for period ending 12/31/13

e. Monthly Financial Report for period ending 1/31/14

f. Order for monthly Health Insurance Claims made by Boon Chapman for month ending 1/31/14

*2. Receive and file *Summary of Bi-Weekly Personnel Movements pay period #3, January 16-29, 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. Consideration of *ratification of the City of Galveston's nomination for the Gulf Coast Water Authority* submitted by the County Judge.

*5. Consideration of *ratification of the Galveston County Medical Society's nomination for the United Board of Health* submitted by the County Judge.

*6. Consideration of *approval of reappointment to the Galveston County Investment Committee* submitted by the County Judge.

*7. Consideration of *authorizing the advance funding to the Park Board for the FEMA Project Worksheets #12851 for the restoration of the Pocket Park 2 Pavilion* submitted by Commissioner, Precinct 2.

*8. Consideration of a *resolution supporting the Lone Survivor Foundation and the Texas Frog Festival* submitted by the County Judge.

*9. Consideration of *approval of the renewal of 11 Texas Lawyer's Insurance Exchange Professional Liability policies* submitted by the County Judge.

*10. Consideration of *approval of blanket crime shield policy* submitted by the County Judge.

*11. Consideration of *approval of Errors and Omissions for the office of the District Clerk* submitted by the County Judge.

*12. Receive and File *FY2013-2014 First Quarter Investment Report* submitted by the County Treasurer

*13. Receive and File *FY 2013-2014 Broker/Dealer* submitted by the County Treasurer.

*14. Consideration of *contract approval for grease trap cleaning provided by Texas Acquisition Grease dba A-Affordable Grease Services for Galveston County Jail, Fire Station #5 and Juvenile Justice Center* submitted by Facilities.

*15. Consideration of *execution of a Resolution appointing Claudette Fickessen as special commissioner to sell the County's easement rights on excess property obtained for the Texas City Hurricane-Flood Protection Levee* submitted by Right of Way.

*16. Consideration of *application from Rena Tambrella and Jerry Tinnell to convey portions of Lots 20 & 21, HB Baylan Survey, Abstract 636 in Santa Fe by metes and bounds without revising the plat* submitted by the County Engineer.

*17. Consideration of *approval of a Facility Use Agreement for the use of Walter Hall Park between the County of Galveston, Texas and the League City Lions Charities, Inc. for*

the purpose of holding the 60th Old Time Village Fair and Texas Music Festival (Village Fair) on May 8-11, 2014 submitted by Parks Dept.

*18. Consideration of *approval of a Facility Use Agreement for the use of Gregory Park between the County of Galveston, Texas and the Bolivar Peninsula Chamber of Commerce for the purpose of holding the 29th Annual Texas Crab Festival on May 9-11, 2014* submitted by Parks Dept.

*19. Consideration to *award ceramic contract to Jackie Brahms* submitted by Parks & Senior Services.

*20. Consideration of *authorizing County Judge to execute renewal contract between Galveston County, Galveston County Children's Services Board, and UTMB to provide services for child abuse investigations* submitted by the Community Services Director.

*21. Consideration of a *resolution authorizing the application of the Juvenile Justice Delinquency Prevention Grant for Hope Academy* as submitted by the Grants Manager.

*22. Consideration of *a resolution authorizing the application of the Adult Drug Court Program Grant* as submitted by the Grants Manager.

*23. Consideration of a *resolution authorizing the application of the Victim's Assistance Grant* as submitted by the Grants Manager.

*24. Consideration of a *resolution authorizing the application of the Juvenile Justice Grant* as submitted by the Grants Manager.

*25. Consideration of a *resolution authorizing the application of the Violence Against Women Act Grant* as submitted by the Grants Manager.

*26. Consideration of *authorizing the County Judge to execute the following Financial Assistance Program Contracts* submitted by Community Services Director:

a. Salvation Army

b. St. Vincent's House

*27. Consideration of *approval for signatory authority of the SRL Tri-Party Agreement and Model Acknowledgment of Conditions,* submitted by the Housing Department.

*28. Consideration for *authorization to rebid the following bids* submitted by the Purchasing Agent:

a. Bid #B092015 Vending Machine Services for Galveston County

b. Bid #B112010 Altosid Pellets (IGR)

c. Bid #B112011 Altosid Liquid & Larvicides 5% and 20%

d. Bid #B112012 Electrical Parts & Supplies

e. Bid #B112013 Portable Toilet Service - Bolivar Peninsula

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

a. 14-038-0218-A
Human Resources
Request for reclassification of position #1-Director of Human Resources.

*30. Consideration of *granting authority to County Judge to sign Resale Deed on the following tax foreclosed properties* submitted by the County Judge:

a. **CAD#: 7056-0000-0224-002**

b. **CAD#: 0632-0004-000-000**

*31. Request for *Waiver or Refund of Penalty and Interest Due to Clerical Errors as Recommended by Penalty and Interest Review Committee* submitted by the Tax Assessor/Collector:

a. **Suzanne Tidwell**
3568-0000-0013-001
2012 $139.74

b. **Marsha Wallace**
5568-0002-1406-000
2012 $6,035.16

c. **Reynaldo Hanco**
3370-0006-0012-000
2011 $80.41

*32. Consideration of *Request for Tax Refund in Excess of $2,500.00* submitted the Tax Assessor/ Collector:

a. **8600-0681-0878-000**
$30,092.02 Over Payment

b. **4481-0001-0043-000**
$5032.40 Over Payment

*33. Request for *Reconsideration of Denial of Request for Waiver or Refund of Penalty and Interest as Recommended by the Penalty and Interest Review Committee* submitted by the Tax Assessor/Collector:

a. **Brent & Michelle Lyle**
R408343
2012 $33.58

b. **Brent & Michelle Lyle**
R133377
2012 $593.75

c. **Michele Lyle**
P504509
2012 $35.24

d. **Robert & Carolyn Bohn**
R132958
2012 $563.90

e. **Robert & Carolyn Bohn**
R306209
2012 $441.97

Action Agenda

34. **Commissioner, Precinct 1**

a. Consideration of approval of amendments to county park use fee policies.

35. **Commissioner, Precinct 3**

a. Consideration of providing a one-time lump sum payment 260,000 to the City Of Galveston to be applied to the Seawall Blvd Repaving project between 39th Street and Ferry Rd with the following provisions submitted by Commissioner, Precinct 3:

1. The city will enter into an agreement with TXDOT for the repaving project.

2. The city will enter into an agreement with TXDOT for the repaving project.

36. **Community Services**

a. Consideration of the acceptance of the Juvenile Mental Health Services Project

Grant award from the State Criminal Justice Planning Fund as submitted by the Grants Manager.

b. Consideration of the acceptance of the TCEQ Solid Waste Implementation Program Grant award as submitted by the Grants Manager.

c. Consideration to approve selected architectural firm, for Hurricane Ike CDBG Round 2.2 San Leon MUD building project, presented by the CDBG Project Coordinator.

37. **County Engineer**

a. Consideration of a permit to Dow Hydrocarbons and Resources LLC to install a 12" pipeline under the Texas City Hurricane Levee adjacent to the La Marque Pump Station.

38. **County Legal**

a. Consideration of authorizing the County Judge to execute an Interlocal Agreement Between the Dickinson Independent School District and the County of Galveston for the Provision of Medical Services to Dickinson Independent School District Employees and their Dependents, to Dickinson Independent School District Eligible Retirees and their Dependents and Dickinson Independent School District COBRA Eligible Ex-Employees submitted by County Legal.

b. **Break into Executive Session:**

c. **Executive Session**: Texas Government Code § 551.071, Consultation with Attorney: rendering legal advice about pending or contemplated litigation or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct conflicts with the Open Meetings Act relating to EEOC Charge No 460-2014-00920, In re A.N., before the U.S. Equal Employment Opportunity Commission.

d. **Executive Session**: Texas Government Code § 551.071, Consultation with Attorney: rendering legal advice about pending or contemplated litigation or on a matter in which the duty of the attorney to the County under the Texas Disciplinary Rules of Professional Conduct conflicts with the Open Meetings Act relating to Cause No 12-CV-3164; Kathy Ann Sterling v. Melissa Rene Collins and Galveston County; In the 405th Judicial District, Galveston County, Texas.

e. **Executive Session:** The Commissioners' Court will enter into executive session as permitted under the Texas Open Meetings Act, Texas Government Code section 551.074, Personnel Matters: to deliberate the appointment, duties, or

evaluation of the persons to serve in the following positions: (1) Director of the Galveston County Human Resources Department; and (2) Galveston County Budget Officer/Director of the Galveston County Professional Services Department.

f. **Reconvene Into Regularly Scheduled Meeting.**

g. Consideration of authorizing settlement of Cause No 12-CV-3164; Kathy Ann Sterling v. Melissa Rene Collins and Galveston County; In the 405th Judicial District, Galveston County, Texas, and authorizing Barry Willey to sign any necessary documents.

h. Deliberations concerning the appointment of the Director of the Galveston County Human Resources Department.

i. Deliberations concerning the appointment of the Galveston County Budget Officer/Director of the Galveston County Professional Services Department.

j. Consideration of Adoption of FY 2013-2014 Investment Policy submitted by County Legal.

39. **Purchasing**

a. Request authorization to utilize a cooperative purchase for one (1) motor grader for Road & Bridge.

b. Consideration for authorization of the following RFPs:

1. RFP #B131028A - RFP #B131032A and RFP #B141013 - RFP #B141021 Various Trades for the Records Storage Facility

Adjourn

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 27, 2014

Honorable District Judges of Galveston County and
Honorable Members of the Galveston County Commissioners Court

The unaudited and unadjusted Monthly Financial Report of Galveston County, Texas, for the month ended December 31, 2013, is hereby submitted as required by Local Government Code §114.023 and §114.025. The statements are prepared and reported on a modified accrual basis of accounting, which is not in accordance with generally accepted accounting principles.

Included in the report are:

- Governmental Funds Balance Sheet
- Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance
- Statement of Cash Balances on hand at the beginning and end of the fiscal year, with aggregate receipts and disbursements by Fund
- Statement of Transfers To and From each Fund
- Statement of Bond Indebtedness with corresponding rates of interest
- Summarized budget statement showing:
    - Expenses paid from the budget for the month and for fiscal year-to-date,
    - Encumbrances against the budgets, and
    - Amounts available for further expenditures.

Due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports. I have not compiled, reviewed, or audited these financial statements and do not provide any assurance as to their accuracy. These financial statements were prepared by the County Auditor's office staff. The financial accounting records were maintained with objectivity and due professional care, including the professional standards of the American Institute of Certified Public Accountants, the Government Finance Officers Association, and the Governmental Accounting Standards Board.

If you need clarification or have questions, please do not hesitate to call me for more information at 409/770-5301.

After submission, this report can be seen on the internet at:
http://www.galvestoncountytx.gov/ao/Pages/FinancialReports.aspx.

Respectfully submitted,

Randall Rice, CPA
County Auditor

Galveston County, Texas
Unaudited Balance Sheet
Governmental Funds
December 31, 2013 and 2012

	December 31, 2013	December 31, 2012
Assets:		
Cash And Cash Equivalents	30,953,935	47,538,777
Equity in Pool Cash	72,128,072	85,036,521
Taxes Receivable-Current	76,479,118	89,271,437
Taxes Receivable-Delinquent	5,607,343	6,135,053
Interest and Penalties-Taxes	4,071,335	4,190,802
Undistributed Funds	25,157,219	20,546
Accounts Receivable	883,803	2,022,796
Unbilled Accounts Receivable	4,872,355	5,569,368
Unbilled A/R-Grants	9,553,912	13,355,693
Due frm Othr Govt Fns/Entities	11,295,734	5,187,932
Due from other funds	306	198,366
Due from Others	3,545,610	4,090,354
Inventory-Materials/Supplies	801,616	587,133
Prepaid Items	5,117	9,950
P Card Clearing Account	250,310	0
Total Assets	$245,605,792	$263,214,735
Liabilities:		
Vouchers Payable	3,819	2,296,103
Accounts Payable	1,055,071	724,578
Salary and Benefits Payable	218	6,179
Retainage Payable	299,935	5,159,690
Due to Other Govt Fnds & Agcy	361,128	552,316
Due to Other Funds	306	198,366
Due to Others	1,453,288	3,151,298
Interest Payable	133,536	130,384
Deposits Held	897,938	906,072
Escrow Deposits	170,229	168,112
Deferred Revenue *	86,936,411	14,900,794
Total Liabilities	91,311,885	28,193,899
Fund Balance:		
Non-Spendable	801,616	587,133
Restricted	84,028,476	112,929,422
Assigned	7,908,011	7,693,528
Unassigned	61,555,801	113,810,752
Total Fund Balance	154,293,906	235,020,835
Total Liabilities and Fund Balance	$245,605,792	$263,214,735

** The large variance between years Is due To a change In accounting treatment. In prior fiscal years, only the ad valorem taxes still receivable at 1 August, And thus Now delinquent, were recorded As deferred revenue. Beginning In fiscal Year 2014, total ad valorem taxes receivable were recorded As deferred revenue at the beginning of the fiscal Year, And reclassified from that account To revenue As they are collected.*

Galveston County, Texas

Unaudited Statement of Revenues, Expenditures, and Changes in Fund Balance

Governmental Funds

For the Fiscal Years Ended December 31, 2013 and 2012

	December 31, 2013	December 31, 2012
Revenues:		
Taxes *	49,511,261	123,589,998
Licenses and Permits	578,439	564,657
Intergovernmental Revenues	3,228,033	1,579,581
Charges for Services	2,074,561	2,158,946
Fines and Forfeitures	611,625	557,704
Other Revenue	670,441	1,998,992
Total Revenues	$56,674,363	$130,449,881
Expenditures:		
Personal Services	17,366,530	16,264,865
Supplies	1,444,972	1,909,746
Other Services and Charges	9,218,421	8,771,163
Inter/Intragovernmental Exp.	1,711,180	180,360
Other Expenses	6,175	508,302
Capital Outlay	620,198	6,563,604
Debt Service	1,996	1,600
Total Expenditures	30,369,475	34,199,642
Excess (Deficiency) of Revenues Over (Under) Expenditures	26,304,888	96,250,238
Other Financing Sources and Uses:		
Interfund Operating Transf In	2,083,125	1,970,743
Proceeds-Capital Asset Disp	21,913	66,480
Interfund Operating Tsfs Out	(2,083,125)	(2,810,618)
Total Other Sources (Uses)	21,913	(773,394)
Net Change in Fund Balances	26,326,802	95,476,844
Fund Balance - Beginning	127,967,104	139,543,991
Fund Balance - Ending	$154,293,906	$235,020,835

** The large variance between years is due to a change in accounting treatment. In prior fiscal years, total ad valorem taxes receivable were recorded as revenue at the beginning of the fiscal year. Beginning in fiscal year 2014, this total was instead recorded as deferred revenue - a liability account - and reclassified to revenue only as it is collected.*

Galveston County, Texas

Unaudited Statement of Cash Receipts and Disbursements
December 31, 2013

Fund Name and Number	Beginning Balance October 1, 2013	Receipts	Disbursements	Ending Balance December 31, 2013
1101 General Fund	34,203,944	43,540,463	43,804,407	33,940,000
Special Revenue Funds				
2101 Cnty Records Mgt &	203,135	26,650	40,000	189,785
2102 Co Clerk Rec Mgt & Pres Fund	675,653	192,213	48,842	819,025
2103 Election Srvs Contract Fund	503,707	26,302	17,440	512,568
2104 Cnty Clerk Records Archive Fd	1,411,556	91,679	178,616	1,324,619
2105 Dist Clrk Chld Support IV-D	126,403	4,160	0	130,563
2106 Distr Clerk Records Mgmt Fund	177,147	12,065	60,710	128,502
2107 Voter Registration	0	25,058	13,766	11,292
2108 Veteran's Court Fund	1,000	0	0	1,000
2111 Tx Assess/Coll Sp Inv Tx Fund	46,120	2,133	968	47,285
2121 Donations To Galveston County	9,064	3,750	3,281	9,533
2131 DA Seized Funds Afte Aft 10/89	224,780	8,117	17,002	215,895
2132 DA Check Collection Fees	25,741	425	3,965	22,201
2148 Unclaimed Property Fund	208,777	3,027	1,314	210,490
2205 Courthouse Security Fund	197,000	36,928	35,036	198,892
2206 Justice Court Bldg Security	11,045	2,530	0	13,575
2207 Appellate Judicial Fund	44,095	6,867	0	50,962
2211 Law Library	8,842	43,238	37,707	14,373
2212 Mediation Services Prog Fund	1,045,889	26,866	15,026	1,057,729
2215 Justice Court Technology Fund	53,653	10,044	0	63,697
2216 Probate Court Contributions Fd	282,251	19,203	6,302	295,152
2230 Juvenile Justice Fund	1,835,501	1,204,211	1,122,515	1,917,198
2240 Sheriff's Commissary Fund	465,442	84,089	109,655	439,875
2242 Sheriff's Seizure Aft 10/89	587,264	8,389	8,051	587,602
2245 Task Force Seizure Pre 10/89	21,664	34	0	21,698
2246 CID Seizure After 10/89	5,919	0	0	5,919
2250 Law Enforcement Education	113,837	0	13,223	100,614
2255 Constables' Seizures	3,443	0	0	3,443
2260 Emergency Management Fund	2,213,500	0	12,793	2,200,706
2301 Road & Bridge Fund	3,228,616	1,988,820	1,300,643	3,916,793
2303 Farm to Market Lateral Road	1,181,516	45,176	24,218	1,202,475
2341 Road District #1	442,798	91,228	77,990	456,036
2370 Flood Control Fund	1,528,509	335,394	463,224	1,400,679
2410 Mosquito Control District Fund	525,563	428,500	226,626	727,437
2420 Indigent Health Care Fund	7,307,483	818,333	487,521	7,638,294
2501 Child Welfare Fund	386,309	18,306	43,449	361,166
2601 Beach & Parks Fund	1,712,445	26,745	61,128	1,678,061
2602 Beach Maintenance-Rd &	23,180	241,104	71,918	192,366
2621 Galveston County Museum	17,909	0	0	17,909
2816 Low Inc Rpr,Retfit,Acc Veh Rpl	16,771	121,522	121,490	16,802
2817 LIRAP-Local Intiative Project	211,345	338	0	211,684
2840 Criminal Justice Div-Juvenile	54	4,225	22,619	(18,340)

Galveston County, Texas

Unaudited Statement of Cash Receipts and Disbursements
December 31, 2013

Fund Name and Number	Beginning Balance October 1, 2013	Receipts	Disbursements	Ending Balance December 31, 2013
2841 Juvenile Probation-State Aid	0	508,649	393,443	115,206
2844 Juv Mental Health Proj Grant	0	83,406	41,336	42,069
2848 Juv Jst Alt Education Program	9,188	130,564	60,586	79,165
2850 National School Lunch Program	1,632	13,126	11,790	2,968
2851 Title IV-E Foster Care Program	36,827	0	12,076	24,751
2864 Auto Crimes Task Force Grant	46,769	222,239	326,393	(57,385)
2865 DWI-Texas Traffic Safety Prog	0	2,114	5,650	(3,535)
2874 Crime Victim Assistance Prog	0	12,039	18,614	(6,575)
2877 Violence Against Women Act	0	5,001	34,130	(29,129)
2892 State Homeland Security Grant	15,827	60,253	2,431,672	(2,355,593)
2893 HMGP - IKE	709,161	545,280	224,085	1,030,357
2914 CDBG Housing Program	66,808	349,759	9,466	407,101
2915 CDBG Infrastructure Program	0	11,155	751,322	(740,167)
2916 CDBG Round 2 Housing	20,079	683,461	1,820,836	(1,117,297)
2917 CDBG Round 2 Infrastructure	0	0	19,490	(19,491)
2921 Senior Citizens Grant Prog	37,150	159,677	184,709	12,118
2923 Texas Feeding Texans	29,595	140	22,851	6,884
2975 Just Dept Loc Law Enf Blk Grt	9,756	9	4,142	5,623
2976 COPS Grants Program	13,949	27,386	18,266	23,069
2991 Election Serv Cntr Fnd - HAVA	168,575	2,700	893	170,382
2992 Severe Repetitive Loss Grant	96,809	1,028,227	5,161,882	(4,036,846)
2994 Disaster Recovery - Ike	129,500	44,005	6,755,721	(6,582,216)
Total Special Revenue Funds	28,476,551	9,846,882	22,956,416	15,367,014
Capital Projects Funds				
3100 County Capital Projects Fund	1,093,949	75,000	0	1,168,949
3101 Capital Replenishment	527,376	75,000	0	602,376
3120 Limited Tax Cnty Bldg Bds Sr09	4,817,654	191,643	463,956	4,545,341
3206 Comb Tax/Revenue COB Sr	1,028,210	0	110,222	917,988
3222 Ltd Tax Crim Jst Bds Sr 2003A	83,574	130	2,666	81,038
3271 Parks Dept Capital Projects	2,920,715	0	6,895	2,913,819
3306 Road Capital Project	33,890	54	0	33,945
3307 Unltd Tax Road Bonds Sr	1,876,183	16,536	26,066	1,866,654
3308 Unlimited Tax Rd Bds Ser 2001	1,339,948	2,184	0	1,342,133
3310 Pass Thru Toll Rv Lt Tx BdSr07	3,890,292	160,713	307,500	3,743,505
3312 Unltd Tax Road Bonds Sr 2009	10,471,368	299,497	657,519	10,113,346
3315 Galv Causeway RR Bridge Proj	1,175	630,087	2,674,081	(2,042,820)
3316 Cnty Road & Bridge Projects	275,475	408	21,000	254,884
3370 Ltd Tax Flood Control Bds Sr09	10,342,286	19,563	0	10,361,850
3373 Gal Cnty Cert of Oblig Sr 2008	320,830	598	0	321,429
Total Capital Projects Funds	39,022,925	1,471,417	4,269,906	36,224,437
Debt Service Funds				
Total Debt Service Funds	7,521,039	10,031,569	2,050	17,550,559

Galveston County, Texas

Unaudited Statement of Cash Receipts and Disbursements
December 31, 2013

Fund Name and Number	Beginning Balance October 1, 2013	Receipts	Disbursements	Ending Balance December 31, 2013
Internal Service Funds				
6123 Group Wrks Comp Unemplmnt	6,663,896	6,012,749	6,107,018	6,569,626
6130 Self Insurance Reserve Fund	1,807,481	10,546	1,184,631	633,396
Total Internal Service Funds	8,471,377	6,023,296	7,291,650	7,203,022
Trust and Agency				
7601 Payroll Fund	828,864	36,289,116	34,634,679	2,483,300
7605 Escrow Fund	1,102,804	629,144	724,395	1,007,553
7606 Debt Service Agency Fund	5,311	0	0	5,311
7611 Tax Assess/Coll Undist Coll Fd	5,106,595	0	0	5,106,595
7621 Appellate Judicial Sys Fees Fd	(20)	0	0	(20)
7631 County Clerk Trust Fund	1,070,680	0	0	1,070,680
7641 District Clerk Trust Fund	1,642,581	0	0	1,642,581
7652 Inmate Trust Fund	148,994	0	0	148,994
7671 Children Prot Serv Escrow Fd	10,223	0	0	10,223
Total Trust and Agency	9,916,032	36,918,261	35,359,075	11,475,217
Grand Total	$127,611,868	$107,831,890	$113,683,508	$121,760,249

Galveston County, Texas
Operating Transfers In and Out
As of December 31, 2013

	Transfers In	Transfers Out
PRIMARY GOVERNMENT		
General Fund		
5912230 - Trf to Juv Justice		1,189,725
5912420 - Transfer To Indigent		600,000
5912501 - Trf to Child Welfare		1,875
5912602 - Trf to Beach Maint-R		141,525
5913100 - Trsf to County Cap P		75,000
5913101 - Transfer to Capital		75,000
Total General Fund	0	2,083,125
Special Revenue Funds		
2230 - Juvenile Justice Fund		
4911101 - Transfer from Genera	1,189,725	
2420 - Indigent Health Care Fund		
4911101 - Transfer from Genera	600,000	
2501 - Child Welfare Fund		
4911101 - Transfer from Genera	1,875	
2602 - Beach Maintenance-Rd & Bridge		
4911101 - Transfer from Genera	141,525	
2867 - SCAAP Program Grant		
5911101 - Trf to General Fund		( )
Total Special Revenue Funds	1,933,125	(0)
Capital Projects Funds		
3100 - County Capital Projects Fund		
4911101 - Transfer from Genera	75,000	
3101 - Capital Replenishment		
4911101 - Transfer from Genera	75,000	
Total Capital Projects Funds	150,000	0
Total, Primary Government	2,083,125	2,083,124
Grand Total	$2,083,125	$2,083,124

Galveston County, Texas

Unaudited Schedule of Long-Term Debt
At December 31, 2013

Fund Number	Fund Name	Remaining Interest Rates	Remaining Principal	Final Maturity
4215	Justice Center and Public Safety Building Bonds Series 2001	5.38% to 5.66%	$ 13,392,062	2026
4368	Unlimited Tax Road Bonds Series 2001	5.38% to 5.66%	10,066,372	2026
4284	General Obligation 1999/2001 Refunding Bonds Series 2004	5.25% to 5.50%	10,995,000	2016
4370	Unlimited Tax Road Refunding Bonds Series 2004A	3.625% to 5.50%	7,070,000	2016
4358	Pass-Through Toll Revenue and Limited Tax Bonds Series 2007	4.5%	1,720,000	2014
4020	General Obligation Refunding Bonds Series 2007	3.5% to 4.5%	84,635,000	2028
4371	Unlimited Tax Road Bonds Series 2009A	3.007% to 6.205%	66,790,000	2029
4021	Limited Tax County Building Bonds Series 2009B	3.007% to 5.905%	40,130,000	2029
4390	Limited Tax Flood Control Bonds Series 2009C-1	2.5% to 3.5%	4,005,000	2019
4393	Limited Tax Flood Control Bonds Series 2009C-2	6.205%	9,215,000	2029
4022	Limited Tax Refunding Bonds Series 2011A	2.0% to 4.0%	4,120,000	2018
4023	Unlimited Tax Refunding Bonds Series 2011B	2.0% to 4.25%	4,070,000	2023
4024	Limited Tax Refunding Bonds Series 2011C	3.0%	2,115,000	2015
4026	Pass-Through Toll Rev./Ltd. Tax Refunding Bonds Series 2012	2.0% to 5.0%	40,640,000	2024
			$ 298,963,434	

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

December 31, 2013

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
General Government:							
Personal Services	5,038,197	(178,473)	4,859,724	231,268	571,072	0	4,288,652
Supplies	17,500	26,744	44,244	657	3,513	0	40,731
Other Services and C	2,968,040	51,656	3,019,696	140,895	700,427	1,267,031	1,052,237
Inter/Intragovernmen	2,000	0	2,000	2,000	2,000	0	0
Other Financing Uses	282,100	62,489	344,589	0	0	0	344,589
Total General	8,307,837	(37,584)	8,270,253	374,820	1,277,012	1,267,031	5,726,209
County Judge:							
Personal Services	385,500	0	385,500	28,614	85,207	0	300,293
Supplies	3,600	0	3,600	0	362	0	3,238
Other Services and C	17,000	0	17,000	1,000	3,350	10	13,640
Total County Judge	406,100	0	406,100	29,614	88,919	10	317,171
County Commissioner-Pct 1:							
Personal Services	174,800	0	174,800	14,024	47,814	0	126,986
Supplies	1,000	0	1,000	0	100	0	901
Other Services and C	13,100	0	13,100	1,000	3,000	0	10,100
Total County	188,900	0	188,900	15,024	50,914	0	137,987
County Commissioner-Pct 2:							
Personal Services	184,900	0	184,900	14,003	41,555	0	143,345
Supplies	1,000	0	1,000	0	0	0	1,000
Other Services and C	13,100	0	13,100	1,000	3,000	0	10,100
Total County	199,000	0	199,000	15,003	44,555	0	154,445
County Commissioner-Pct 3:							
Personal Services	182,400	0	182,400	13,802	40,978	0	141,422
Supplies	1,000	0	1,000	0	0	0	1,000
Other Services and C	13,100	0	13,100	1,000	3,000	0	10,100
Total County	196,500	0	196,500	14,802	43,978	0	152,522
County Commissioner-Pct 4:							
Personal Services	163,300	0	163,300	12,354	36,024	0	127,276
Supplies	1,100	0	1,100	0	0	0	1,100
Other Services and C	13,100	0	13,100	1,000	3,000	0	10,100
Total County	177,500	0	177,500	13,354	39,024	0	138,476
County Clerk:							
Personal Services	2,037,500	0	2,037,500	163,924	498,292	0	1,539,208
Supplies	31,500	0	31,500	4,545	9,535	1,065	20,901
Other Services and C	10,175	0	10,175	228	1,701	0	8,474
Total County Clerk	2,079,175	0	2,079,175	168,697	509,528	1,065	1,568,583
Election Expense:							

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

December 31, 2013

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
Personal Services	694,900	0	694,900	22,260	172,462	0	522,439
Supplies	2,700	0	2,700	0	95	0	2,605
Other Services and C	147,000	0	147,000	1,996	112,167	17,784	17,051
Total Election Expense	844,600	0	844,600	24,256	284,724	17,784	542,095
Veteran's Service:							
Personal Services	149,100	0	149,100	10,772	32,951	0	116,149
Supplies	7,700	0	7,700	207	520	0	7,181
Other Services and C	2,100	0	2,100	0	(521)	0	2,621
Total Veteran's Service	158,900	0	158,900	10,979	32,950	0	125,951
Justice Administration:							
Personal Services	731,600	0	731,600	56,739	159,513	0	572,087
Supplies	34,700	0	34,700	0	283	0	34,417
Other Services and C	2,528,200	0	2,528,200	163,969	602,605	83,508	1,842,089
Total Justice	3,294,500	0	3,294,500	220,708	762,401	83,508	2,448,593
10th District Court-Neves:							
Personal Services	177,800	0	177,800	12,992	38,645	0	139,155
56th District Court - Cox:							
Personal Services	180,400	0	180,400	13,646	40,730	0	139,671
122nd District Court - Ellisor:							
Personal Services	232,500	0	232,500	17,583	52,781	0	179,719
212th District Court - Criss:							
Personal Services	177,800	0	177,800	13,448	40,172	0	137,629
306th District Court-Yarbrough:							
Personal Services	190,600	0	190,600	14,426	42,951	0	147,650
405th District Crt - Slaughter:							
Personal Services	193,900	0	193,900	12,829	39,676	0	154,225
County Court #1 - Grady:							
Personal Services	363,800	0	363,800	27,810	81,024	0	282,776
County Court #2 - Roberts:							
Personal Services	356,400	0	356,400	27,149	79,135	0	277,265
Probate Court - Sullivan:							
Personal Services	540,600	0	540,600	40,898	121,092	0	419,508
Supplies	2,100	0	2,100	168	252	233	1,616
Other Services and C	97,200	0	97,200	8,593	14,138	7,949	75,114
Total Probate Court -	639,900	0	639,900	49,659	135,482	8,182	496,238
County Court #3 - Foley:							
Personal Services	347,800	0	347,800	26,446	74,291	0	273,510
Justice Crt Pct #1-Schweitzer:							

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

December 31, 2013

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
Personal Services	165,500	0	165,500	12,471	38,055	0	127,446
Supplies	3,700	0	3,700	99	1,159	0	2,541
Other Services and C	900	0	900	0	100	0	800
Total Justice Crt Pct	170,100	0	170,100	12,570	39,314	0	130,787
Justice Court Pct #2 - Pope:							
Personal Services	121,700	0	121,700	9,170	27,838	0	93,862
Supplies	1,800	0	1,800	96	1,109	0	691
Other Services and C	600	0	600	0	0	0	600
Total Justice Court Pct #2	124,100	0	124,100	9,266	28,947	0	95,153
Justice Court Pct #3 - James:							
Personal Services	209,500	0	209,500	15,775	48,551	0	160,949
Supplies	2,500	0	2,500	0	785	0	1,715
Other Services and C	1,200	0	1,200	0	0	400	800
Total Justice Court Pct #3	213,200	0	213,200	15,775	49,336	400	163,464
Justice Court Pct #4 - Nelson:							
Personal Services	268,800	0	268,800	20,266	62,519	0	206,281
Supplies	2,500	0	2,500	64	655	212	1,633
Other Services and C	1,500	0	1,500	0	0	0	1,500
Total Justice Court Pct #4	272,800	0	272,800	20,330	63,174	212	209,414
Justice Court Pct #5 - Apffel:							
Personal Services	231,900	0	231,900	17,486	53,118	0	178,782
Supplies	1,800	0	1,800	0	0	0	1,800
Other Services and C	1,500	0	1,500	100	100	0	1,400
Total Justice Court Pct #5	235,200	0	235,200	17,586	53,218	0	181,982
Justice Crt Pct #8-1 McCumber:							
Personal Services	303,200	0	303,200	20,737	68,183	0	235,017
Supplies	4,500	0	4,500	0	395	0	4,105
Other Services and C	2,100	0	2,100	0	600	0	1,500
Total Justice Crt Pct #8-1	309,800	0	309,800	20,737	69,178	0	240,622
Justice Court Pct #7 - Randall:							
Personal Services	273,600	0	273,600	20,155	61,246	0	212,354
Supplies	4,600	0	4,600	122	1,185	0	3,415
Other Services and C	1,700	0	1,700	100	600	0	1,100
Total Justice Court Pct #7	279,900	0	279,900	20,377	63,031	0	216,869
Justice Court Pct #8-2 - Woltz:							
Personal Services	113,600	0	113,600	5,186	15,708	0	97,893
Supplies	1,000	0	1,000	0	0	0	1,000
Other Services and C	900	0	900	200	200	0	700

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

December 31, 2013

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
Total Justice Court Pct	115,500	0	115,500	5,386	15,908	0	99,593
Justice Court Pct #6 - Vondra:							
Personal Services	209,500	0	209,500	15,775	47,058	0	162,442
Supplies	2,000	0	2,000	0	253	0	1,747
Other Services and C	1,200	0	1,200	0	0	0	1,200
Total Justice Court Pct #6	212,700	0	212,700	15,775	47,311	0	165,389
Jury and Trial Expense:							
Personal Services	0	0	0	0	441	0	(441)
District Clerk:							
Personal Services	2,445,900	0	2,445,900	196,382	590,123	0	1,855,778
Supplies	93,750	0	93,750	3,415	19,194	10,499	64,057
Other Services and C	346,260	0	346,260	34,632	102,121	325	243,814
Total District Clerk	2,885,910	0	2,885,910	234,429	711,438	10,824	2,163,649
District Attorney:							
Personal Services	5,278,300	72,420	5,350,720	408,916	1,239,237	0	4,111,483
Supplies	51,500	(1,000)	50,500	725	3,448	0	47,052
Other Services and C	215,200	1,000	216,200	4,500	21,245	62,368	132,587
Total District Attorney	5,545,000	72,420	5,617,420	414,141	1,263,930	62,368	4,291,122
Pre-Trial Release:							
Personal Services	356,300	0	356,300	26,825	81,602	0	274,698
Supplies	1,500	0	1,500	0	0	0	1,500
Total Pre-Trial Release	357,800	0	357,800	26,825	81,602	0	276,198
County Auditor:							
Personal Services	2,517,700	0	2,517,700	170,542	504,223	0	2,013,477
Supplies	11,200	0	11,200	72	2,642	0	8,558
Other Services and C	49,299	0	49,299	749	17,732	67	31,500
Total County Auditor	2,578,199	0	2,578,199	171,363	524,597	67	2,053,535
Professional Services:							
Personal Services	481,100	0	481,100	26,643	92,497	0	388,603
Supplies	2,600	0	2,600	0	161	114	2,325
Other Services and C	500	0	500	0	327	0	173
Total Professional	484,200	0	484,200	26,643	92,985	114	391,101
Tax Assessor/Collector Admin:							
Personal Services	1,319,500	11,290	1,330,790	107,717	349,283	0	981,507
Supplies	5,500	0	5,500	60	2,296	0	3,204
Other Services and C	42,000	4,200	46,200	17,594	23,539	524	22,137
Total Tax	1,367,000	15,490	1,382,490	125,371	375,118	524	1,006,848
Tax Assessor/Collector TxDMV:							

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

December 31, 2013

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
Personal Services	957,100	0	957,100	70,525	213,563	0	743,537
Supplies	10,200	0	10,200	0	166	2,870	7,164
Other Services and C	1,500	0	1,500	0	0	0	1,500
Total Tax	968,800	0	968,800	70,525	213,729	2,870	752,201
Tax Assessor/Coll Collection:							
Personal Services	142,600	0	142,600	11,360	31,504	0	111,096
Supplies	7,300	0	7,300	0	0	0	7,300
Total Tax Assessor/Coll	149,900	0	149,900	11,360	31,504	0	118,396
Tax Assessor/Collector Reimb:							
Personal Services	5,400	0	5,400	1,715	(194)	0	5,594
Other Services and C	28,600	0	28,600	(1,500)	(1,315)	0	29,916
Total Tax	34,000	0	34,000	215	(1,509)	0	35,510
County Treasurer:							
Personal Services	467,900	0	467,900	35,223	106,230	0	361,670
Supplies	15,000	0	15,000	168	261	230	14,509
Other Services and C	40,500	0	40,500	450	710	1,050	38,740
Total County Treasurer	523,400	0	523,400	35,841	107,201	1,280	414,919
Purchasing:							
Personal Services	555,200	0	555,200	41,067	123,981	0	431,219
Supplies	4,990	0	4,990	20	332	891	3,768
Other Services and C	31,336	0	31,336	0	2,049	8,659	20,628
Total Purchasing	591,526	0	591,526	41,087	126,362	9,550	455,615
Legal Department:							
Personal Services	709,500	0	709,500	44,299	129,751	0	579,749
Supplies	8,700	0	8,700	0	430	1,800	6,470
Other Services and C	98,500	0	98,500	582	1,701	269	96,530
Total Legal Department	816,700	0	816,700	44,881	131,882	2,069	682,749
Human Resources:							
Personal Services	412,300	0	412,300	19,651	59,302	0	352,998
Supplies	8,300	0	8,300	0	59	57	8,184
Other Services and C	45,600	0	45,600	1,748	13,246	144	32,211
Total Human Resources	466,200	0	466,200	21,399	72,607	201	393,393
Information Technology:							
Personal Services	2,898,500	214,560	3,113,060	198,346	607,194	0	2,505,866
Supplies	650,800	104,600	755,400	59,169	118,955	402,602	233,844
Other Services and C	2,621,750	395,810	3,017,560	199,823	443,875	933,195	1,640,491
Capital Outlay	64,000	321,024	385,024	176	4,511	281,160	99,354
Total Information	6,235,050	1,035,994	7,271,044	457,514	1,174,535	1,616,957	4,479,555

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

December 31, 2013

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
OnBase:							
Supplies	75,000	0	75,000	1,278	1,278	0	73,722
Other Services and C	455,000	236,347	691,347	10,238	10,238	272,120	408,989
Capital Outlay	40,000	0	40,000	0	0	0	40,000
Total OnBase	570,000	236,347	806,347	11,516	11,516	272,120	522,711
Sharepoint:							
Other Services and C	153,404	11,901	165,305	0	41,786	55,840	67,679
Odyssey:							
Other Services and C	11,920	336,248	348,168	0	0	41,340	306,828
OneSolution:							
Other Services and C	126,200	104,641	230,841	9,707	9,707	113,494	107,640
CIJS:							
Supplies	125,000	245,086	370,086	219,847	219,847	0	150,239
Other Services and C	400,000	0	400,000	0	0	0	400,000
Capital Outlay	80,000	440,939	520,939	0	0	0	520,939
Total CIJS	605,000	686,025	1,291,025	219,847	219,847	0	1,071,178
Desktop Refresh:							
Supplies	0	351,882	351,882	1,499	31,828	2,100	317,954
Other Services and C	0	40,000	40,000	0	6,000	7,210	26,790
Total Desktop Refresh	0	391,882	391,882	1,499	37,828	9,310	344,744
Wireless Connect:							
Supplies	8,453	0	8,453	0	0	0	8,453
Other Services and C	18,198	0	18,198	0	0	0	18,198
Capital Outlay	25,191	0	25,191	0	0	0	25,191
Total Wireless Connect	51,842	0	51,842	0	0	0	51,842
JCC AV:							
Supplies	36,050	0	36,050	0	11,633	14,787	9,630
Other Services and C	34,800	0	34,800	0	0	0	34,800
Total JCC AV	70,850	0	70,850	0	11,633	14,787	44,430
DR Storage:							
Supplies	4,650	36,401	41,051	0	0	0	41,051
Other Services and C	34,175	0	34,175	0	0	0	34,175
Capital Outlay	169,632	0	169,632	0	0	0	169,632
Total DR Storage	208,457	36,401	244,858	0	0	0	244,858
Facilities Srvs & Maintenance:							
Personal Services	975,900	0	975,900	69,505	216,993	0	758,907
Supplies	281,400	0	281,400	9,674	43,398	127,809	110,194
Other Services and C	5,356,400	5,455	5,361,855	395,489	995,319	3,388,964	977,570

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

December 31, 2013

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
Total Facilities Srvs &	6,613,700	5,455	6,619,155	474,668	1,255,710	3,516,773	1,846,671
County Architect:							
Personal Services	0	20,000	20,000	12,641	32,894	0	(12,894)
Fleet Mgmt - Galveston:							
Personal Services	583,000	1,680	584,680	39,110	117,728	0	466,952
Supplies	658,000	0	658,000	42,569	82,007	253,445	322,549
Other Services and C	154,400	0	154,400	7,560	17,142	118,530	18,728
Capital Outlay	0	63,900	63,900	0	0	28,168	35,732
Total Fleet Mgmt -	1,395,400	65,580	1,460,980	89,239	216,877	400,143	843,961
County Engineer:							
Personal Services	518,200	0	518,200	29,913	92,346	0	425,854
Supplies	5,500	0	5,500	0	682	168	4,650
Other Services and C	37,515	16,600	54,115	3,803	5,892	5,374	42,849
Inter/Intragovernmen	30,000	21,991	51,991	0	0	0	51,991
Total County Engineer	591,215	38,591	629,806	33,716	98,920	5,542	525,344
Total General Government	54,048,885	3,019,391	57,068,276	3,775,474	11,031,449	7,514,365	38,522,485
Administration Sheriff:							
Personal Services	1,120,400	0	1,120,400	85,179	251,942	0	868,458
Supplies	153,700	65,400	219,100	3,908	46,896	30,029	142,175
Other Services and C	386,800	0	386,800	22,468	74,905	225,288	86,607
Capital Outlay	579,850	(32,732)	547,118	12,287	31,089	543,666	(27,637)
Total Administration	2,240,750	32,668	2,273,418	123,842	404,832	798,983	1,069,603
Criminal Investigation:							
Personal Services	1,097,300	0	1,097,300	79,164	245,411	0	851,889
Supplies	7,250	0	7,250	0	2,560	27	4,663
Other Services and C	15,350	0	15,350	0	350	8,434	6,566
Other Expenses	8,000	0	8,000	1,125	6,175	300	1,525
Total Criminal	1,127,900	0	1,127,900	80,289	254,496	8,761	864,643
Identification Division:							
Personal Services	514,100	0	514,100	34,164	102,644	0	411,456
Supplies	10,500	0	10,500	600	600	1,477	8,423
Other Services and C	14,500	0	14,500	655	3,440	0	11,060
Total Identification	539,100	0	539,100	35,419	106,684	1,477	430,939
M.H.M.R. - Sheriff:							
Personal Services	468,500	0	468,500	34,465	104,842	0	363,658
Supplies	2,600	0	2,600	0	311	0	2,289
Other Services and C	3,300	0	3,300	24	357	0	2,943
Total M.H.M.R. - Sheriff	474,400	0	474,400	34,489	105,510	0	368,890
Corrections-Sheriff:							

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

December 31, 2013

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
Personal Services	16,838,700	0	16,838,700	1,330,809	3,882,426	0	12,956,274
Supplies	227,610	0	227,610	5,250	22,167	73,264	132,180
Other Services and C	4,507,300	0	4,507,300	157,718	732,097	3,426,705	348,497
Total Corrections-Sheriff	21,573,610	0	21,573,610	1,493,777	4,636,690	3,499,969	13,436,951
Bolivar Summer Program:							
Personal Services	201,000	0	201,000	0	184	0	200,816
Other Services and C	1,000	0	1,000	0	0	0	1,000
Total Bolivar Summer	202,000	0	202,000	0	184	0	201,816
Patrol Division:							
Personal Services	3,113,100	0	3,113,100	239,315	708,279	0	2,404,821
Supplies	18,200	0	18,200	664	5,254	1,153	11,792
Other Services and C	29,130	0	29,130	2,663	5,701	1,672	21,757
Capital Outlay	0	18,537	18,537	0	0	0	18,537
Total Patrol Division	3,160,430	18,537	3,178,967	242,642	719,234	2,825	2,456,907
Warrant's - Sheriff's:							
Personal Services	1,328,900	0	1,328,900	99,006	298,201	0	1,030,699
Supplies	5,000	0	5,000	28	618	0	4,382
Other Services and C	56,000	0	56,000	0	9,689	0	46,311
Total Warrant's - Sheriff's	1,389,900	0	1,389,900	99,034	308,508	0	1,081,392
Training-Sheriff's Dept:							
Personal Services	0	0	0	0	807	0	(807)
Sheriff Services for ISDS:							
Personal Services	2,308,100	0	2,308,100	174,943	526,626	0	1,781,474
Other Services and C	11,900	0	11,900	0	250	0	11,650
Total Sheriff Services for	2,320,000	0	2,320,000	174,943	526,876	0	1,793,124
Communications-Sheriff:							
Personal Services	763,300	0	763,300	55,639	153,926	0	609,374
Supplies	3,300	0	3,300	0	0	0	3,300
Other Services and C	127,000	0	127,000	0	0	1,663	125,338
Total	893,600	0	893,600	55,639	153,926	1,663	738,012
GC Gang Surveillance:							
Constable Pct #1 - Brown:							
Personal Services	239,400	0	239,400	18,341	55,612	0	183,788
Supplies	2,700	0	2,700	0	365	404	1,931
Other Services and C	36,900	0	36,900	2,900	8,600	0	28,300
Total Constable Pct #1 -	279,000	0	279,000	21,241	64,577	404	214,019
Constable Pct #2 - Petteway:							
Personal Services	141,900	0	141,900	10,671	33,561	0	108,339
Supplies	2,100	0	2,100	199	199	0	1,901

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

December 31, 2013

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
Other Services and C	24,600	0	24,600	2,092	6,599	0	18,001
Total Constable Pct #2 -	168,600	0	168,600	12,962	40,359	0	128,241
Constable Pct #3 - Rose:							
Personal Services	328,500	0	328,500	23,546	71,719	0	256,781
Supplies	3,100	0	3,100	0	690	168	2,242
Other Services and C	55,800	0	55,800	4,325	12,800	0	43,000
Total Constable Pct #3 -	387,400	0	387,400	27,871	85,209	168	302,023
Constable Pct #4 - Fullen:							
Personal Services	255,700	0	255,700	18,884	57,185	0	198,515
Supplies	2,100	0	2,100	61	99	0	2,001
Other Services and C	43,200	0	43,200	3,375	10,000	0	33,200
Total Constable Pct #4 -	301,000	0	301,000	22,320	67,284	0	233,716
Constable Pct #5 - Montez:							
Personal Services	249,600	0	249,600	18,864	57,123	0	192,477
Supplies	2,450	0	2,450	0	0	0	2,450
Other Services and C	49,300	0	49,300	3,850	11,400	400	37,500
Total Constable Pct #5 -	301,350	0	301,350	22,714	68,523	400	232,427
Constable Pct #7 - Sharp:							
Personal Services	335,500	0	335,500	24,913	76,040	0	259,460
Supplies	3,500	0	3,500	0	275	1,831	1,394
Other Services and C	25,800	0	25,800	1,950	6,053	0	19,747
Total Constable Pct #7 -	364,800	0	364,800	26,863	82,368	1,831	280,601
Constable Pct #8 - Fisher:							
Personal Services	418,700	0	418,700	35,003	105,968	0	312,733
Supplies	3,600	0	3,600	23	23	101	3,476
Other Services and C	74,400	0	74,400	5,750	17,100	0	57,300
Total Constable Pct #8 -	496,700	0	496,700	40,776	123,091	101	373,509
Constable Pct #6 - Comeaux:							
Personal Services	197,000	0	197,000	10,629	40,099	0	156,901
Supplies	1,300	0	1,300	0	0	0	1,300
Other Services and C	36,900	0	36,900	1,950	7,200	0	29,700
Total Constable Pct #6 -	235,200	0	235,200	12,579	47,299	0	187,901
Emergency Management:							
Personal Services	312,700	0	312,700	23,673	71,275	0	241,426
Supplies	14,400	0	14,400	1,138	2,251	883	11,267
Other Services and C	463,300	2,504	465,804	1,617	402,255	0	63,549
Total Emergency	790,400	2,504	792,904	26,428	475,781	883	316,242
Total Public Safety	37,246,140	53,709	37,299,849	2,553,828	8,272,238	4,317,465	24,710,149

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

December 31, 2013

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
Public Health:							
Personal Services	65,100	0	65,100	4,896	14,779	0	50,322
Other Services and C	2,402,062	0	2,402,062	0	601,706	0	1,800,356
Total Public Health	2,467,162	0	2,467,162	4,896	616,485	0	1,850,678
Animal Services:							
Other Services and C	663,644	0	663,644	0	165,911	0	497,733
Coastal Health & Wellness:							
Other Services and C	4,394,500	0	4,394,500	0	1,098,625	0	3,295,875
Community Service:							
Personal Services	275,400	0	275,400	20,799	54,191	0	221,209
Supplies	1,000	0	1,000	0	115	0	885
Other Services and C	3,094,850	0	3,094,850	342,112	690,545	2,324,276	80,029
Inter/Intragovernmen	60,000	0	60,000	0	40,000	15,000	5,000
Total Community Service	3,431,250	0	3,431,250	362,911	784,851	2,339,276	307,123
Indigent Care and Med.:							
Personal Services	387,700	(224,167)	163,533	17,392	72,267	0	91,266
Other Services and C	50,000	255,960	305,960	862	4,099	3,410	298,452
Total Indigent Care and	437,700	31,793	469,493	18,254	76,366	3,410	389,718
Senior Citizens Program:							
Personal Services	361,500	0	361,500	30,086	95,923	0	265,577
Supplies	12,000	0	12,000	140	1,539	1,793	8,669
Other Services and C	31,570	4,680	36,250	1,079	2,724	1,964	31,562
Inter/Intragovernmen	162,200	0	162,200	500	1,000	11,000	150,200
Total Senior Citizens	567,270	4,680	571,950	31,805	101,186	14,757	456,008
Total Health and Social	11,961,526	36,473	11,997,999	417,866	2,843,424	2,357,443	6,797,135
Galv Cnty Museum Collections:							
Personal Services	130,900	0	130,900	8,882	27,128	0	103,772
Supplies	19,040	0	19,040	768	2,965	1,316	14,760
Other Services and C	23,960	0	23,960	247	310	261	23,389
Inter/Intragovernmen	28,400	0	28,400	0	0	0	28,400
Total Galv Cnty Museum	202,300	0	202,300	9,897	30,403	1,577	170,321
Parks Division:							
Personal Services	1,847,800	0	1,847,800	134,699	418,350	0	1,429,450
Supplies	59,800	19,000	78,800	20,721	23,580	29,582	25,639
Other Services and C	319,400	207,406	526,806	7,842	20,708	203,156	302,941
Inter/Intragovernmen	0	41,981	41,981	0	0	0	41,981
Capital Outlay	19,000	83,628	102,628	0	0	17,250	85,378
Total Parks Division	2,246,000	352,015	2,598,015	163,262	462,638	249,988	1,885,389
Total Culture and Recreation	2,448,300	352,015	2,800,315	173,159	493,041	251,565	2,055,710

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

December 31, 2013

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
County Extension:							
Personal Services	464,700	0	464,700	28,241	88,396	0	376,304
Supplies	38,248	0	38,248	117	1,230	2,716	34,302
Other Services and C	14,600	0	14,600	855	1,090	2,024	11,486
Total County Extension	517,548	0	517,548	29,213	90,716	4,740	422,092
Total Conservation	517,548	0	517,548	29,213	90,716	4,740	422,092
Other Financing Uses	28,332,500	(3,444,988)	24,887,512	694,375	2,083,125	0	22,804,387
Total	134,554,899	16,600	134,571,499	7,643,915	24,813,993	14,445,578	95,311,958

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

December 31, 2013

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
Budgeted Special Revenue Funds							
2101 - Cnty Records Mgt	240,000	0	240,000	5,000	30,000	0	210,000
2102 - Co Clerk Rec Mgt	1,198,217	0	1,198,217	11,661	35,066	1,366	1,161,786
2103 - Election Srvs	300,300	0	300,300	1,816	2,869	0	297,431
2104 - Cnty Clerk Records	1,319,279	0	1,319,279	39,970	75,481	0	1,243,799
2105 - Dist Clrk Chld	129,000	0	129,000	0	0	0	129,000
2106 - Distr Clerk Records	265,615	0	265,615	30,144	60,712	0	204,903
2107 - Voter Registration	48,500	0	48,500	5,022	(1,093)	0	49,593
2108 - Veteran's Court	2,000	0	2,000	0	0	0	2,000
2111 - Tx Assess/Coll Sp	7,300	0	7,300	236	734	471	6,095
2121 - Donations To	0	3,711	3,711	(3,611)	(3,611)	0	7,322
2131 - DA Seized Funds	84,500	0	84,500	3,909	14,731	2,645	67,124
2132 - DA Check	25,500	0	25,500	3,965	3,965	0	21,535
2205 - Courthouse	334,100	0	334,100	12,743	33,901	18,800	281,399
2206 - Justice Court Bldg	25,000	0	25,000	0	0	0	25,000
2207 - Appellate Judicial	44,000	0	44,000	0	0	0	44,000
2211 - Law Library	178,000	0	178,000	612	36,078	0	141,922
2212 - Mediation Services	1,075,000	0	1,075,000	6,188	10,979	1,500	1,062,521
2215 - Justice Court	81,700	0	81,700	0	0	0	81,700
2216 - Probate Court	274,800	0	274,800	1,808	5,155	0	269,645
2230 - Juvenile Justice	5,842,272	0	5,842,272	311,725	863,582	683,873	4,294,820
2240 - Sheriff's	88,538	0	88,538	4,642	14,704	0	73,834
2242 - Sheriff's Seizure Aft	0	76,877	76,877	0	54	16,046	60,779
2260 - Emergency	2,100,000	189,315	8,092,777	0	0	9,661	8,083,116
2301 - Road & Bridge	7,092,124	0	7,092,124	318,723	961,037	471,599	5,659,488
2303 - Farm to Market	1,138,797	0	1,138,797	6,592	20,588	689	1,117,521
2341 - Road District #1	605,200	0	605,200	18,392	54,236	9,659	541,306
2370 - Flood Control Fund	2,426,032	(25,000)	2,401,032	114,705	329,900	255,483	1,815,648
2410 - Mosquito Control	1,393,991	0	1,393,991	40,666	142,133	17,137	1,234,722
2420 - Indigent Health	8,900,000	0	8,900,000	95,826	254,852	0	8,645,148
2501 - Child Welfare Fund	347,900	0	347,900	3,403	14,391	46,219	287,291
2601 - Beach & Parks	1,573,589	0	1,573,589	8,908	36,132	2,150	1,535,307
2602 - Beach	553,320	0	553,320	18,323	49,227	241,019	263,074
2621 - Galveston County	17,000	0	17,000	0	0	0	17,000
Total Special Revenue	37,711,574	244,903	43,759,939	1,061,368	3,045,803	1,778,317	38,935,829
Budgeted Capital Projects Funds							
3100 - County Capital	1,300,000	0	1,300,000	0	0	0	1,300,000
3101 - Capital	525,000	0	525,000	0	0	0	525,000
Total Capital Projects	1,825,000	0	1,825,000	0	0	0	1,825,000
Budgeted Debt Service Funds							
4020 - Gen Oblig Refnd	5,759,600	0	5,759,600	0	0	0	5,759,600
4021 - Ltd Tx Cnty Bld Bd	3,830,100	0	3,830,100	0	250	0	3,829,850
4022 - Ltd Tax Rfd Bonds	840,700	0	840,700	300	300	0	840,400

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

December 31, 2013

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
4023 - Unltd Tx Rf Bds Sr	493,900	0	493,900	300	300	0	493,600
4024 - Ltd Tax Rfd Bnds	1,162,300	0	1,162,300	0	0	0	1,162,300
4026 - PassThr Toll Rv	3,836,500	0	3,836,500	0	0	0	3,836,500
4284 - GObIg Refunding	4,354,200	0	4,354,200	0	323	0	4,353,877
4358 - Pass Thru Toll	1,759,500	0	1,759,500	0	0	0	1,759,500
4370 - Unlimited Tax Rd	1,995,100	0	1,995,100	0	323	0	1,994,777
4371 - Unltd Tax Road	6,387,900	0	6,387,900	0	0	250	6,387,650
4390 - Ltd Tx Fl Ctr BAB	736,700	0	736,700	0	250	0	736,450
4393 - Ltd Tx Fld Ctrl BAB	572,100	0	572,100	0	250	0	571,850
Total Debt Service Funds	31,728,600	0	31,728,600	600	1,996	250	31,726,354
Budgeted Internal Service Funds							
6123 - Group Wrks Comp	16,670,000	0	16,670,000	1,085,325	2,949,811	867,506	12,852,683
6130 - Self Insurance	3,750,000	0	3,750,000	(6,151)	1,178,018	3,007	2,568,975
Total Internal Service	20,420,000	0	20,420,000	1,079,174	4,127,829	870,513	15,421,658
Grand Total	226,240,073	261,503	232,305,038	9,785,057	31,989,621	17,094,658	183,220,799

AGENDA ITEM #1.e.

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

February 10, 2014

Honorable District Judges of Galveston County and
Honorable Members of the Galveston County Commissioners Court

The unaudited and unadjusted Monthly Financial Report of Galveston County, Texas, for the month ended January 31, 2014, is hereby submitted as required by Local Government Code §114.023 and §114.025. The statements are prepared and reported on a modified accrual basis of accounting, which is not in accordance with generally accepted accounting principles.

Included in the report are:

- Governmental Funds Balance Sheet
- Governmental Funds Statement of Revenues, Expenditures and Changes in Fund Balance
- Statement of Cash Balances on hand at the beginning and end of the fiscal year, with aggregate receipts and disbursements by Fund
- Statement of Transfers To and From each Fund
- Statement of Bond Indebtedness with corresponding rates of interest
- Summarized budget statement showing:
    - Expenses paid from the budget for the month and for fiscal year-to-date,
    - Encumbrances against the budgets, and
    - Amounts available for further expenditures.

Due to the statutory duties of the County Auditor, I am not independent with regard to these financial reports. I have not compiled, reviewed, or audited these financial statements and do not provide any assurance as to their accuracy. These financial statements were prepared by the County Auditor's office staff. The financial accounting records were maintained with objectivity and due professional care, including the professional standards of the American Institute of Certified Public Accountants, the Government Finance Officers Association, and the Governmental Accounting Standards Board.

If you need clarification or have questions, please do not hesitate to call me for more information at 409/770-5301.

After submission, this report can be seen on the internet at:
http://www.galvestoncountytx.gov/ao/Pages/FinancialReports.aspx.

Respectfully submitted,

Randall Rice, CPA
County Auditor

Galveston County, Texas
Unaudited Balance Sheet
Governmental Funds
January 31, 2014 and 2013

	January 31, 2014	January 31, 2013
Assets:		
Cash And Cash Equivalents	30,627,011	45,856,743
Equity in Pool Cash	90,836,142	127,130,838
Taxes Receivable-Current	76,479,118	43,089,945
Taxes Receivable-Delinquent	5,607,343	5,823,513
Interest and Penalties-Taxes	4,071,335	4,088,508
Undistributed Funds	4,492,882	37,315
Accounts Receivable	2,843,993	2,026,854
Unbilled Accounts Receivable	5,522,579	4,606,310
Unbilled A/R-Grants	8,553,567	10,141,950
Due frm Othr Govt Fns/Entities	11,295,734	5,188,277
Due from other funds	306	198,366
Due from Others	3,537,032	4,238,962
Inventory-Materials/Supplies	801,616	587,133
Prepaid Items	5,117	9,950
P Card Clearing Account	150,063	0
Total Assets	$244,823,845	$253,024,672
Liabilities:		
Vouchers Payable	2,408,835	393,785
Accounts Payable	664,011	430,141
Salary and Benefits Payable	2,526,570	2,528,771
Retainage Payable	305,369	5,223,200
Due to Other Govt Fnds & Agcy	360,446	552,316
Due to Other Funds	306	198,366
Due to Others	1,536,708	2,886,271
Interest Payable	133,536	130,399
Deposits Held	933,027	884,790
Escrow Deposits	37,087	168,223
Deferred Revenue *	87,222,110	14,486,960
Total Liabilities	96,128,009	27,883,227
Fund Balance:		
Non-Spendable	801,616	587,133
Restricted	66,859,977	110,410,589
Assigned	7,908,011	7,693,528
Unassigned	73,126,229	106,450,193
Total Fund Balance	148,695,835	225,141,445
Total Liabilities and Fund Balance	$244,823,845	$253,024,672

** The large variance between years Is due To a change In accounting treatment. In prior fiscal years, only the ad valorem taxes still receivable at 1 August, And thus Now delinquent, were recorded As deferred revenue. Beginning In fiscal Year 2014, total ad valorem taxes receivable were recorded As deferred revenue at the beginning of the fiscal Year, And reclassified from that account To revenue As they are collected.*

Galveston County, Texas

Unaudited Statement of Revenues, Expenditures, and Changes in Fund Balance

Governmental Funds

For the Fiscal Years Ended January 31, 2014 and 2013

	January 31, 2014	January 31, 2013
Revenues:		
Taxes *	78,025,830	123,993,175
Licenses and Permits	723,432	746,625
Intergovernmental Revenues	8,820,863	4,570,211
Charges for Services	2,207,563	2,861,186
Fines and Forfeitures	686,096	766,069
Other Revenue	767,411	2,295,468
Total Revenues	$91,231,198	$135,232,736
Expenditures:		
Personal Services	25,592,567	24,839,701
Supplies	1,896,751	2,409,584
Other Services and Charges	13,456,055	11,971,094
Inter/Intragovernmental Exp.	2,899,836	216,955
Other Expenses	8,896	245,149
Capital Outlay	923,635	9,177,711
Debt Service	25,687,727	3,146
Total Expenditures	70,465,471	48,863,344
Excess (Deficiency) of Revenues Over (Under) Expenditures	20,765,727	86,369,391
Other Financing Sources and Uses:		
Interfund Operating Transf In	2,777,500	1,970,743
Proceeds-Capital Asset Disp	27,564	67,937
Interfund Operating Tsfs Out	(2,777,500)	(2,810,618)
Total Other Sources (Uses)	27,564	(771,937)
Net Change in Fund Balances	20,793,292	85,597,453
Fund Balance - Beginning	127,902,543	139,543,991
Fund Balance - Ending	$148,695,835	$225,141,445

** The large variance between years is due to a change in accounting treatment. In prior fiscal years, total ad valorem taxes receivable were recorded as revenue at the beginning of the fiscal year. Beginning in fiscal year 2014, this total was instead recorded as deferred revenue - a liability account - and reclassified to revenue only as it is collected.*

Galveston County, Texas

Unaudited Statement of Cash Receipts and Disbursements
January 31, 2014

Fund Name and Number	Beginning Balance October 1, 2013	Receipts	Disbursements	Ending Balance January 31, 2014
1101 General Fund	34,200,608	93,651,315	58,163,528	69,688,396
Special Revenue Funds				
2101 Cnty Records Mgt &	203,135	27,014	40,000	190,149
2102 Co Clerk Rec Mgt & Pres Fund	675,653	192,232	60,517	807,368
2103 Election Srvs Contract Fund	503,707	35,453	20,134	519,026
2104 Cnty Clerk Records Archive Fd	1,411,556	91,679	197,303	1,305,932
2105 Dist Clrk Chld Support IV-D	126,403	4,160	0	130,563
2106 Distr Clerk Records Mgmt Fund	177,147	12,065	75,183	114,029
2107 Voter Registration	0	33,363	19,948	13,416
2108 Veteran's Court Fund	1,000	0	0	1,000
2111 Tx Assess/Coll Sp Inv Tx Fund	46,120	3,026	1,831	47,314
2121 Donations To Galveston County	9,064	3,750	3,281	9,533
2131 DA Seized Funds Afte Aft 10/89	224,780	8,117	19,817	213,080
2132 DA Check Collection Fees	25,741	530	3,965	22,306
2148 Unclaimed Property Fund	0	3,027	1,314	1,713
2205 Courthouse Security Fund	195,866	38,562	48,202	186,226
2206 Justice Court Bldg Security	11,045	3,052	0	14,098
2207 Appellate Judicial Fund	44,075	6,867	38,309	12,633
2211 Law Library	8,842	43,238	55,238	(3,157)
2212 Mediation Services Prog Fund	1,045,889	27,561	19,870	1,053,580
2215 Justice Court Technology Fund	53,653	12,141	39,825	25,969
2216 Probate Court Contributions Fd	282,184	19,203	7,701	293,686
2230 Juvenile Justice Fund	1,835,501	1,603,980	1,448,896	1,990,585
2240 Sheriff's Commissary Fund	465,442	85,997	114,323	437,115
2242 Sheriff's Seizure Aft 10/89	587,264	48,404	9,551	626,117
2245 Task Force Seizure Pre 10/89	21,664	34	0	21,698
2246 CID Seizure After 10/89	5,919	0	0	5,919
2250 Law Enforcement Education	113,837	0	13,323	100,514
2255 Constables' Seizures	3,443	4	0	3,448
2260 Emergency Management Fund	2,213,500	0	12,793	2,200,706
2301 Road & Bridge Fund	3,231,752	2,952,217	1,564,274	4,619,694
2303 Farm to Market Lateral Road	1,181,516	340,459	30,773	1,491,202
2341 Road District #1	443,124	93,630	95,472	441,283
2370 Flood Control Fund	1,528,834	852,015	848,696	1,532,153
2410 Mosquito Control District Fund	526,371	670,227	265,181	931,416
2420 Indigent Health Care Fund	7,307,483	1,019,580	497,644	7,829,419
2501 Child Welfare Fund	386,309	19,065	60,133	345,241
2601 Beach & Parks Fund	1,712,445	39,085	65,989	1,685,540
2602 Beach Maintenance-Rd &	23,180	289,679	86,835	226,025
2621 Galveston County Museum	17,909	0	0	17,909
2816 Low Inc Rpr,Retfit,Acc Veh Rpl	16,771	121,522	121,490	16,802
2817 LIRAP-Local Intiative Project	211,345	338	0	211,684
2840 Criminal Justice Div-Juvenile	54	10,535	26,846	(16,258)

Galveston County, Texas

Unaudited Statement of Cash Receipts and Disbursements
January 31, 2014

Fund Name and Number	Beginning Balance October 1, 2013	Receipts	Disbursements	Ending Balance January 31, 2014
2841 Juvenile Probation-State Aid	0	598,209	459,797	138,411
2844 Juv Mental Health Proj Grant	0	110,093	55,702	54,390
2848 Juv Jst Alt Education Program	9,188	149,921	80,635	78,474
2850 National School Lunch Program	1,632	13,126	15,751	(994)
2851 Title IV-E Foster Care Program	36,827	6,302	36,382	6,747
2864 Auto Crimes Task Force Grant	46,769	250,812	368,215	(70,634)
2865 DWI-Texas Traffic Safety Prog	0	4,346	5,650	(1,303)
2874 Crime Victim Assistance Prog	0	22,614	23,136	(522)
2877 Violence Against Women Act	0	22,493	42,313	(19,820)
2892 State Homeland Security Grant	15,827	79,401	2,440,286	(2,345,058)
2893 HMGP - IKE	709,161	545,280	227,473	1,026,968
2914 CDBG Housing Program	66,808	350,098	10,527	406,379
2915 CDBG Infrastructure Program	0	14,136	761,192	(747,056)
2916 CDBG Round 2 Housing	20,079	1,458,745	2,759,644	(1,280,820)
2917 CDBG Round 2 Infrastructure	0	0	22,472	(22,472)
2921 Senior Citizens Grant Prog	37,150	207,319	205,816	38,653
2923 Texas Feeding Texans	29,595	140	26,024	3,710
2975 Just Dept Loc Law Enf Blk Grt	9,756	9	4,142	5,623
2976 COPS Grants Program	13,949	27,386	18,266	23,069
2991 Election Serv Cntr Fnd - HAVA	168,575	2,950	6,738	164,787
2992 Severe Repetitive Loss Grant	96,809	1,915,108	5,481,103	(3,469,186)
2994 Disaster Recovery - Ike	129,500	44,005	6,817,703	(6,644,199)
Total Special Revenue Funds	28,271,148	14,534,330	25,783,651	17,021,823
Capital Projects Funds				
3100 County Capital Projects Fund	1,093,949	100,000	0	1,193,949
3101 Capital Replenishment	527,376	100,000	0	627,376
3120 Limited Tax Cnty Bldg Bds Sr09	4,817,654	236,780	545,583	4,508,851
3206 Comb Tax/Revenue COB Sr	1,028,210	0	110,222	917,988
3222 Ltd Tax Crim Jst Bds Sr 2003A	83,574	130	2,666	81,038
3271 Parks Dept Capital Projects	2,920,715	0	9,939	2,910,775
3306 Road Capital Project	33,890	54	0	33,945
3307 Unltd Tax Road Bonds Sr	1,876,183	16,536	26,066	1,866,654
3308 Unlimited Tax Rd Bds Ser 2001	1,339,948	2,184	0	1,342,133
3310 Pass Thru Toll Rv Lt Tx BdSr07	3,890,292	161,596	309,266	3,742,622
3312 Unltd Tax Road Bonds Sr 2009	10,471,368	524,678	902,675	10,093,371
3315 Galv Causeway RR Bridge Proj	0	630,087	2,674,081	(2,043,994)
3316 Cnty Road & Bridge Projects	276,591	408	21,000	256,000
3370 Ltd Tax Flood Control Bds Sr09	10,342,286	19,563	0	10,361,850
3373 Gal Cnty Cert of Oblig Sr 2008	320,830	598	0	321,429
Total Capital Projects Funds	39,022,866	1,792,619	4,601,500	36,213,987
Debt Service Funds				
Total Debt Service Funds	7,521,039	16,705,689	25,687,781	(1,461,053)

Galveston County, Texas

Unaudited Statement of Cash Receipts and Disbursements
January 31, 2014

Fund Name and Number	Beginning Balance October 1, 2013	Receipts	Disbursements	Ending Balance January 31, 2014
Internal Service Funds				
6123 Group Wrks Comp Unemplmnt	6,663,896	7,763,951	8,232,262	6,195,584
6130 Self Insurance Reserve Fund	1,807,481	38,200	1,192,557	653,123
Total Internal Service Funds	8,471,377	7,802,151	9,424,820	6,848,707
Trust and Agency				
7250 Unclaimed Property Fund	0	1,054	1,054	0
7601 Payroll Fund	828,864	49,814,589	49,781,110	862,342
7605 Escrow Fund	1,102,804	698,204	753,464	1,047,544
7606 Debt Service Agency Fund	5,311	0	0	5,311
7611 Tax Assess/Coll Undist Coll Fd	5,106,595	0	0	5,106,595
7631 County Clerk Trust Fund	1,070,680	0	0	1,070,680
7641 District Clerk Trust Fund	1,642,581	0	0	1,642,581
7652 Inmate Trust Fund	148,994	0	0	148,994
7671 Children Prot Serv Escrow Fd	10,223	0	0	10,223
Total Trust and Agency	9,916,052	50,513,848	50,535,629	9,894,270
Grand Total	$127,403,090	$184,999,954	$174,196,911	$138,206,130

Galveston County, Texas
Operating Transfers In and Out
As of January 31, 2014

	Transfers In	Transfers Out
PRIMARY GOVERNMENT		
General Fund		
5912230 - Trf to Juv Justice		1,586,300
5912420 - Transfer To Indigent		800,000
5912501 - Trf to Child Welfare		2,500
5912602 - Trf to Beach Maint-R		188,700
5913100 - Trsf to County Cap P		100,000
5913101 - Transfer to Capital		100,000
Total General Fund	0	2,777,500
Special Revenue Funds		
2230 - Juvenile Justice Fund		
4911101 - Transfer from Genera	1,586,300	
2420 - Indigent Health Care Fund		
4911101 - Transfer from Genera	800,000	
2501 - Child Welfare Fund		
4911101 - Transfer from Genera	2,500	
2602 - Beach Maintenance-Rd & Bridge		
4911101 - Transfer from Genera	188,700	
2867 - SCAAP Program Grant		
5911101 - Trf to General Fund		( )
Total Special Revenue Funds	2,577,500	(0)
Capital Projects Funds		
3100 - County Capital Projects Fund		
4911101 - Transfer from Genera	100,000	
3101 - Capital Replenishment		
4911101 - Transfer from Genera	100,000	
Total Capital Projects Funds	200,000	0
Total, Primary Government	2,777,500	2,777,499
Grand Total	$2,777,500	$2,777,499

Galveston County, Texas

Unaudited Schedule of Long-Term Debt
At January 31, 2014

Fund Number	Fund Name	Remaining Interest Rates	Remaining Principal	Final Maturity
4215	Justice Center and Public Safety Building Bonds Series 2001	5.38% to 5.66%	$ 13,392,062	2026
4368	Unlimited Tax Road Bonds Series 2001	5.38% to 5.66%	10,066,372	2026
4284	General Obligation 1999/2001 Refunding Bonds Series 2004	5.50%	7,135,000	2016
4370	Unlimited Tax Road Refunding Bonds Series 2004A	5.50%	5,405,000	2016
4020	General Obligation Refunding Bonds Series 2007	3.5% to 4.5%	82,170,000	2028
4371	Unlimited Tax Road Bonds Series 2009A	3.407% to 6.205%	63,925,000	2029
4021	Limited Tax County Building Bonds Series 2009B	3.407% to 5.905%	38,430,000	2029
4390	Limited Tax Flood Control Bonds Series 2009C-1	3.0% to 3.5%	3,385,000	2019
4393	Limited Tax Flood Control Bonds Series 2009C-2	6.205%	9,215,000	2029
4022	Limited Tax Refunding Bonds Series 2011A	3.0% to 4.0%	3,405,000	2018
4023	Unlimited Tax Refunding Bonds Series 2011B	3.0% to 4.25%	3,720,000	2023
4024	Limited Tax Refunding Bonds Series 2011C	3.0%	1,000,000	2015
4026	Pass-Through Toll Rev./Ltd. Tax Refunding Bonds Series 2012	3.506% to 5.0%	38,415,000	2024
			$ 279,663,434	

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

January 31, 2014

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
General Government:							
Personal Services	5,038,197	(178,473)	4,859,724	102,105	673,177	0	4,186,547
Supplies	17,500	26,744	44,244	0	3,705	0	40,539
Other Services and C	2,968,040	51,656	3,019,696	320,378	1,021,485	982,455	1,015,756
Inter/Intragovernmen	2,000	0	2,000	0	2,000	0	0
Other Financing Uses	282,100	62,489	344,589	0	0	0	344,589
Total General	8,307,837	(37,584)	8,270,253	422,483	1,700,367	982,455	5,587,431
County Judge:							
Personal Services	385,500	0	385,500	41,917	127,123	0	258,377
Supplies	3,600	0	3,600	347	708	0	2,892
Other Services and C	17,000	0	17,000	1,010	4,360	0	12,640
Total County Judge	406,100	0	406,100	43,274	132,191	0	273,909
County Commissioner-Pct 1:							
Personal Services	174,800	0	174,800	17,204	65,017	0	109,783
Supplies	1,000	0	1,000	0	100	0	901
Other Services and C	13,100	0	13,100	1,000	4,000	0	9,100
Total County	188,900	0	188,900	18,204	69,117	0	119,784
County Commissioner-Pct 2:							
Personal Services	184,900	0	184,900	20,668	62,223	0	122,677
Supplies	1,000	0	1,000	0	0	0	1,000
Other Services and C	13,100	0	13,100	1,000	4,000	0	9,100
Total County	199,000	0	199,000	21,668	66,223	0	132,777
County Commissioner-Pct 3:							
Personal Services	182,400	0	182,400	20,362	61,342	0	121,058
Supplies	1,000	0	1,000	0	0	0	1,000
Other Services and C	13,100	0	13,100	1,000	4,000	0	9,100
Total County	196,500	0	196,500	21,362	65,342	0	131,158
County Commissioner-Pct 4:							
Personal Services	163,300	0	163,300	17,204	53,227	0	110,073
Supplies	1,100	0	1,100	0	0	0	1,100
Other Services and C	13,100	0	13,100	1,000	4,000	0	9,100
Total County	177,500	0	177,500	18,204	57,227	0	120,273
County Clerk:							
Personal Services	2,037,500	0	2,037,500	221,333	719,625	0	1,317,875
Supplies	31,500	0	31,500	75	10,603	2,466	18,431
Other Services and C	10,175	0	10,175	535	2,853	758	6,565
Total County Clerk	2,079,175	0	2,079,175	221,943	733,081	3,224	1,342,871

Election Expense:

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

January 31, 2014

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
Personal Services	694,900	0	694,900	35,758	208,221	0	486,680
Supplies	2,700	0	2,700	0	154	0	2,546
Other Services and C	147,000	0	147,000	13,475	125,429	8,931	12,640
Total Election Expense	844,600	0	844,600	49,233	333,804	8,931	501,866
Veteran's Service:							
Personal Services	149,100	0	149,100	15,796	48,746	0	100,354
Supplies	7,700	0	7,700	0	652	0	7,048
Other Services and C	2,100	0	2,100	89	(432)	0	2,532
Total Veteran's Service	158,900	0	158,900	15,885	48,966	0	109,934
Justice Administration:							
Personal Services	731,600	0	731,600	81,026	240,541	0	491,059
Supplies	34,700	0	34,700	0	1,311	0	33,389
Other Services and C	2,528,200	0	2,528,200	201,534	819,247	42,906	1,666,047
Total Justice	3,294,500	0	3,294,500	282,560	1,061,099	42,906	2,190,495
10th District Court-Neves:							
Personal Services	177,800	0	177,800	19,147	57,792	0	120,008
56th District Court - Cox:							
Personal Services	180,400	0	180,400	19,904	60,633	0	119,767
122nd District Court - Ellisor:							
Personal Services	232,500	0	232,500	25,614	78,396	0	154,104
212th District Court - Criss:							
Personal Services	177,800	0	177,800	17,155	57,325	0	120,475
306th District Court-Yarbrough:							
Personal Services	190,600	0	190,600	21,080	64,031	0	126,569
405th District Crt - Slaughter:							
Personal Services	193,900	0	193,900	17,562	57,240	0	136,660
County Court #1 - Grady:							
Personal Services	363,800	0	363,800	41,213	122,238	0	241,562
County Court #2 - Roberts:							
Personal Services	356,400	0	356,400	40,215	119,350	0	237,050
Probate Court - Sullivan:							
Personal Services	540,600	0	540,600	60,285	181,378	0	359,222
Supplies	2,100	0	2,100	233	665	279	1,156
Other Services and C	97,200	0	97,200	7,036	21,173	7,063	68,965
Total Probate Court -	639,900	0	639,900	67,554	203,216	7,342	429,343
County Court #3 - Foley:							
Personal Services	347,800	0	347,800	39,362	113,653	0	234,147
Justice Crt Pct #1-Schweitzer:							

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

January 31, 2014

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
Personal Services	165,500	0	165,500	18,130	56,185	0	109,315
Supplies	3,700	0	3,700	0	1,364	0	2,336
Other Services and C	900	0	900	0	100	0	800
Total Justice Crt Pct	170,100	0	170,100	18,130	57,649	0	112,451
Justice Court Pct #2 - Pope:							
Personal Services	121,700	0	121,700	13,375	41,213	0	80,487
Supplies	1,800	0	1,800	0	1,109	0	691
Other Services and C	600	0	600	0	0	0	600
Total Justice Court Pct #2	124,100	0	124,100	13,375	42,322	0	81,778
Justice Court Pct #3 - James:							
Personal Services	209,500	0	209,500	22,885	71,436	0	138,064
Supplies	2,500	0	2,500	0	785	0	1,715
Other Services and C	1,200	0	1,200	400	400	0	800
Total Justice Court Pct #3	213,200	0	213,200	23,285	72,621	0	140,579
Justice Court Pct #4 - Nelson:							
Personal Services	268,800	0	268,800	29,434	91,954	0	176,846
Supplies	2,500	0	2,500	498	1,393	212	895
Other Services and C	1,500	0	1,500	400	400	0	1,100
Total Justice Court Pct #4	272,800	0	272,800	30,332	93,747	212	178,841
Justice Court Pct #5 - Apffel:							
Personal Services	231,900	0	231,900	25,469	78,587	0	153,313
Supplies	1,800	0	1,800	0	0	0	1,800
Other Services and C	1,500	0	1,500	0	100	0	1,400
Total Justice Court Pct #5	235,200	0	235,200	25,469	78,687	0	156,513
Justice Crt Pct #8-1 McCumber:							
Personal Services	303,200	0	303,200	32,469	100,653	0	202,547
Supplies	4,500	0	4,500	35	735	215	3,550
Other Services and C	2,100	0	2,100	0	600	0	1,500
Total Justice Crt Pct #8-1	309,800	0	309,800	32,504	101,988	215	207,597
Justice Court Pct #7 - Randall:							
Personal Services	273,600	0	273,600	29,497	90,741	0	182,859
Supplies	4,600	0	4,600	102	1,416	0	3,184
Other Services and C	1,700	0	1,700	0	600	0	1,100
Total Justice Court Pct #7	279,900	0	279,900	29,599	92,757	0	187,143
Justice Court Pct #8-2 - Woltz:							
Personal Services	113,600	0	113,600	7,596	23,304	0	90,296
Supplies	1,000	0	1,000	0	0	0	1,000
Other Services and C	900	0	900	0	200	0	700

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

January 31, 2014

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
Total Justice Court Pct	115,500	0	115,500	7,596	23,504	0	91,996
Justice Court Pct #6 - Vondra:							
Personal Services	209,500	0	209,500	21,989	69,047	0	140,453
Supplies	2,000	0	2,000	0	253	0	1,747
Other Services and C	1,200	0	1,200	0	0	0	1,200
Total Justice Court Pct #6	212,700	0	212,700	21,989	69,300	0	143,400
Jury and Trial Expense:							
Personal Services	0	0	0	0	441	0	(441)
District Clerk:							
Personal Services	2,445,900	0	2,445,900	293,457	883,579	0	1,562,321
Supplies	93,750	0	93,750	2,371	23,366	12,804	57,579
Other Services and C	346,260	0	346,260	14,359	116,480	325	229,455
Total District Clerk	2,885,910	0	2,885,910	310,187	1,023,425	13,129	1,849,355
District Attorney:							
Personal Services	5,278,300	72,420	5,350,720	606,965	1,846,201	0	3,504,519
Supplies	51,500	(1,000)	50,500	122	4,494	18	45,988
Other Services and C	215,200	1,000	216,200	12,252	35,530	51,852	128,818
Total District Attorney	5,545,000	72,420	5,617,420	619,339	1,886,225	51,870	3,679,325
Pre-Trial Release:							
Personal Services	356,300	0	356,300	38,406	120,008	0	236,292
Supplies	1,500	0	1,500	172	172	0	1,328
Total Pre-Trial Release	357,800	0	357,800	38,578	120,180	0	237,620
County Auditor:							
Personal Services	2,517,700	0	2,517,700	262,587	766,810	0	1,750,890
Supplies	11,200	0	11,200	228	4,401	0	6,799
Other Services and C	49,299	0	49,299	969	18,964	0	30,335
Total County Auditor	2,578,199	0	2,578,199	263,784	790,175	0	1,788,024
Professional Services:							
Personal Services	481,100	0	481,100	31,185	123,681	0	357,419
Supplies	2,600	0	2,600	114	275	0	2,325
Other Services and C	500	0	500	0	327	0	173
Total Professional	484,200	0	484,200	31,299	124,283	0	359,917
Tax Assessor/Collector Admin:							
Personal Services	1,319,500	11,290	1,330,790	151,413	500,696	0	830,094
Supplies	5,500	0	5,500	114	4,173	0	1,327
Other Services and C	42,000	4,200	46,200	216	23,755	308	22,137
Total Tax	1,367,000	15,490	1,382,490	151,743	528,624	308	853,558
Tax Assessor/Collector TxDMV:							

Galveston County, Texas

Fund Summary for Commissioners Court Approved Expenditures Budgets

January 31, 2014

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
Personal Services	957,100	0	957,100	101,467	315,029	0	642,071
Supplies	10,200	0	10,200	2,870	3,036	0	7,164
Other Services and C	1,500	0	1,500	1,500	1,500	0	0
Total Tax	968,800	0	968,800	105,837	319,565	0	649,235
Tax Assessor/Coll Collection:							
Personal Services	142,600	0	142,600	15,733	47,238	0	95,362
Supplies	7,300	0	7,300	0	0	0	7,300
Total Tax Assessor/Coll	149,900	0	149,900	15,733	47,238	0	102,662
Tax Assessor/Collector Reimb:							
Personal Services	5,400	0	5,400	2,493	2,300	0	3,100
Other Services and C	28,600	0	28,600	(600)	(1,915)	2,400	28,116
Total Tax	34,000	0	34,000	1,893	385	2,400	31,216
County Treasurer:							
Personal Services	467,900	0	467,900	51,805	158,035	0	309,865
Supplies	15,000	0	15,000	230	491	0	14,509
Other Services and C	40,500	0	40,500	175	949	1,050	38,501
Total County Treasurer	523,400	0	523,400	52,210	159,475	1,050	362,875
Purchasing:							
Personal Services	555,200	0	555,200	58,216	182,197	0	373,003
Supplies	4,990	0	4,990	891	1,370	0	3,620
Other Services and C	31,336	0	31,336	0	2,337	8,659	20,340
Total Purchasing	591,526	0	591,526	59,107	185,904	8,659	396,963
Legal Department:							
Personal Services	709,500	0	709,500	65,419	195,171	0	514,329
Supplies	8,700	0	8,700	711	1,248	1,800	5,652
Other Services and C	98,500	0	98,500	1,469	3,318	107	95,075
Total Legal Department	816,700	0	816,700	67,599	199,737	1,907	615,056
Human Resources:							
Personal Services	412,300	0	412,300	28,759	88,060	0	324,240
Supplies	8,300	0	8,300	57	500	0	7,800
Other Services and C	45,600	0	45,600	1,715	15,254	0	30,346
Total Human Resources	466,200	0	466,200	30,531	103,814	0	362,386
Information Technology:							
Personal Services	2,898,500	214,560	3,113,060	292,638	899,832	0	2,213,228
Supplies	650,800	104,600	755,400	19,806	150,771	407,000	197,628
Other Services and C	2,621,750	395,810	3,017,560	98,487	614,439	858,024	1,545,097
Capital Outlay	64,000	321,024	385,024	0	4,511	28,573	351,941
Total Information	6,235,050	1,035,994	7,271,044	410,931	1,669,553	1,293,597	4,307,894

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Fund Summary for Commissioners Court Approved Expenditures Budgets

January 31, 2014

	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
OnBase:							
Supplies	75,000	0	75,000	0	1,278	0	73,722
Other Services and C	455,000	236,347	691,347	144,538	154,776	127,582	408,989
Capital Outlay	40,000	0	40,000	0	0	0	40,000
Total OnBase	570,000	236,347	806,347	144,538	156,054	127,582	522,711
Sharepoint:							
Other Services and C	153,404	11,901	165,305	10,840	52,626	45,000	67,679
Odyssey:							
Other Services and C	11,920	336,248	348,168	0	0	41,340	306,828
OneSolution:							
Other Services and C	126,200	104,641	230,841	29,600	39,307	83,894	107,640
CIJS:							
Supplies	125,000	245,086	370,086	6,837	226,684	0	143,402
Other Services and C	400,000	0	400,000	0	0	0	400,000
Capital Outlay	80,000	440,939	520,939	0	0	0	520,939
Total CIJS	605,000	686,025	1,291,025	6,837	226,684	0	1,064,341
Desktop Refresh:							
Supplies	0	351,882	351,882	2,100	33,928	0	317,954
Other Services and C	0	40,000	40,000	0	6,000	7,210	26,790
Total Desktop Refresh	0	391,882	391,882	2,100	39,928	7,210	344,744
Wireless Connect:							
Supplies	8,453	0	8,453	0	0	0	8,453
Other Services and C	18,198	0	18,198	0	0	0	18,198
Capital Outlay	25,191	0	25,191	0	0	0	25,191
Total Wireless Connect	51,842	0	51,842	0	0	0	51,842
JCC AV:							
Supplies	36,050	0	36,050	0	11,633	14,787	9,630
Other Services and C	34,800	0	34,800	0	0	0	34,800
Total JCC AV	70,850	0	70,850	0	11,633	14,787	44,430
DR Storage:							
Supplies	4,650	36,401	41,051	0	0	0	41,051
Other Services and C	34,175	0	34,175	0	0	0	34,175
Capital Outlay	169,632	0	169,632	0	0	0	169,632
Total DR Storage	208,457	36,401	244,858	0	0	0	244,858
Facilities Srvs & Maintenance:							
Personal Services	975,900	0	975,900	108,839	325,834	0	650,066
Supplies	281,400	0	281,400	19,307	63,438	109,147	108,815
Other Services and C	5,356,400	5,455	5,361,855	649,505	1,707,322	2,846,045	808,487

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	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
Total Facilities Srvs &	6,613,700	5,455	6,619,155	777,651	2,096,594	2,955,192	1,567,368
County Architect:							
Personal Services	0	20,000	20,000	18,480	51,374	0	(31,374)
Fleet Mgmt - Galveston:							
Personal Services	583,000	1,680	584,680	57,287	175,013	0	409,667
Supplies	658,000	0	658,000	39,849	121,856	212,890	323,254
Other Services and C	154,400	0	154,400	8,202	28,355	110,328	15,717
Capital Outlay	0	63,900	63,900	0	0	55,886	8,014
Total Fleet Mgmt -	1,395,400	65,580	1,460,980	105,338	325,224	379,104	756,652
County Engineer:							
Personal Services	518,200	0	518,200	43,676	136,023	0	382,177
Supplies	5,500	0	5,500	168	1,143	0	4,357
Other Services and C	37,515	16,600	54,115	1,389	7,281	5,374	41,460
Inter/Intragovernmen	30,000	21,991	51,991	0	0	0	51,991
Total County Engineer	591,215	38,591	629,806	45,233	144,447	5,374	479,985
Total General Government	54,048,885	3,019,391	57,068,276	4,925,289	16,136,761	6,077,688	34,853,830
Administration Sheriff:							
Personal Services	1,120,400	0	1,120,400	124,912	376,854	0	743,546
Supplies	153,700	65,400	219,100	31,900	79,191	87,365	52,544
Other Services and C	386,800	0	386,800	32,148	107,254	193,284	86,262
Capital Outlay	579,850	(32,732)	547,118	118,816	149,905	397,132	81
Total Administration	2,240,750	32,668	2,273,418	307,776	713,204	677,781	882,433
Criminal Investigation:							
Personal Services	1,097,300	0	1,097,300	119,632	365,041	0	732,259
Supplies	7,250	0	7,250	27	2,823	260	4,167
Other Services and C	15,350	0	15,350	488	838	7,946	6,566
Other Expenses	8,000	0	8,000	1,700	7,875	0	125
Total Criminal	1,127,900	0	1,127,900	121,847	376,577	8,206	743,117
Identification Division:							
Personal Services	514,100	0	514,100	49,687	152,330	0	361,770
Supplies	10,500	0	10,500	1,477	3,382	2,004	5,114
Other Services and C	14,500	0	14,500	0	3,706	0	10,794
Total Identification	539,100	0	539,100	51,164	159,418	2,004	377,678
M.H.M.R. - Sheriff:							
Personal Services	468,500	0	468,500	46,152	150,994	0	317,506
Supplies	2,600	0	2,600	0	465	0	2,135
Other Services and C	3,300	0	3,300	202	559	0	2,741
Total M.H.M.R. - Sheriff	474,400	0	474,400	46,354	152,018	0	322,382

Corrections-Sheriff:

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	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
Personal Services	16,838,700	0	16,838,700	1,941,812	5,824,240	0	11,014,460
Supplies	227,610	0	227,610	5,590	31,497	71,434	124,679
Other Services and C	4,507,300	0	4,507,300	584,884	1,318,828	2,841,821	346,650
Total Corrections-Sheriff	21,573,610	0	21,573,610	2,532,286	7,174,565	2,913,255	11,485,789
Bolivar Summer Program:							
Personal Services	201,000	0	201,000	0	184	0	200,816
Other Services and C	1,000	0	1,000	0	0	0	1,000
Total Bolivar Summer	202,000	0	202,000	0	184	0	201,816
Patrol Division:							
Personal Services	3,113,100	0	3,113,100	368,021	1,076,300	0	2,036,800
Supplies	18,200	0	18,200	793	6,303	350	11,547
Other Services and C	29,130	0	29,130	260	6,211	1,412	21,507
Capital Outlay	0	18,537	18,537	0	0	0	18,537
Total Patrol Division	3,160,430	18,537	3,178,967	369,074	1,088,814	1,762	2,088,391
Warrant's - Sheriff's:							
Personal Services	1,328,900	0	1,328,900	143,688	441,890	0	887,010
Supplies	5,000	0	5,000	0	934	0	4,066
Other Services and C	56,000	0	56,000	5	12,810	0	43,190
Total Warrant's - Sheriff's	1,389,900	0	1,389,900	143,693	455,634	0	934,266
Training-Sheriff's Dept:							
Personal Services	0	0	0	0	807	0	(807)
Sheriff Services for ISDS:							
Personal Services	2,308,100	0	2,308,100	253,684	780,309	0	1,527,791
Other Services and C	11,900	0	11,900	0	250	295	11,355
Total Sheriff Services for	2,320,000	0	2,320,000	253,684	780,559	295	1,539,146
Communications-Sheriff:							
Personal Services	763,300	0	763,300	75,720	229,644	0	533,656
Supplies	3,300	0	3,300	0	188	0	3,112
Other Services and C	127,000	0	127,000	0	0	1,663	125,338
Total	893,600	0	893,600	75,720	229,832	1,663	662,106
GC Gang Surveillance:							
Constable Pct #1 - Brown:							
Personal Services	239,400	0	239,400	26,137	81,751	0	157,649
Supplies	2,700	0	2,700	0	437	404	1,859
Other Services and C	36,900	0	36,900	2,900	11,500	0	25,400
Total Constable Pct #1 -	279,000	0	279,000	29,037	93,688	404	184,908
Constable Pct #2 - Petteway:							
Personal Services	141,900	0	141,900	15,547	49,108	0	92,792
Supplies	2,100	0	2,100	0	199	0	1,901

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	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
Other Services and C	24,600	0	24,600	1,950	8,549	0	16,051
Total Constable Pct #2 -	168,600	0	168,600	17,497	57,856	0	110,744
Constable Pct #3 - Rose:							
Personal Services	328,500	0	328,500	33,998	105,718	0	222,782
Supplies	3,100	0	3,100	168	858	84	2,158
Other Services and C	55,800	0	55,800	4,325	17,788	200	37,812
Total Constable Pct #3 -	387,400	0	387,400	38,491	124,364	284	262,752
Constable Pct #4 - Fullen:							
Personal Services	255,700	0	255,700	26,906	84,090	0	171,610
Supplies	2,100	0	2,100	295	394	0	1,706
Other Services and C	43,200	0	43,200	3,375	13,375	0	29,825
Total Constable Pct #4 -	301,000	0	301,000	30,576	97,859	0	203,141
Constable Pct #5 - Montez:							
Personal Services	249,600	0	249,600	26,879	84,001	0	165,599
Supplies	2,450	0	2,450	160	160	0	2,290
Other Services and C	49,300	0	49,300	3,850	15,250	400	33,650
Total Constable Pct #5 -	301,350	0	301,350	30,889	99,411	400	201,539
Constable Pct #7 - Sharp:							
Personal Services	335,500	0	335,500	36,615	112,655	0	222,845
Supplies	3,500	0	3,500	1,348	1,763	234	1,503
Other Services and C	25,800	0	25,800	1,950	8,003	337	17,459
Total Constable Pct #7 -	364,800	0	364,800	39,913	122,421	571	241,807
Constable Pct #8 - Fisher:							
Personal Services	418,700	0	418,700	50,421	156,387	0	262,313
Supplies	3,600	0	3,600	112	177	0	3,423
Other Services and C	74,400	0	74,400	5,750	22,850	0	51,550
Total Constable Pct #8 -	496,700	0	496,700	56,283	179,414	0	317,286
Constable Pct #6 - Comeaux:							
Personal Services	197,000	0	197,000	15,535	55,635	0	141,365
Supplies	1,300	0	1,300	0	0	0	1,300
Other Services and C	36,900	0	36,900	1,950	9,150	0	27,750
Total Constable Pct #6 -	235,200	0	235,200	17,485	64,785	0	170,415
Emergency Management:							
Personal Services	312,700	0	312,700	34,801	106,077	0	206,623
Supplies	14,400	0	14,400	672	4,352	210	9,838
Other Services and C	463,300	2,504	465,804	2,017	407,649	592	57,563
Total Emergency	790,400	2,504	792,904	37,490	518,078	802	274,024
Total Public Safety	37,246,140	53,709	37,299,849	4,199,259	12,489,488	3,607,427	21,202,933

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	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
Public Health:							
Personal Services	65,100	0	65,100	7,160	21,938	0	43,162
Other Services and C	2,402,062	0	2,402,062	89,700	691,406	507,015	1,203,641
Total Public Health	2,467,162	0	2,467,162	96,860	713,344	507,015	1,246,803
Animal Services:							
Other Services and C	663,644	0	663,644	24,135	190,046	141,776	331,822
Coastal Health & Wellness:							
Other Services and C	4,394,500	0	4,394,500	159,808	1,258,433	938,817	2,197,250
Community Service:							
Personal Services	275,400	0	275,400	30,468	84,659	0	190,741
Supplies	1,000	0	1,000	0	369	0	631
Other Services and C	3,094,850	0	3,094,850	316,397	1,006,944	2,008,050	79,856
Inter/Intragovernmen	60,000	0	60,000	5,000	45,000	15,000	0
Total Community Service	3,431,250	0	3,431,250	351,865	1,136,972	2,023,050	271,228
Indigent Care and Med.:							
Personal Services	387,700	(224,167)	163,533	14,052	86,319	0	77,214
Other Services and C	50,000	255,960	305,960	4,051	8,150	232,500	65,310
Total Indigent Care and	437,700	31,793	469,493	18,103	94,469	232,500	142,524
Senior Citizens Program:							
Personal Services	361,500	0	361,500	42,990	138,913	0	222,587
Supplies	12,000	0	12,000	249	2,079	1,604	8,318
Other Services and C	31,570	4,680	36,250	680	3,404	6,081	26,765
Inter/Intragovernmen	162,200	0	162,200	500	1,500	10,500	150,200
Total Senior Citizens	567,270	4,680	571,950	44,419	145,896	18,185	407,870
Total Health and Social	11,961,526	36,473	11,997,999	695,190	3,539,160	3,861,343	4,597,497
Galv Cnty Museum Collections:							
Personal Services	130,900	0	130,900	13,080	40,209	0	90,691
Supplies	19,040	0	19,040	848	3,813	487	14,742
Other Services and C	23,960	0	23,960	112	1,239	202	22,519
Inter/Intragovernmen	28,400	0	28,400	0	0	28,400	0
Total Galv Cnty Museum	202,300	0	202,300	14,040	45,261	29,089	127,952
Parks Division:							
Personal Services	1,847,800	0	1,847,800	186,590	604,941	0	1,242,859
Supplies	59,800	19,000	78,800	3,252	28,004	26,429	24,367
Other Services and C	319,400	207,406	526,806	21,377	42,431	180,109	304,266
Inter/Intragovernmen	0	41,981	41,981	0	0	0	41,981
Capital Outlay	19,000	83,628	102,628	0	0	44,247	58,381
Total Parks Division	2,246,000	352,015	2,598,015	211,219	675,376	250,785	1,671,854
Total Culture and Recreation	2,448,300	352,015	2,800,315	225,259	720,637	279,874	1,799,806

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	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
County Extension:							
Personal Services	464,700	0	464,700	42,425	130,822	0	333,878
Supplies	38,248	0	38,248	56	1,377	2,749	34,121
Other Services and C	14,600	0	14,600	856	2,345	4,269	7,987
Total County Extension	517,548	0	517,548	43,337	134,544	7,018	375,986
Total Conservation	517,548	0	517,548	43,337	134,544	7,018	375,986
Other Financing Uses	28,332,500	(3,444,988)	24,887,512	694,375	2,777,500	0	22,110,012
Total	134,554,899	16,600	134,571,499	10,782,709	35,798,090	13,833,350	84,940,064

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	Budget as Adopted	Budget Increase (Decrease)	Budget as Amended	Current Month Expenditures	Year-to-Date Expenditures	Encumbrances	Available Balance
Budgeted Special Revenue Funds							
2101 - Cnty Records Mgt	240,000	0	240,000	0	30,000	0	210,000
2102 - Co Clerk Rec Mgt	1,198,217	0	1,198,217	16,808	51,874	74,831	1,071,513
2103 - Election Srvs	300,300	0	300,300	5,467	1,641	0	298,659
2104 - Cnty Clerk Records	1,319,279	0	1,319,279	27,250	102,730	0	1,216,550
2105 - Dist Clrk Chld	129,000	0	129,000	0	0	0	129,000
2106 - Distr Clerk Records	265,615	0	265,615	20,917	81,627	0	183,988
2107 - Voter Registration	48,500	0	48,500	10,321	9,228	0	39,272
2108 - Veteran's Court	2,000	0	2,000	0	0	0	2,000
2111 - Tx Assess/Coll Sp	7,300	0	7,300	716	1,597	546	5,157
2121 - Donations To	0	3,711	3,711	0	(3,611)	0	7,322
2131 - DA Seized Funds	84,500	0	84,500	3,089	17,820	322	66,358
2132 - DA Check	25,500	0	25,500	0	3,965	0	21,535
2205 - Courthouse	334,100	0	334,100	18,669	52,571	18,800	262,729
2206 - Justice Court Bldg	25,000	0	25,000	0	0	0	25,000
2207 - Appellate Judicial	44,000	0	44,000	0	0	0	44,000
2211 - Law Library	178,000	0	178,000	534	53,609	0	124,391
2212 - Mediation Services	1,075,000	0	1,075,000	7,063	18,042	1,525	1,055,433
2215 - Justice Court	81,700	0	81,700	39,825	39,825	0	41,875
2216 - Probate Court	274,800	0	274,800	953	6,865	400	267,535
2230 - Juvenile Justice	5,842,272	0	5,842,272	461,693	1,325,389	619,503	3,897,381
2240 - Sheriff's	88,538	0	88,538	6,693	21,396	0	67,142
2242 - Sheriff's Seizure Aft	0	76,877	76,877	1,800	1,854	15,146	59,879
2260 - Emergency	2,100,000	189,315	8,092,777	2,174	2,174	8,938	8,081,665
2301 - Road & Bridge	7,092,124	0	7,092,124	464,284	1,433,986	356,332	5,301,803
2303 - Farm to Market	1,138,797	0	1,138,797	9,481	30,070	689	1,108,038
2341 - Road District #1	605,200	0	605,200	36,938	91,175	9,659	504,367
2370 - Flood Control Fund	2,426,032	(25,000)	2,401,032	137,411	467,733	248,044	1,685,257
2410 - Mosquito Control	1,393,991	0	1,393,991	55,456	199,698	24,760	1,169,534
2420 - Indigent Health	8,900,000	0	8,900,000	10,123	264,975	0	8,635,025
2501 - Child Welfare Fund	347,900	0	347,900	25,402	39,792	49,688	258,420
2601 - Beach & Parks	1,573,589	0	1,573,589	7,233	43,365	1,638	1,528,586
2602 - Beach	553,320	0	553,320	19,428	68,654	225,907	258,760
2621 - Galveston County	17,000	0	17,000	0	0	0	17,000
Total Special Revenue	37,711,574	244,903	43,759,939	1,389,728	4,458,044	1,656,728	37,645,174
Budgeted Capital Projects Funds							
3100 - County Capital	1,300,000	0	1,300,000	0	0	0	1,300,000
3101 - Capital	525,000	0	525,000	0	0	0	525,000
Total Capital Projects	1,825,000	0	1,825,000	0	0	0	1,825,000
Budgeted Debt Service Funds							
4020 - Gen Oblig Refnd	5,759,600	0	5,759,600	4,136,788	4,136,788	0	1,622,812
4021 - Ltd Tx Cnty Bld Bd	3,830,100	0	3,830,100	2,777,666	2,777,916	0	1,052,184
4022 - Ltd Tax Rfd Bonds	840,700	0	840,700	781,250	781,550	0	59,150

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4023 - Unltd Tx Rf Bds Sr	493,900	0	493,900	423,538	423,838	0	70,063
4024 - Ltd Tax Rfd Bnds	1,162,300	0	1,162,300	1,146,725	1,146,725	0	15,575
4026 - PassThr Toll Rv	3,836,500	0	3,836,500	3,041,725	3,041,725	0	794,775
4284 - GObIg Refunding	4,354,200	0	4,354,200	4,157,538	4,157,861	0	196,340
4358 - Pass Thru Toll	1,759,500	0	1,759,500	1,758,700	1,758,700	0	800
4370 - Unlimited Tax Rd	1,995,100	0	1,995,100	1,846,003	1,846,326	0	148,774
4371 - Unltd Tax Road	6,387,900	0	6,387,900	4,647,829	4,647,829	250	1,739,821
4390 - Ltd Tx Fl Ctr BAB	736,700	0	736,700	682,075	682,325	0	54,375
4393 - Ltd Tx Fld Ctrl BAB	572,100	0	572,100	285,895	286,145	0	285,955
Total Debt Service Funds	31,728,600	0	31,728,600	25,685,732	25,687,728	250	6,040,624
Budgeted Internal Service Funds							
6123 - Group Wrks Comp	16,670,000	0	16,670,000	1,188,676	4,138,486	700,407	11,831,108
6130 - Self Insurance	3,750,000	0	3,750,000	(19,318)	1,158,700	5,798	2,585,502
Total Internal Service	20,420,000	0	20,420,000	1,169,358	5,297,186	706,205	14,416,610
Grand Total	226,240,073	261,503	232,305,038	39,027,527	71,241,048	16,196,533	144,867,472

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 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 **January 31, 2014** the gross amount of such payment being **$840,034.63.**

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)
January 31, 2014

GALVESTON COUNTY HEALTH PLAN

BALANCES PER THE BANK	BEGINNING BALANCE	DEPOSITS	WITHDRAWALS	ENDING BALANCE
BANK	$ 9.02	$ 840,034.63	$ 840,043.65	$ -
DEPOSITS IN TRANSIT				
PRIOR MONTH				
	-			-
CURRENT MONTH				-
				-
OUTSTANDING CHECKS				-
PRIOR MONTH				
-	-		-	-
CURRENT MONTH				-
-			-	
ADJUSTMENTS				
				-
		-	-	-
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BANK	**$ 9.02**	**$ 840,034.63**	**$ 840,043.65**	**$ -**

BALANCES PER THE IFAS	BEGINNING BALANCE	RECEIPTS	DISBURSEMENTS	ENDING BALANCE
IFAS	$ 9.02	$ 840,034.63	$ 840,043.65	$ -
ADJUSTMENTS:				
				-
				-
				-
				-
				-
				-
ADJUSTED BALANCES PER BOOK	**$ 9.02**	**$ 840,034.63**	**$ 840,043.65**	**$ -**

PROSPERITY BANK

Statement Date	1/31/2014
Account No	7432671
	Page 1 of 3

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

6771

1

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

01/01/2014	Beginning Balance				$9.02
	5 Deposits/Other Credits			+	$840,034.63
	6 Checks/Other Debits			-	$840,043.65
01/31/2014	Ending Balance	31	Days in Statement Period		$0.00

DEPOSITS/OTHER CREDITS

Date	Description	Amount
01/07/2014	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 15609-1573	$64,028.98
01/09/2014	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 15736-1593	$233,681.05
01/17/2014	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 15937-1610	$125,975.38
01/27/2014	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 16107-1621	$311,452.90
01/30/2014	Internet Trf Deposit IB TR FROM ACCT *1431 Fd Hlth Cks 16220-1638	$104,896.32

OTHER DEBITS

Date	Description	Amount
01/07/2014	Wire Transfer WIRE OUT Boon Chapman	$64,028.98
01/09/2014	Wire Transfer WIRE OUT Boon Chapman	$233,681.05
01/17/2014	Wire Transfer WIRE OUT Boon Chapman	$125,975.38
01/27/2014	Internet Trf W/D IB TR TO ACCT *1431 Transf of Int Earned O	$9.02
01/27/2014	Wire Transfer WIRE OUT Boon Chapman	$311,452.90
01/30/2014	Wire Transfer WIRE OUT Boon Chapman	$104,896.32

DAILY ENDING BALANCE

Date	Balance	Date	Balance	Date	Balance
01-01	$9.02	01-09	$9.02		
01-07	$9.02	01-17	$9.02		

9001

102071 : 00677101

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 01/01/14			9.02
	01/07/14	JE00040066	BC CLAIMS 15609-15735 EFT14862	64,028.98		64,038.00
	01/07/14	JE00040066	BC CLAIMS 15609-15735 EFT14862		64,028.98	9.02
	01/09/14	JE00040110	BC CLAIMS#15736-15936 EFT14871	233,681.05		233,690.07
	01/09/14	JE00040110	BC CLAIMS#15736-15936 EFT14871		233,681.05	9.02
	01/17/14	JE00040150	BC CLAIMS #15937-16106	125,975.38		125,984.40
	01/17/14	JE00040150	BC CLAIMS #15937-16106		125,975.38	9.02
	01/27/14	JE00040191	BC 1ST Q INT OCT-DEC 2013		9.02	
	01/27/14	JE00040190	BC CLAIMS #16107-16219	311,452.90		311,452.90
	01/27/14	JE00040190	BC CLAIMS #16107-16219		311,452.90	
	01/30/14	JE00040208	BC CLAIMS #16220-16388	104,896.32		104,896.32
	01/30/14	JE00040208	BC CLAIMS #16220-16388		104,896.32	
		DR	* Object Total *	840,034.63*	840,043.65*	*
		DR-CR	** Fnd C Ct Total **	840,034.63*	840,043.65*	*

AGENDA ITEM #2.

Summary of Bi-Weekly Personnel Movements

Pay Period #3: January 16-29, 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				1			1						0
County Commissioners	7.0						0							0						0
Tax Office	50.0						0							0						0
County Auditor	32.0						0				1			1						0
County Clerk	43.0						0							0						0
County Clerk Records Mgmt	2.0				1		1							0						0
County Clerk Records Archives	6.0						0							0						0
County Clerk Elections	5.0						0							0						0
Purchasing Agent	7.0						0				1			1						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						0
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						0			1				1						0
Pre-Trial Release	7.0						0							0						0
Sheriff	492.0	7					7	3		1				4						0
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						0							0						0
Building Inspector	2.0						0							0						0
Community Services	4.0						0							0						0
Information Technology	43.0						0							0						0
County Parks and Senior Services	64.0						0							0						0
Museum	2.0						0							0						0
Road & Bridge/Flood/Beach	62.0						0							0	1	1				2
County Health District	1.0						0							0						0
Juvenile Justice	69.0	1					1							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	8	0	0	1	0	9	3	0	2	3	0	0	8	1	1	0	0	0	2
Job Applications Received	223																			

Revised 10/2013

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 1/16/2014 thru 1/29/2014

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
111000	County Judge	DRUMMOND, TYLER	FTBE	3 DEPUTY CHIEF OF STAFF	1/20/2014		22B1	$58,273	2,241.31 B	TRANSFER
114020	Co Clerk Rec Mgmt & Pres	MENDOZA, FELICEE G	PTNH	11 DEPUTY COUNTY CLERK-PT	1/27/2014		10A1	$14,237	13.69 H	APPOINTMENT
114030	Election Expense	HARRELL, CHRISTOPHER	PTEL	500 ELECTION WORKER-TEMP	1/16/2014		0000	$10,400	10.00 H	APPOINTMENT
114030	Election Expense	HOOD, DAVID E	PTEL	500 ELECTION WORKER-TEMP	1/16/2014		0000	$10,400	10.00 H	APPOINTMENT
114030	Election Expense	MCQUILLON, JENNIE L	PTEL	500 ELECTION WORKER-TEMP	1/16/2014		0000	$10,400	10.00 H	APPOINTMENT
114030	Election Expense	MINTER, JENNIE A	PTEL	500 ELECTION WORKER-TEMP	1/16/2014		0000	$10,400	10.00 H	APPOINTMENT
114030	Election Expense	TERRY, ROSALIE D	PTEL	500 ELECTION WORKER-TEMP	1/16/2014		0000	$10,400	10.00 H	APPOINTMENT
127100	District Attorney	ANDERSON, BRENDA B	FTBE	88 LEGAL ADMINISTRATIVE CLERK	1/16/2014		09D1	$29,188	1,122.62 B	REASSIGNMENT
127100	District Attorney	JONES, MEGAN S	FTBE	16 SENIOR ASST DIST ATTORNEY	1/20/2014		23D1	$67,579	2,599.23 B	RET FMLA/MED
151500	Tax Assessor/Collector	CONNLEY, ADDIE	PTNH	501 VOTER REGISTRATION- TEMP		1/17/2014	0000	$10,587	10.18 H	TERMINATION
211132	M.H.M.R. - Sheriff	WHITED, EMILY B	FTBE	6 MH DEPUTY/COURT LIASON	1/16/2014		15H1	$43,329	1,666.54 B	PROMOTION
211133	Corrections-Sheriff	ANDERSON, BRIAN D	FTBE	236 ENTRY LEVEL	1/22/2014		12D1	$33,849	1,301.90 B	APPOINTMENT
211133	Corrections-Sheriff	GILLS, NINA H	FTBE	286 ENTRY LEVEL	1/22/2014		12D1	$33,849	1,301.90 B	APPOINTMENT
211133	Corrections-Sheriff	HOLLANDS JR, JEREMY A	FTBE	66 ENTRY LEVEL	1/22/2014		12D1	$33,849	1,301.90 B	APPOINTMENT
211133	Corrections-Sheriff	LUGO, CHRISTOPHER M	FTBE	62 ENTRY LEVEL	1/22/2014		12D1	$33,849	1,301.90 B	APPOINTMENT
211133	Corrections-Sheriff	MARTIN, RACHEAL V	FTBE	122 ENTRY LEVEL	1/22/2014		12D1	$33,849	1,301.90 B	TRANSFER
211133	Corrections-Sheriff	MOORE, MARTHA L	FTBE	138 DEPUTY III	1/24/2014		15H1	$43,329	1,666.54 B	CAREER LADDER
211133	Corrections-Sheriff	SHAW, ERIN CHRISTINE	FTBE	78 ENTRY LEVEL	1/22/2014		12D1	$33,849	1,301.90 B	APPOINTMENT
211133	Corrections-Sheriff	TURNER, KANISHA L	FTBE	154 ENTRY LEVEL	1/22/2014		12D1	$33,849	1,301.90 B	APPOINTMENT
211143	Patrol Division	BRYANT, CHRISTOPHER M	FTBE	1 DEPUTY V	1/28/2014		17J1	$50,249	1,932.67 B	CAREER LADDER
211143	Patrol Division	SHAFER, NOAH K	PTNS	52 DEPUTY, PART-TIME	1/24/2014		0000	$1,548	59.55 B	REASSIGNMENT
256105	Juv Justice - Administration	BESHEARS, VICKIE J	FTBE	9 FINANCIAL ANALYST	1/16/2014		20A1	$46,661	1,794.68 B	TRANSFER
296121	Seawall Maintenance	KEAR, SEAN	FTBE	6 SEAWALL MAINTENANCE OPER		1/21/2014	10A1	$28,476	1,095.24 B	TERMINATION
312120	F.M. Lateral Road	ISAACKS, ROBERT J	FTBE	45 HEAVY EQUPIMENT OPERATOR I	1/23/2014		09A1	$27,104	1,042.46 B	REINSTATEMENT

* 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
FEB 06 2014
GALVESTON COUNTY JUDGE

February 3, 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
1020 POINT ISABEL LN	FRIENDSWOOD TX 77546	27-JAN-2014	604331
1022 POINT ISABEL LN	FRIENDSWOOD TX 77546	27-JAN-2014	604332
1024 POINT ISABEL LN	FRIENDSWOOD TX 77546	27-JAN-2014	604333
1026 POINT ISABEL LN	FRIENDSWOOD TX 77546	27-JAN-2014	604334
1028 POINT ISABEL LN	FRIENDSWOOD TX 77546	27-JAN-2014	604335
1030 POINT ISABEL LN	FRIENDSWOOD TX 77546	27-JAN-2014	604336
1017 POINT ISABEL LN	FRIENDSWOOD TX 77546	27-JAN-2014	604337
1019 POINT ISABEL LN	FRIENDSWOOD TX 77546	27-JAN-2014	604338
1021 POINT ISABEL LN	FRIENDSWOOD TX 77546	27-JAN-2014	604339
1023 POINT ISABEL LN	FRIENDSWOOD TX 77546	27-JAN-2014	604340
1025 POINT ISABEL LN	FRIENDSWOOD TX 77546	27-JAN-2014	604341
1027 POINT ISABEL LN	FRIENDSWOOD TX 77546	27-JAN-2014	604342
1029 POINT ISABEL LN	FRIENDSWOOD TX 77546	27-JAN-2014	604343
2205 TEXOMA BEND LN	FRIENDSWOOD TX 77546	27-JAN-2014	604345
2203 TEXOMA BEND LN	FRIENDSWOOD TX 77546	27-JAN-2014	604346
2201 TEXOMA BEND LN	FRIENDSWOOD TX 77546	27-JAN-2014	604347
2200 TEXOMA BEND LN	FRIENDSWOOD TX 77546	27-JAN-2014	604348
2203 STILLHOUSE HOLLOW LN	FRIENDSWOOD TX 77546	27-JAN-2014	604349
2205 STILLHOUSE HOLLOW LN	FRIENDSWOOD TX 77546	27-JAN-2014	604350
2207 STILLHOUSE HOLLOW LN	FRIENDSWOOD TX 77546	27-JAN-2014	604351
2209 STILLHOUSE HOLLOW LN	FRIENDSWOOD TX 77546	27-JAN-2014	604352
2211 STILLHOUSE HOLLOW LN	FRIENDSWOOD TX 77546	27-JAN-2014	604353
2213 STILLHOUSE HOLLOW LN	FRIENDSWOOD TX 77546	27-JAN-2014	604354
2215 STILLHOUSE HOLLOW LN	FRIENDSWOOD TX 77546	27-JAN-2014	604355
2200 STILLHOUSE HOLLOW LN	FRIENDSWOOD TX 77546	27-JAN-2014	604356
2202 STILLHOUSE HOLLOW LN	FRIENDSWOOD TX 77546	27-JAN-2014	604357
2204 STILLHOUSE HOLLOW LN	FRIENDSWOOD TX 77546	27-JAN-2014	604358
2206 STILLHOUSE HOLLOW LN	FRIENDSWOOD TX 77546	27-JAN-2014	604359

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
2208 STILLHOUSE HOLLOW LN	FRIENDSWOOD TX 77546	27-JAN-2014	604360
2210 STILLHOUSE HOLLOW LN	FRIENDSWOOD TX 77546	27-JAN-2014	604361
2212 STILLHOUSE HOLLOW LN	FRIENDSWOOD TX 77546	27-JAN-2014	604362
2214 STILLHOUSE HOLLOW LN	FRIENDSWOOD TX 77546	27-JAN-2014	604363
1025 BOLIVAR POINT LN	FRIENDSWOOD TX 77546	27-JAN-2014	604365
1027 BOLIVAR POINT LN	FRIENDSWOOD TX 77546	27-JAN-2014	604366
1029 BOLIVAR POINT LN	FRIENDSWOOD TX 77546	27-JAN-2014	604367
1031 BOLIVAR POINT LN	FRIENDSWOOD TX 77546	27-JAN-2014	604368
1033 BOLIVAR POINT LN	FRIENDSWOOD TX 77546	27-JAN-2014	604369
1035 BOLIVAR POINT LN	FRIENDSWOOD TX 77546	27-JAN-2014	604370
1026 BOLIVAR POINT LN	FRIENDSWOOD TX 77546	27-JAN-2014	604371
1028 BOLIVAR POINT LN	FRIENDSWOOD TX 77546	27-JAN-2014	604372
1030 BOLIVAR POINT LN	FRIENDSWOOD TX 77546	27-JAN-2014	604373
1032 BOLIVAR POINT LN	FRIENDSWOOD TX 77546	27-JAN-2014	604374
1034 BOLIVAR POINT LN	FRIENDSWOOD TX 77546	27-JAN-2014	604375
1036 BOLIVAR POINT LN	FRIENDSWOOD TX 77546	27-JAN-2014	604376
1038 BOLIVAR POINT LN	FRIENDSWOOD TX 77546	27-JAN-2014	604377
1040 BOLIVAR POINT LN	FRIENDSWOOD TX 77546	27-JAN-2014	604378
1042 BOLIVAR POINT LN	FRIENDSWOOD TX 77546	27-JAN-2014	604379
1044 BOLIVAR POINT LN	FRIENDSWOOD TX 77546	27-JAN-2014	604380
1046 BOLIVAR POINT LN	FRIENDSWOOD TX 77546	27-JAN-2014	604381
1048 BOLIVAR POINT LN	FRIENDSWOOD TX 77546	27-JAN-2014	604382
700 2ND ST UNIT A	LEAGUE CITY TX 77573	29-JAN-2014	604400
1 DOMINION CT	FRIENDSWOOD TX 77546	31-JAN-2014	604408

TNMP

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

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

RECEIVED
FEB 05 2014
GALVESTON COUNTY JUDGE

January 27, 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
1805 EGRET BAY BLV APT 405	LEAGUE CITY TX 77573	23-JAN-2014	604282
1805 EGRET BAY BLV APT 406	LEAGUE CITY TX 77573	23-JAN-2014	604283
1805 EGRET BAY BLV APT 407	LEAGUE CITY TX 77573	23-JAN-2014	604284
N 2 GOLDEN OAK DR	TEXAS CITY TX 77591	23-JAN-2014	604316
7922 EMERALD OAK DR	TEXAS CITY TX 77591	23-JAN-2014	604317
7910 EMERALD OAK DR	TEXAS CITY TX 77591	23-JAN-2014	604318
2221 MOONSTONE CT	TEXAS CITY TX 77591	21-JAN-2014	604242
1805 EGRET BAY BLV APT 408	LEAGUE CITY TX 77573	23-JAN-2014	604285
1805 EGRET BAY BLV APT 409	LEAGUE CITY TX 77573	23-JAN-2014	604286
1805 EGRET BAY BLV APT 410	LEAGUE CITY TX 77573	23-JAN-2014	604287
1805 EGRET BAY BLV APT 411	LEAGUE CITY TX 77573	23-JAN-2014	604288
1805 EGRET BAY BLV APT 412	LEAGUE CITY TX 77573	23-JAN-2014	604289
1805 EGRET BAY BLV APT 413	LEAGUE CITY TX 77573	23-JAN-2014	604290
1805 EGRET BAY BLV APT 414	LEAGUE CITY TX 77573	23-JAN-2014	604291
1805 EGRET BAY BLV UNIT HM 5	LEAGUE CITY TX 77573	23-JAN-2014	604292
1805 EGRET BAY BLV APT 501	LEAGUE CITY TX 77573	23-JAN-2014	604293
1805 EGRET BAY BLV APT 502	LEAGUE CITY TX 77573	23-JAN-2014	604294
1805 EGRET BAY BLV APT 503	LEAGUE CITY TX 77573	23-JAN-2014	604295
1805 EGRET BAY BLV APT 504	LEAGUE CITY TX 77573	23-JAN-2014	604296
1805 EGRET BAY BLV APT 505	LEAGUE CITY TX 77573	23-JAN-2014	604297
1805 EGRET BAY BLV APT 506	LEAGUE CITY TX 77573	23-JAN-2014	604298
1805 EGRET BAY BLV APT 507	LEAGUE CITY TX 77573	23-JAN-2014	604299
1805 EGRET BAY BLV APT 508	LEAGUE CITY TX 77573	23-JAN-2014	604300
1805 EGRET BAY BLV APT 509	LEAGUE CITY TX 77573	23-JAN-2014	604301
1805 EGRET BAY BLV APT 510	LEAGUE CITY TX 77573	23-JAN-2014	604302
1805 EGRET BAY BLV UNIT HM 6	LEAGUE CITY TX 77573	23-JAN-2014	604303
1805 EGRET BAY BLV APT 601	LEAGUE CITY TX 77573	23-JAN-2014	604304
1805 EGRET BAY BLV APT 602	LEAGUE CITY TX 77573	23-JAN-2014	604305

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
1805 EGRET BAY BLV APT 603	LEAGUE CITY TX 77573	23-JAN-2014	604306
1805 EGRET BAY BLV APT 604	LEAGUE CITY TX 77573	23-JAN-2014	604307
1805 EGRET BAY BLV APT 605	LEAGUE CITY TX 77573	23-JAN-2014	604308
1805 EGRET BAY BLV APT 606	LEAGUE CITY TX 77573	23-JAN-2014	604309
1805 EGRET BAY BLV APT 607	LEAGUE CITY TX 77573	23-JAN-2014	604310
1805 EGRET BAY BLV APT 608	LEAGUE CITY TX 77573	23-JAN-2014	604311
1805 EGRET BAY BLV APT 609	LEAGUE CITY TX 77573	23-JAN-2014	604312
1805 EGRET BAY BLV APT 610	LEAGUE CITY TX 77573	23-JAN-2014	604313
5703 FOREST COVE DR	DICKINSON TX 77539	22-JAN-2014	604247
N 424 VIONETT LN	TEXAS CITY TX 77591	24-JAN-2014	604324
1016 POINT ISABEL LN	FRIENDSWOOD TX 77546	22-JAN-2014	604249
1018 POINT ISABEL LN	FRIENDSWOOD TX 77546	22-JAN-2014	604250
1805 EGRET BAY BLV UNIT HM 2	LEAGUE CITY TX 77573	22-JAN-2014	604251
1805 EGRET BAY BLV APT 201	LEAGUE CITY TX 77573	22-JAN-2014	604252
1805 EGRET BAY BLV APT 202	LEAGUE CITY TX 77573	22-JAN-2014	604253
1805 EGRET BAY BLV APT 203	LEAGUE CITY TX 77573	22-JAN-2014	604254
1805 EGRET BAY BLV APT 204	LEAGUE CITY TX 77573	22-JAN-2014	604255
1805 EGRET BAY BLV APT 205	LEAGUE CITY TX 77573	22-JAN-2014	604256
1805 EGRET BAY BLV APT 206	LEAGUE CITY TX 77573	22-JAN-2014	604257
1805 EGRET BAY BLV APT 207	LEAGUE CITY TX 77573	22-JAN-2014	604258
1805 EGRET BAY BLV APT 208	LEAGUE CITY TX 77573	22-JAN-2014	604259
1805 EGRET BAY BLV APT 209	LEAGUE CITY TX 77573	22-JAN-2014	604260
1805 EGRET BAY BLV APT 210	LEAGUE CITY TX 77573	22-JAN-2014	604261
1805 EGRET BAY BLV APT 211	LEAGUE CITY TX 77573	22-JAN-2014	604262
1805 EGRET BAY BLV APT 212	LEAGUE CITY TX 77573	22-JAN-2014	604263
1805 EGRET BAY BLV APT 213	LEAGUE CITY TX 77573	22-JAN-2014	604264
1805 EGRET BAY BLV APT 214	LEAGUE CITY TX 77573	22-JAN-2014	604265
1805 EGRET BAY BLV UNIT HM 3	LEAGUE CITY TX 77573	22-JAN-2014	604266

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
1805 EGRET BAY BLV APT 301	LEAGUE CITY TX 77573	22-JAN-2014	604267
1805 EGRET BAY BLV APT 302	LEAGUE CITY TX 77573	22-JAN-2014	604268
1805 EGRET BAY BLV APT 303	LEAGUE CITY TX 77573	22-JAN-2014	604269
1805 EGRET BAY BLV APT 304	LEAGUE CITY TX 77573	22-JAN-2014	604270
1805 EGRET BAY BLV APT 305	LEAGUE CITY TX 77573	22-JAN-2014	604271
1805 EGRET BAY BLV APT 306	LEAGUE CITY TX 77573	22-JAN-2014	604272
1805 EGRET BAY BLV APT 307	LEAGUE CITY TX 77573	22-JAN-2014	604273
1805 EGRET BAY BLV APT 308	LEAGUE CITY TX 77573	22-JAN-2014	604274
1805 EGRET BAY BLV APT 309	LEAGUE CITY TX 77573	22-JAN-2014	604275
1805 EGRET BAY BLV APT 310	LEAGUE CITY TX 77573	22-JAN-2014	604276
1805 EGRET BAY BLV UNIT HM 4	LEAGUE CITY TX 77573	23-JAN-2014	604277
1805 EGRET BAY BLV APT 401	LEAGUE CITY TX 77573	23-JAN-2014	604278
1805 EGRET BAY BLV APT 402	LEAGUE CITY TX 77573	23-JAN-2014	604279
1805 EGRET BAY BLV APT 403	LEAGUE CITY TX 77573	23-JAN-2014	604280
1805 EGRET BAY BLV APT 404	LEAGUE CITY TX 77573	23-JAN-2014	604281

AGENDA ITEM #4.

City of Galveston

Office of the City Secretary

P.O. Box 779 / Galveston, Texas 77553-0779 / (409) 797-3510 / Fax (409) 797-3511

February 4, 2014

County Judge Mark Henry
Galveston County
722 Moody Street, Suite 200
Galveston, TX 77550

Dear Judge Henry:

This letter is to inform you that at the regular meeting of the City Council held on Thursday, January 23, 2014, David Van Riper was nominated to serve as the City's representative on the Gulf Coast Water Authority. City Council looks forward to the Commissioners Court's ratification and appointment of Mr. Van Riper to this position.

If you have any questions regarding this appointment, please feel free to contact me at 409-797-3510 or williamsjan@cityofgalveston.org.

Sincerely,

Janelle Williams
City Secretary

cc: Roxann Lewis, Galveston County
Brandy Chapman, Galveston County
Renee Dondonay, Gulf Coast Water Authority

Nomination of the following individual to a position on the Gulf Coast Water Authority:

1. David Van Riper

David Van Riper

[redacted]

Friendswood, Texas 77546

[redacted]

[redacted]

Employment History

August 2011-Present: City of Galveston

Director of Municipal Utilities

Manage 5 Wastewater Treatment plants, 3 water pumping stations, 6 elevated towers, and 71 lift stations. Lead and direct 170 utilities team members. Oversee the maintenance and rehabilitation 0f 348 miles of sanitary sewer and 318 miles of water distribution system.

Projects:

- $75M reconstruction of the City's 10 MGD Main WWTP.
- 22 Lifts station rehabilitation.
- Installation of 20" HDPE Pelican Island water line loop.
- Reconstruction and mitigation of Lift Station #1.
- Reconstruction of 3 MGD Airport Wastewater Treatment Plant.
- Construction of Isla Del Sol Elevated Storage Tank.
- Construction of Jamaica Beach Elevated Storage Tank.

August 2007-August 2011 NRG Texas

Environmental Specialist

Ensure Greens Bayou and T.H. Wharton Electric Generating Plants are in compliance with TCEQ, EPA regulations. Manage all wastewater discharge permits, Public Water Systems, solid waste, hazardous waste, spill plans, and emergency management.

Projects:

- Renewal of all wastewater discharge permits.
- Write PWS standard operating procedures.

- Organize all environmental projects

June 1997-August 2007 City of Webster

Chief Water and Wastewater Operator

Supervise and manage all water, wastewater operations, and infrastructure. Project Management and Community Development.

Projects:

- Expansion of the city's 1.65 MGD Wastewater Treatment Plant.
- Water and sewer line relocation for the NASA 1 overpass.
- Supervise July 4th Celebrations.

Military Service

November 1981-January 1985 United States Air Force

- Electronic Missile Maintenance Technician Ellsworth A.F.B., Rapid City South Dakota.

Education

- Bachelor of Science in Environmental Management from the University of Houston-Clear Lake.
- Certificate of Technology from San Jacinto College in Environmental Technology.

Certification

- TCEQ A Water Operator's License.
- TCEQ A Wastewater Operator's License.
- Certified Instructor for Water and Wastewater from Texas Water Utilities Association.

Additional Training

- 7 Habits of highly Effective People.
- University of Virginia Senior Executive Institute Leading Education And Development.

Associations

- President-Elect of Gulf Area Utilities Association.
- 27 Years as a Member Texas Water Utilities Association.
- Over 20 Years as a Member American Water Works Association.
- Texas Water 2013 Volunteer Chair, Galveston Texas.
- Chair of Underground Construction Technology.

AGENDA ITEM #5.

Nomination of the following individual to a position on the Galveston County United Board of Health, which term expires 4/30/2014:

1. Mary Jo Godinich, M.D.

ABBREVIATED CURRICULUM VITAE

Mary Jo Godinich, M.D.
[redacted]
Texas City, Texas 77591
Telephone [redacted]
FAX [redacted]
Email [redacted]

ACADEMIC GOAL: Clinical education of pharmacy students, medical students, and other health care personnel

EDUCATION:
Bachelor of Science, Pharmacy University of Texas at Austin, Texas 1982
Doctor of Medicine, Texas Tech University School of Medicine, Texas 1986
Internal Medicine Internship, Mount Sinai Hospital, Chicago, Illinois, 1987
Internal Medicine Residency, Northwestern University, Chicago, Illinois, 1989
Research Fellowship, Northwestern University, Chicago, Illinois, 1990
Clinical Fellowship, Nephrology, UTMB, Galveston, Texas 1991
Research Fellowship, UTMB Galveston, UT Houston, Texas 1993

CURRENT POSITIONS:
Owner/CEO Nephrology Associates of Galveston County
Medical Director, SNG Sandcastle Dialysis, LLP
Medical Director HCA Mainland Dialysis Acute Dialysis Unit
Chair, Pharmacy & Therapeutics Committee, Clear Lake Regional Medical Center
Chair, Graduate Medical Education Committee, Clear Lake Regional Medical Center

LICENSE/BOARD CERTIFICATION:
Permanent Medical License State of Texas (#H3316) (Effective 2-26-88)
Pharmacy License State of Texas (#26379) (Effective 7-27-82)
Diplomate in Internal Medicine, (Effective 8-25-91), Recertification 2001, 2011
Diplomate in Nephrology, (Effective 7-1-96), Recertification, 2006

SPECIAL SKILLS/INTERESTS:
Preventive health measures through patient education
Bridging the gap between pharmacists and physicians in the healthcare environment
Standards of healthcare: Meaningful Use, Physician Quality Reporting Systems, Crown Web, Core Measures, ISMP
Healthcare provider impact on the community
Business development, management, and maintenance: hemodialysis and clinical practice
Electronic Health Record Implementation: private practice, hospital, dialysis center
Case review for malpractice claims
Self defense

Detailed Curriculum Vitae Enclosed

AGENDA ITEM #6.

Consideration of reappointment of the following individual to the Galveston County Investment Committee:

1. Sean Doyle

AGENDA ITEM #10.

Option 1	CrimeSHIELD Advanced	Limit of Insurance*	Deductible**
	IA1 - EMPLOYEE THEFT	$1,000,000	$150,000
	IA2 - EMPLOYEE THEFT CLIENT PREMISES	N/A	N/A
	IA3 - COMPUTER AND FUNDS TRANSFER FRAUD	$1,000,000	$150,000
	IA4 - INSIDE THE PREMISES - MONEY, SECURITIES AND OTHER PROPERTY	N/A	N/A
	IA5 -OUTSIDE THE PREMISES - MONEY, SECURITES AND OTHER PROPERTY	N/A	N/A
	IA6 - DEPOSITORS FORGERY OR ALTERATION	N/A	N/A
	IA7 - CREDIT, DEBIT OR CHARGE CARD FORGERY	N/A	N/A
	IA8 - MONEY ORDERS AND COUNTERFEIT CURRENCY	N/A	N/A
	IA9 - INVESTIGATIVE EXPENSES	N/A	N/A
	IA10 - COMPUTER SYSTEMS RESTORATION EXPENSES	N/A	N/A
	IA11 IDENTITY RECOVERY EXPENSES REIMBURSEMENT	N/A	N/A
	ANNUAL PREMIUM:* **	**$5,964**	

* *LIMIT OF INSURANCE: In excess of the primary attachment point or primary deductible.*

** *ATTACHMENT POINT / DEDUCTIBLE: Each Claim.*

*** *Statutory taxes, fees and/or guarantee fund taxes and other applicable state specific premium surcharges are separate and in addition to the indicated premium.*

ENDORSEMENTS, EXCLUSIONS AND LIMITATIONS

Form Number	Name	Applicable to Option #
CA00H00200	Crimeshield Advanced Policy Declarations	1
CA00H00300	The Hartford Crimeshield Advanced Policy	1
CA00H12600	Bond Billing Statement	1
CA42H00400	Texas Amendatory Endorsement	1
CA42H00500	Texas Cancellation and Nonrenewal Endorsement	1
CA42H00600	Texas Notice	1
HR00H09300	Producer Compensation Notice	1
HR42H00600	Texas Important Notice	1
CA00H09300	Amendment For Governmental Entities	1

Note: Endorsement titles are used for ease of reference only. If you have questions regarding the scope of the above endorsements, please request a specimen copy using the corresponding form number above.

This quote is subject to the underwriter's receipt review and acceptance of the following <u>prior to binding:</u>

AGENDA ITEM #11.

GRESHAM & ASSOCIATES
INSURANCE BROKERS
The Independent Source For Wholesale Insurance

Date: January 29, 2014

To: Sheila Bagley
Galveston Insurance Associates

From: Aileen Spiker, Broker
Phone: 561-656-0475
Email: aspiker@greshaminc.com

Re: Insured: Galveston County District Clerk
Submission: 1052982

We are pleased to offer the following **quotation**. Please review this quotation carefully, as the terms and conditions offered may be different than requested. A specimen copy of the policy is available at your request. *You must contact us to bind this quotation.*

*****SEE ATTACHED COMPANY QUOTE*****

Coverage:	D&O Public	
Carrier:	Western World Insurance Company - Non-Admitted	
Policy Period:	TBD	Term: 12 Months
Premium:		$6,078.00 Minimum & Deposit -100%
Fees:	Policy Fee	$150.00 Fully Earned at Binding
Taxes:	Surplus Lines Tax	$302.06 Gresham to Handle
	Stamping Office Fee	$3.74
Total:		**$6,533.80**
Limits:	$1,000,000	
Deductible:	$10,000	
Subject to:	Signed Binder Request at Binding Copy of 5 year Loss Runs Signed & Dated Western World application due at Binding	

ALL OTHER TERMS AND CONDITIONS APPLY PER FORM

Western World

Applicant:	District Clerk of Galveston County
Quote #:	Q522773-02
Policy Period:	02/01/2014 - 02/01/2015
State:	TX
Policy Type:	D & O

Quoted By: Western World Insurance Company (BEST RATING: **A+ SUPERIOR**; Non-Admitted)
PLEASE NOTE: This risk is being quoted by the Brokerage Division of Western World. Only a Brokerage Division underwriter is authorized to change terms and conditions (including additional limit / retention options), bind and issue this quote. Please contact the underwriter referenced above in order to proceed with any of these actions.

PREMIUM SUMMARY:

D & O	$ 6,078.00	
Policy Premium	**$ 6,078.00**	+ S/L Taxes & Fees

We are pleased to offer the following quote:

DIRECTORS AND OFFICERS LIMITS OF INSURANCE:

Aggregate Limit	1,000,000
Retention Per Claim	10,000

PROFESSIONAL SERVICES:

Class Description	Basis	Exposure	Premium
Municipal Subdivision	Gross Revenue Range	As per Application	6,078.00
Employment Practices Liability	Employee Range	As per Application	Included

ADDITIONAL COVERAGE NOTES:

DEL02 (10/11) Directors, Officers, Insured Entity And Employment Practices Insurance Coverage Part Declarations
EPLI Aggregate Limit : 1,000,000
EPLI Retention Amount : 10,000
DEL102 (08/13) Crisis Management Endorsement
Limit : 25,000
DEL75A (01/13) Modified Defense Outside of Shared Limits Endorsement
Shared Limit Amount . 1,000,000
DEL98 (06/13) Settlement Amendatory Endorsement
Percent of all subsequent "defense costs" : 50
Remaining percent of "defense costs" : 50

This quote is subject to the following terms:

Western World

Five years currently valued loss runs
Fully completed and signed Western World Application(s) listed in the Application List.

APPLICATION LIST:

Application Number	ED Date	Application Name
DELPOLAPP	10/11	Public Entity Liability and Employment Practices Insurance Application

SUBJECT TO THE FOLLOWING ENDORSEMENTS:

Form Number	ED Date	Form Name
DEL01	02/12	Directors, Officers, Insured Entity and Employment Practices Insurance Coverage Form
DEL02	10/11	Directors, Officers, Insured Entity And Employment Practices Insurance Coverage Part Declarations
DEL102	08/13	Crisis Management Endorsement
DEL17	03/10	Asbestos Exclusion (Total Asbestos Exclusion)
DEL19	03/10	Policyholder Disclosure (Notice of Terrorism Insurance Coverage)
DEL70	12/11	Municipal Entity Limitation Endorsement
DEL75A	01/13	Modified Defense Outside of Shared Limits Endorsement
DEL94	07/12	Extended Reporting Period Endorsement
DEL98	06/13	Settlement Amendatory Endorsement
IL0017	11/98	Common Policy Conditions
TX-GFN	04/09	TX Guaranty Fund Nonparticipation Notice
WW22	02/13	Service of Suit
WW230	08/11	Common Policy Declarations
WWTX1	02/11	Important Notice - Texas

This quote is valid for 30 days from the date of mailing.

We are pleased to offer the proceeding quotation which should be reviewed carefully as the terms and conditions of coverage may differ from those requested on your application/submission.

Please note that if between the date of this quotation and the effective date of the policy there is a significant adverse change in the condition of this Applicant, or an occurrence of an event, or other circumstances which could substantially change the underwriting evaluation of the Applicant, then, at the Insurer's option, this quotation may be withdrawn by written notice thereof to Applicant.
The Insurer also reserves the right to modify the final terms and conditions upon review of the completed application and any other information requested by the underwriter herein. If such material change in the risk is discovered after binding, the insurance coverage will be void ab initio ("from the beginning").

Thank you for considering Western World as your market of choice. We look forward to working with you. Should you have any questions, please do not hesitate to contact me.

Western World
INSURANCE GROUP

Public Entity Liability and Employment Practices Insurance Application

1. Name of Organization: Galveston County District Clerk
2. Address: 722 Moody
   City: Galveston State: TX Zip: 77550
3. Web Site Address: www.galvestoncountytx.gov
4. Contact person to receive all notices on behalf of the Insured: Rachel Wynslow
   Title: Insurance Analyst Contact's Phone Number: (409) 770-5363
5. When organized?
6. Type of Public Entity: ☐ Town, City, Village ☒ County, Parish ☐ State ☐ Special District Authority
   Type of Authority: ☐ Water, Sewer, Utility ☐ Transit ☐ Port, Airport ☐ Housing ☐ Development
   ☐ Other (please provide details):
7. District Clerks Office

Public Entity	Revenues/Budget	Full Time Employees	Part Time Employees
Municipal Entity		55	0
Schools			
Healthcare Operations			
Fire & Police Dept.			

8. Are the Applicant's board, council or commission members elected or appointed? ☒ Elected ☐ Appointed
9. In the past five (5) years has any of the following occurred:
   a) Strike, slowdown or disruption by employees? ☐ Yes ☒ No
   b) Protests or civil commotion related to the Entity's operations or activities? ☐ Yes ☒ No
   c) Disputes involving integration, segregation, discrimination, or violation of civil rights? ☐ Yes ☒ No
   d) Grand jury investigations, recall proceedings or indictments of any official? ☐ Yes ☒ No
10. Does Applicant:
    a) Have zoning provisions that require public hearing from zoning changes? ☐ Yes ☐ No
    b) Have a disaster planning document in place for both natural disasters and terrorist acts? ☒ Yes ☐ No
    c) Employ lawyers, accountants, architects or engineers? ☒ Yes ☐ No

Financial Information:

11.

	Current Year 2012	Prior Year 2011	2nd Prior Year 2010
Revenues	110,895,195	109,463,078	117,463,864
Expenditures	96,820,585	96,883,501	99,202,197
Budget Surplus/Deficit	14,074,610	12,579,577	18,261,667
Outstanding Bond Issues	340,055,336	356,892,109	370,180,713

    a) Has any State or Federal funding (aid) been eliminated in the past year? ☐ Yes ☐ No
    b) Has the Public Entity been in default on principal or interest on any bond? ☐ Yes ☒ No
    c) Does the Public Entity anticipate any special projects that will substantially increase or decrease the budget in the next three years? ☐ Yes ☒ No
12. Please indicate the Applicant's bond rating: AA+ ☐ S&P ☐ Moody's ☒ Fitch

Employment Practices:

13. Does the Applicant have a Human Resources or Personnel Department? ☒ Yes ☐ No
14. Has there been or is there an anticipated reduction of employees in the past/next (12) months? ☐ Yes ☒ No
15. Does a lawyer review involuntary employment terminations prior to the termination of an employee? ☐ Yes ☒ No
16. Does the Applicant have a clear procedure in place to report Sexual Harassment and other complaints or grievances? ☒ Yes ☐ No
17. Does the Applicant have formal written procedures for hiring and firing employees? ☒ Yes ☐ No
18. Does the Applicant have policies/procedures outlining employee conduct with third parties? ☒ Yes ☐ No

District Clerk Expenditures	2012	2011	2010
	$3,035,625	$3,164,394	$2,923,879

19. Does the Applicant publish and distribute a uniform employee handbook? ☒ Yes ☐ No

Please indicate the policies adopted and published in the employee handbook:

☒ EEO Statement ☒ At-will Statement ☒ Sexual Harassment ☒ Progressive Discipline

☒ FMLA Policy ☒ Reasonable Accommodation ☒ E-Mail Use ☒ Retention of Computer Data/E-Mails

20. a) Within the last three (3) years, has any inquiry, complaint, notice of hearing, claim, or suit been made (including, but not limited to, Equal Employment Opportunity Commission, State Human Rights Boards, Municipal, State or Federal Regulatory Authorities), against the Organization, or any person proposed for insurance in the capacity of Director, Officer, Trustee, Employee, or Volunteer of the Applicant? ☐ Yes ☐ No

Provide details of each claim on a separate page.

b) Is any person(s) proposed for this insurance aware of any fact, circumstance, or situation, which may result in a claim against the Applicant or any of its Directors, Officers, Trustees, Employees, or Volunteers? ☐ Yes ☒ No

Provide details of each claim on a separate page.

21. Has any similar insurance on behalf of any person(s) or entity(ies) now sought to be insured been declined, non-renewed, cancelled or refused? If yes, provide details: ☐ Yes ☒ No

22. Current Insurance Company: _____

Policy Period: From: 1-22-13 To: 1-22-14

Limit: $ 1,000,000 Deductible: $ 1,000 Premium: $ 7,182

23. Limits of Insurance requested: $1,000,000

NO FACT, CIRCUMSTANCE OR SITUATION INDICATING THE PROBABILITY OF A CLAIM OR ACTION AGAINST WHICH INDEMNIFICATION IS OR WOULD BE AFFORDED BY THE PROPOSED INSURANCE IS NOW KNOWN TO ANY DIRECTOR, OFFICER, TRUSTEE, EMPLOYEE OR VOLUNTEER OF THIS ORGANIZATION, AND IT IS AGREED BY ALL CONCERNED THAT IF THERE BE KNOWLEDGE OF ANY SUCH FACT, CIRCUMSTANCE OR SITUATION, ANY CLAIM OR ACTION SUBSEQUENTLY EMANATING THEREFROM SHALL BE EXCLUDED FROM COVERAGE UNDER THE PROPOSED INSURANCE.

The undersigned authorized Officer of the Organization on behalf of the applicant and all persons or concerns seeking insurance, has read and understands the Application and declares that all statements set forth herein are true, complete and accurate. The undersigned further declares and represents that any occurrence or event taking place prior to the issuance of the policy applied for, which may render inaccurate, untrue or incomplete any statement made herein will immediately be reported in writing to the Insurer. The undersigned acknowledges and agrees that the submission and the Insurer's receipt of such written report, prior to the inception to the policy applied for, is a condition precedent to coverage.

The insured hereby further acknowledges that he/she/it is aware that legal defense costs that are incurred shall be applied against the retention amount.

WARNING

Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent act, which is a crime.

Although the signing of this application does not bind the undersigned on behalf of the Directors and Officers and the Organization to effect insurance, the undersigned, on behalf of the Directors and Officers and the Organization, agrees that this application and the information furnished pursuant hereto shall be the basis of the contract should a policy be issued and this application will become part of the policy. The Insurers are hereby authorized to make any investigation and inquiry in connection with this application, as they may deem necessary.

Signed: _____

(Must be signed by Officer of the Applicant)

Title: _____ Date: _____

AGENDA ITEM #12.

COUNTY OF GALVESTON

FY 2014 INVESTMENT REPORT
FIRST QUARTER
OCTOBER 2013 THROUGH DECEMBER 2013

TABLE OF CONTENTS

A. COMPLIANCE AND REPORTING REQUIREMENTS- 1

B. FINANCIAL SUMMARY – INVESTMENTS AT-A-GLANCE- 1

C. INDIVIDUAL INVESTMENT DETAIL
   1. INVESTABLE FUNDS NOT YET REQUESTED TO BE INVESTED- 2
   2. NON-INVESTABLE FUNDS (FUNDS FOR ACCOUNTS PAYABLE)- 2

D. INTEREST EARNED
   1. INTEREST SUMMARY FOR FUNDS 3

EXHIBITS

Exhibit A: "FACT SHEET" AND PORTFOLIO SUMMARY
Exhibit B: MONTHLY Proof for Accuracy: MM, LGIP and CASH
Exhibit C: Portfolio Holdings by Security Type
Exhibit D: Earnings and Yields Summary Report for the Quarter
Exhibit E: Collateral Report

FY 2014 INVESTMENT REPORT

Oct 1, 2013 THROUGH December 31, 2013

Disclosure; Notice of Significant Information:

There are currently no known areas of concern either with safety or diversity of investments held in Galveston County's Portfolio, or in regards to deposits held at any particular contracted institution. Furthermore, on October 1, 2011 Galveston County entered into a new Depository contract with Prosperity Bank to end September 30, 2015. The banking contract has several clauses including renegotiation options in 2013 which could result in higher yielding interest rates. Another benefit of the new contract details banking charges under the payment structure-interest vs. fee option which would result in saving the County significant amount of banking expenditures over the next four years.

A. COMPLIANCE AND REPORTING REQUIREMENTS

This report is made in accordance with the provisions of Government Code 2256 known as The Public Funds Investment Act, which requires the reporting of investments to Commissioners' Court at least quarterly.

This report is intended to present a fair, accurate, and detailed summary of investment activity. The investments held in Galveston County's portfolio comply with the Public Funds Investment Act, and the County's Investment Policy and Strategies. This report is prepared in compliance with generally accepted accounting principles.

B. FINANCIAL SUMMARY - INVESTMENTS AT-A-GLANCE

1. Securities held Dec 31, 2013[1]	$	0	see Exhibit C
2. Additional Investable funds as of Dec 31[B]	$	105, 985,065	see Exhibit A **(See note)**
3. Interest Earnings (Cash): Oct 1 to Dec 31	$	212,200	see Exhibit B

[B] Using the Investment Procedure's $10million base. Generally outside investments are yielding less than approved Pool deposits at this time.

[1]Figure is based upon Market Value and interest compounding as of the date listed.

[2]Investment interest figures do not include the interest earned on Cash (Demand, Money Market, CBA and Pool) Accounts. Those are reported in item 10. CDs only recorded at maturity.

[3]Purchased and Sold securities do not include NOW, CBA, Pool or Money Market Accounts. It does include reinvested interest earnings on CDs.

[4]All investments are CDs which receive interest that is reinvested. No market value changes.

The County's Investment policy sets the Interest Yield Benchmark as the 6 month Treasury Bill. As of December 31, 2013 it yielded 0.10%. The actual interest yield on the entire portfolio (Cash and Securities) is currently .749%, including the $10 million required liquidity.

Galveston County currently owns 0 securities at this time due to low yielding interest rates on securities and CD's. There are no outstanding investment transactions at this time.

Cash flow analyses were done for bond project funds. The County's investment procedures suggest that $10 million be kept as a liquidity base for current accounts payable with the remainder laddered out. As of December 31, 2013 there was approximately $105,985,065.15 in additional funds that could be available for investment into securities. Of this, 99% of it mainly represented funds currently at depository bank yielding an average APY rate of .75%. These amounts represent general operating funds, and various bond and debt service funds.

Galveston County's deposits at all Depository Banks are fully collateralized at, or over, 110%, with the exception of one day funds were under collateralize due to unexpected large deposit causing Prosperity Bank to be under collateralized. Additional collateral was pledged within one business day, there are concerns with any collateral placed against Galveston County's deposits. Galveston County monitors all collateral for both depository contract compliance and risk.

C. INDIVIDUAL INVESTMENT DETAIL

1. INVESTABLE FUNDS NOT YET REQUESTED TO BE INVESTED

(a) The total funds available to be invested that have not yet been requested to be invested in a security total $0. This is due to the fact that there are no eligible securities whose yield is paying better than our main depositories.

2. NON INVESTABLE FUNDS (THESE ARE FUNDS FOR FUTURE ACCOUNTS PAYABLE)

(a) Currently, the County's investment procedures set aside $10,000,000 in highly liquid accounts to meet nearby obligations of the County. As of December 31, 2013, there was $115,985,065.15 in NOW Checking accounts, and Money Market Accounts. Funds held in previous months in Pool Accounts kept were closed due to low yielding rates. Currently yielding at .75% large portion of funds are held in the Main depository's Money Market accounts (before a netting of earnings credits and fees). The Depository yield dropped significantly beginning October 1, 2011 from 1.65% due to end of banking contract and negotiations of the new contract including limited bond funds that could be kept at our main depository. These funds are available on a daily basis to meet current needs. Given the impact of hurricane Ike and the need for cash flow liquidity until FEMA reimbursements are received, the plan is to let these funds remain liquid to cover short term obligations.

FY 2014 INVESTMENT REPORT

D. INTEREST EARNED

1. INTEREST SUMMARY FOR INVESTMENTS AND NON-INVESTABLE FUNDS

Income generated via the GASB 31 accounting method for both securities and cash accounts totaled $212,200.84 for the FIRST Quarter of FY 2014.

Under GASB 31, securities earned $0.00 due to change in market value and reversal of market value earnings on matured instruments, and received interest earnings of $0, due to interest paid/maturities/sales. The NOW, Money Market and Pool accounts (All Cash accounts) earned $212,200.84 FIRST Quarter of FY 2014. (Exhibit B)

The County's FY 2014 total budgeted General Fund Interest Revenue is $650,000.00. As of December 31, 2013, $121,509.39 (see Schedule A) in interest has been credited/booked to the General Fund (Obj Code: 1101-4811010). *not all bank accounts interest earned are booked in I-Fas/7i.

Currently Galveston County has no CD investments at this time. The YTM of the entire portfolio is .749% with a WAM of 1.0 day as of December 31, 2013.

Other Interest bearing accounts controlled by other elected officials, such as those held by the County Tax Assessor-Collector, are also earning interest that will eventually be transferred to the new Main Depository. Those accounts do not fall within our scope of investment accounts or funds available for investment since the County Treasurer does not maintain those accounts, and are therefore not reported here.

Any questions regarding investments, or this report, should be directed to Kevin Walsh at (409) 770-5395.

Hon. Kevin C. Walsh, CPA
County Treasurer
Investment Officer

Cc: Commissioner's Court
County Auditor
Galveston County Investment Committee

SCHEDULE A

Galv Cnty Production

Budget to Actual Figures

Run: 01/31/2014

Ledger: GL
Fiscal Year: 2014 12 December

Budget: OB

Key	Title	Director
1101000000	General Fund	

Object	Description	Budget	Actual	Encumbrance	Balance
4811010	Interest Revenue	650,000.00	121,509.39	0.00	528,490.61
	Total Revenue	**650,000.00**	**121,509.39**	**0.00**	**528,490.61**
	Total Expense	**0.00**	**0.00**	**0.00**	**0.00**
	Net Total (Revenue - Expense)	**650,000.00**	**121,509.39**	**0.00**	**528,490.61**

Fact Sheet: Asset Detail (Total Portfolio: Cash and Securities)

As of December 31, 2013

Galveston County, Texas

EXHIBIT "A"

Liquid Cash Assets

Account	Balance	Percentage of Assets
	-	0%
Now/MM Accts (Bank)	115,985,065	100%
Certificated Bond Accounts	-	0%
Pooled Cash Accounts	-	0%
Sub-Totals	115,985,065	100%

Galveston County's Total Investable Assets:

(including Required Liquidity):

YTM @ Cost	0.749%	
WAM:	1.00	days

Investible Cash:

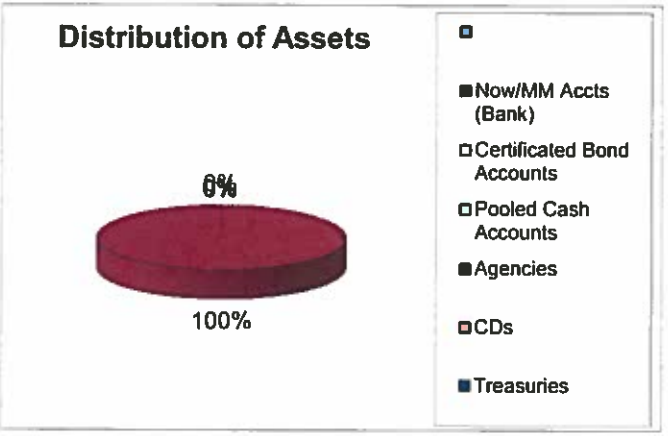
Current Liquid Cash Assets:		$ 115,985,065
Required Cash Liquidity:	###########	
Outstanding Transfer:	$0	
Residual For Investment:		**$105,985,065**

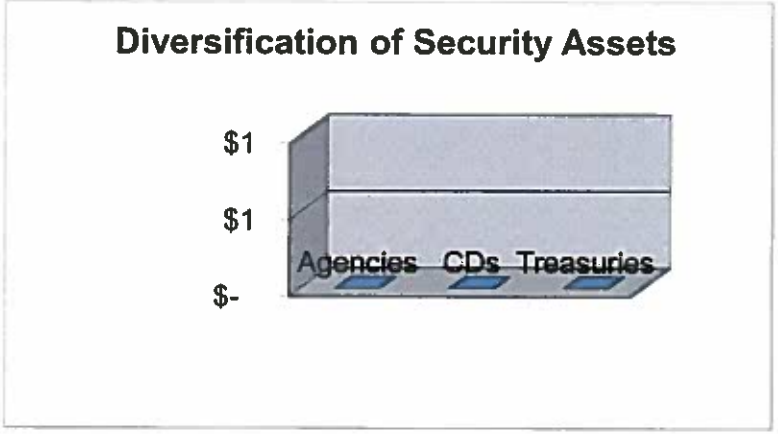
Target Investment Benchmark

6 month US Treasury Bill Rate:	0.10%

Security Assets

Security	Market Value	Percentage of Assets
Agencies	$ -	0%
CDs	-	0%
Treasuries	-	0%
Sub-Totals	$ -	0%
Total Assets	**115,985,065**	**100%**





-The requried Cash Liquidity in Now Accounts and Money Market Accounts is intended to fulfill short term Cash obligations and therefore will receive rates lower than our target benchmark yield. These would not be considered "Fully Invested Funds" and therefore should not be considered in the YTM comparison to the target benchmark.

-When looking at the WAM of Galveston County's Assets, all assets should be considered since they make up the short term liquidity avaiable to the County which WAM is an important measure of.

EXHIBIT B

Tracker
Galveston County
Date To Date
MONTHLY Proof for Accuracy: MM, LGIP, Cash
Report Format: By CUSIP / Ticker
Group By: Portfolio Name
Portfolio / Report Group: All Portfolios
Begin Activity Date: 9/30/2013, End Activity Date: 12/31/2013, Carrying Value Date: 9/30/2013

Description	CUSIP/Ticker	Beginning Face Amount/Shares	Buy Principal	Sell Principal	Interest/ Dividends	Ending Face Amount/Shares
0002 General Fund						
Moodys National Bank Cash	02MOODY238	62,329.86	38,247.15	10,375.00	13.32	90,202.01
Prosperity Bank Cash	02PRS081	209,683.76	2,709.22	0	399.06	212,392.98
Prosperity Bank Cash	02PRS161	357.19	120,929.11	120,936.19	55.11	350.11
Prosperity Bank Cash	02PRS321	22,467.33	20,699.36	22,467.33	25.32	20,699.36
Prosperity Bank Cash	02PRS401	45,702.85	47,456.68	45,885.63	55.48	47,273.90
Prosperity Bank Cash	02PRS431	4,301,496.02	39,584,555.42	43,648,826.27	1,746.09	237,225.17
Prosperity Bank Cash	02PRS511	83,999,690.92	26,021,152.33	27,950,000.00	146,439.89	82,070,843.25
Frosperity Bank Cash	02PRS591	249,782.11	101,026.59	0	575.19	350,808.70
Prosperity Bank Cash	02PRS781	1,124,600.13	18,927,891.03	18,808,708.47	2,869.20	1,243,782.69
Prosperity Bank Cash	02PRS861	221,200.94	20,998,504.68	20,110,580.59	2,555.20	1,109,125.03
Prosperity Bank Cash	02PRS941	40,850.35	120,746.09	120,976.34	81.1	40,620.10
PROSPERITY Cash	02PRS751	16,289.57	30.82	0	30.82	16,320.39
PROSPERITY Cash	02PRS831	99,459.87	471,644.78	354,674.23	303.84	216,430.42
PROSPERITY Cash	02PRSDRG	18,295.09	34.6	0	34.6	18,329.69
Texas First Bank Cash	02JP600	171,126.64	472,750.50	357,770.28	0	286,106.86
Texas First Bank Cash	02TFB2PARKS	18,755.00	3,498.00	20,768.00	0	1,485.00
Sub Total/Average 0002 General Fund		**90,602,087.63**	**106,931,876.36**	**111,571,968.33**	**155,184.22**	**85,961,995.66**
3120 Lmt Tx Cnty Bld Bd 09B						
Prosperity Bank MM	3120PRS111	4,305,610.83	7,931.16	183,621.05	7,931.16	4,129,920.94
Sub Total/Average 3120 Lmt Tx Cnty Bld Bd 09B		**4,305,610.83**	**7,931.16**	**183,621.05**	**7,931.16**	**4,129,920.94**
3307 2003 Road Bonds						
Prosperity Bank MM	3307PRS811	1,861,458.38	3,503.84	13,033.00	3,503.84	1,851,929.22
Sub Total/Average 3307 2003 Road Bds		**1,861,458.38**	**3,503.84**	**13,033.00**	**3,503.84**	**1,851,929.22**
3308 2001 Road Bonds						
Prosperity Bank MM	3308PRS731	133,482.40	252.5	0	252.5	133,734.90
Sub Total/Average 3308 2001 Road Bonds		**133,482.40**	**252.5**	**0**	**252.5**	**133,734.90**

EXHIBIT B(Con't)

Description	CUSIP/Ticker	Beginning Face Amount/Shares	Buy Principal	Sell Principal	Interest/ Dividends	Ending Face Amount/Shares
3310 2007 Limited Tax Bonds						
Prosperity Bank MM	3310PRS571	3,788,122.87	6,963.34	153,750.00	6,963.34	3,641,336.21
Sub Total/Average 3310 2007 Limited Tax Bds		**3,788,122.87**	**6,963.34**	**153,750.00**	**6,963.34**	**3,641,336.21**
3312 Unlm Tx Rd Bd 09A						
Prosperity Bank MM	3312PRS031	5,866,024.26	24,542.63	274,954.37	10,705.20	5,615,612.52
Sub Total/Average 3312 Unlm Tx Rd Bd 09A		**5,866,024.26**	**24,542.63**	**274,954.37**	**10,705.20**	**5,615,612.52**
3370 Lmt Tx Fld Cntl Bd 09C						
Prosperity Bank MM	3370PRS381	10,342,179.42	19,563.24	0	19,563.24	10,361,742.66
Sub Total/Average 3370 Lmt Tx Fld Cntl Bd 09C		**10,342,179.42**	**19,563.24**	**0**	**19,563.24**	**10,361,742.66**
3373 COB Series 2008						
Prosperity Bank MM	3373PRS461	316,351.13	598.4	0	598.4	316,949.53
Sub Total/Average 3373 COB Series 2008		**316,351.13**	**598.4**	**0**	**598.4**	**316,949.53**
4022 Ltd Tax Rfnd bd						
Prosperity Bank MM	4022PRS221	12,029.49	22.75	0	22.75	12,052.24
Sub Total/Average 4022 Ltd Tax Rfnd bd		**12,029.49**	**22.75**	**0**	**22.75**	**12,052.24**
4023 Unltd Tax Rfd Bd						
Prosperity Bank MM	4023PRS301	12,821.00	24.26	0	24.26	12,845.26
Sub Total/Average 4023 Unltd Tax Rfd Bd		**12,821.00**	**24.26**	**0**	**24.26**	**12,845.26**
4024 Ltd Tax Rfd Bd						
Prosperity Bank MM	4024PRS491	9,313.49	17.61	0	17.61	9,331.10
Sub Total/Average 4024 Ltd Tax Rfd Bd		**9,313.49**	**17.61**	**0**	**17.61**	**9,331.10**
4371 09 Debt Service						
PROSPERITY MM	4371PRS541	3,930,180.59	7,434.32	0	7,434.32	3,937,614.91
Sub Total/Average 4371 09 Debt Service		**3,930,180.59**	**7,434.32**	**0**	**7,434.32**	**3,937,614.91**
Total / Average		**121,179,661.49**	**107,002,730.41**	**112,197,326.75**	**212,200.84**	**115,985,065.15**

EXHIBIT C

Tracker
Galveston County
Portfolio Holdings
Portfolio Holdings / by Security Type - Totals
Report Format: By Totals
Group By: Security Type
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 12/31/2013

Description	Coupon Rate	YTM @ Cost	Face Amount/Shares	Book Value	Market Value	Days To Maturity	% of Portfolio
Cash	0.749	0.749	85,961,995.66	85,961,995.66	85,961,995.66	1	74.11
Money Market	0.75	0.75	30,023,069.49	30,023,069.49	30,023,069.49	1	25.89
Total / Average	0.749	0.749	115,985,065.15	115,985,065.15	115,985,065.15	1	100

Tracker
Galveston County
Portfolio Holdings
Portfolio Holdings / by Security Type
Report Format: By CUSIP / Ticker
Group By: Security Type
Average By: Face Amount / Shares
Portfolio / Report Group: All Portfolios
As of 12/31/2013

Description	CUSIP/Ticker	Face Amount/Shares	Market Value	Book Value	YTM @ Cost	Coupon Rate	Maturity Date	Days To Maturity	% of Portfolio
Cash									
Moodys National Bank Cash	02MOODY238	90,202.01	90,202.01	90,202.01	0.35	0.35	N/A	1	0.08
Prosperity Bank Cash	02PRS321	20,699.36	20,699.36	20,699.36	0.75	0.75	N/A	1	0.02
Prosperity Bank Cash	02PRS781	1,243,782.69	1,243,782.69	1,243,782.69	0.75	0.75	N/A	1	1.07
Prosperity Bank Cash	02PRS591	350,808.70	350,808.70	350,808.70	0.75	0.75	N/A	1	0.3
Prosperity Bank Cash	02PRS941	40,620.10	40,620.10	40,620.10	0.75	0.75	N/A	1	0.04
Prosperity Bank Cash	02PRS431	237,225.17	237,225.17	237,225.17	0.75	0.75	N/A	1	0.2
Prosperity Bank Cash	02PRS511	82,070,843.25	82,070,843.25	82,070,843.25	0.75	0.75	N/A	1	70.76
Prosperity Bank Cash	02PRS401	47,273.90	47,273.90	47,273.90	0.75	0.75	N/A	1	0.04
Prosperity Bank Cash	02PRS861	1,109,125.03	1,109,125.03	1,109,125.03	0.75	0.75	N/A	1	0.96
Prosperity Bank Cash	02PRS161	350.11	350.11	350.11	0.75	0.75	N/A	1	0
Prosperity Bank Cash	02PRS081	212,392.98	212,392.98	212,392.98	0.75	0.75	N/A	1	0.18
PROSPERITY Cash	02PRSDRG	18,329.69	18,329.69	18,329.69	0.75	0.75	N/A	1	0.02
PROSPERITY Cash	02PRS751	16,320.39	16,320.39	16,320.39	0.75	0.75	N/A	1	0.01
PROSPERITY Cash	02PRS831	216,430.42	216,430.42	216,430.42	0.75	0.75	N/A	1	0.19
Texas First Bank Cash	02JP600	286,106.86	286,106.86	286,106.86	0.61	0.61	N/A	1	0.25
Texas First Bank Cash	02TFB2PARKS	1,485.00	1,485.00	1,485.00	0.61	0.61	N/A	1	0
Sub Total / Average		**85,961,995.66**	**85,961,995.66**	**85,961,995.66**	**0.749**	**0.749**		**1**	**74.11**
Money Market									
Prosperity Bank MM	4023PRS301	12,845.26	12,845.26	12,845.26	0.75	0.75	N/A	1	0.01
Prosperity Bank MM	3373PRS461	316,949.53	316,949.53	316,949.53	0.75	0.75	N/A	1	0.27
Prosperity Bank MM	3120PRS111	4,129,920.94	4,129,920.94	4,129,920.94	0.75	0.75	N/A	1	3.56
Prosperity Bank MM	3307PRS811	1,851,929.22	1,851,929.22	1,851,929.22	0.75	0.75	N/A	1	1.6
Prosperity Bank MM	3308PRS731	133,734.90	133,734.90	133,734.90	0.75	0.75	N/A	1	0.12
Prosperity Bank MM	4022PRS221	12,052.24	12,052.24	12,052.24	0.75	0.75	N/A	1	0.01
Prosperity Bank MM	3370PRS381	10,361,742.66	10,361,742.66	10,361,742.66	0.75	0.75	N/A	1	8.93
Prosperity Bank MM	3312PRS031	5,615,612.52	5,615,612.52	5,615,612.52	0.75	0.75	N/A	1	4.84
Prosperity Bank MM	3310PRS571	3,641,336.21	3,641,336.21	3,641,336.21	0.75	0.75	N/A	1	3.14
Prosperity Bank MM	4024PRS491	9,331.10	9,331.10	9,331.10	0.75	0.75	N/A	1	0.01
PROSPERITY MM	4371PRS541	3,937,614.91	3,937,614.91	3,937,614.91	0.75	0.75	N/A	1	3.39
Sub Total / Average		**30,023,069.49**	**30,023,069.49**	**30,023,069.49**	**0.75**	**0.75**		**1**	**25.89**
Total / Average		**115,985,065.15**	**115,985,065.15**	**115,985,065.15**	**0.749**	**0.749**		**1**	**100**

EXHIBIT D

Tracker
Galveston County
Date To Date
TEXAS Earnings and Yields Summary Report for the QUARTER
Report Format: By Totals
Group By: Security Type
Portfolio / Report Group: All Portfolios

Begin Activity Date: 9/30/2013, End Activity Date: 12/31/2013, Carrying Value Date: 9/30/2013

	Interest/Dividends	Ending YTM @ Cost
Cash	155,184.22	0.749
Money Market	57,016.62	0.75
Total / Average	**212,200.84**	**0.749**

EXHIBIT E

Collateral Statement

As of DECEMBER 31, 2013

Galveston County, Texas

Location of Investment	Description of Allowable Investment Options	Allowable Collateral	Safekeeping Agent	Minimum Contracted Collateral Percentage	Total* Funds Invested or on Deposit	Total Collateral-Lwr FMV or Book 9/30/2013	Actual Collateral Percentage
Moody National Bank	Demand Deposits & Time Deposits	US Treasury Obligations, US Agencies, GNMAs	Federal Reserve Bank, or Chase Bank	110%	$ 394,170	1,320,992.75	335%
Texas First Bank Hitchcock/Santa Fe/Texas City	Time Deposits	US Treasury Obligations, US Agencies, GNMAs	Federal Reserve Bank, or Chase Bank	110%	$ 789,396	$ 3,803,151	482%
Prosperity Bank	Time Deposits	US Treasury Obligations, US Agencies, GNMAs Agency Letters of Credit.	Federal Reserve Bank, or Chase Bank	110%	$ 226,190,654	$ 212,910,497	94%
				Totals:	$ 227,374,220	$ 218,034,641	96%

*The first $250,000.00 of all bank deposits are insured by FDIC. Moody National has coverage for $250,000.00. Each TFB Branch has $250K FDIC coverage. Texas First Bank Galveston has merged into Texas First Bank Texas City. Amegy Bank has FDIC coverage for $250,000.

*Close of business on 12/31/2013 County Deposits Exceeded current pledged collateral by Prosperity Bank. Both the County and Prosperity Bank were close on 1/1/2014(causing no negative impact on County's Deposit), On 1/2/2014 Prosperity Bank Pledged additional collateral of $41,551,292.79

GALVESTON COUNTY
REPORTS FOR
DECEMBER 2013
TABLE OF CONTENTS

1. LIST OF ACCOUNTS AND END-OF-MONTH BALANCES

2. TIME DEPOSITS- MOODY NATIONAL BANK - NONE

3. PLEDGE RECEIPT REPORT - TIB

4. PLEDGE SECURITIES LISTING - THE BAKER GROUP

5. STATEMENT OF HOLDINGS

ACCT K2DI GALVESTON CNTY- NONE
ACCT 1031 A GALVESTON CNTY - NONE

Moody National Bank
Galveston County
December 2013

Account Description	Type	MNB #	Amount
KEVIN WALSH			
GALVESTON COUNTY TREASURER			
Galveston Cnty - J P Account	N	3010003238	90,202.14
GEAN LEONARD, SHERIFF			
Galveston Cnty Sheriff-Inmate Property - Acct closed 12/24/2013	D	3120001122	0.00
COUNTY AUDITOR			
Galveston County Clear Creek Flood	M	040-444-2	2,387.16
Sabine Galv Shoreline Erosion	M	5010000536	33,522.18
Cnty Special Escrow Agreement	M	5010000874	7,083.91
GALVESTON COUNTY J. P. & CONSTABLE			
Penny L. Pope, J. P. Pct. 2	D	035-924-0	1,025.00
Justice Court - Precinct 1	D	3010003352	19,875.60
ADULT PROBATION DEPARTMENT			
Galveston County Adult Probation Dept.	N	035-856-4	239,745.16
COUNTY CLERK			
Dwight Sullivan Cnty Clerk Registry	D	3010012213	329.00
		$	394,170.15

N=Now Account
M=Money Market Account
D=Demand Deposit

Pledges By Pledgee And Maturity

IPA

Pledged To: GALVESTON COUNTY

As Of 12/31/2013

Moody National Bank - Galveston, TX

Receipt# / Safekeeping Location	CUSIP	ASC 320	Description / Maturity	Prerefund	Pool/Type / Coupon	Moody / S&P	Original Face / Pledged Percent	Pledged: Original Face	Pledged: Par	Pledged: Book Value	Pledged: Market Value
TIB: TIB	606020QF5	HTM	MISSOURI CITY TX 06/15/23		3.90	Aa2 AA-	350,000.00 100.00%	350,000.00	350,000.00	351,670.93	357,150.50
TIB: TIB	740614BN1	AFS	PREMONT ISD 08/15/24		4.20	Aaa N/A	435,000.00 100.00%	435,000.00	435,000.00	440,471.63	449,246.25
TIB: TIB Released on 12-5-13	785615FN0	AFS	SABINE PASS TX ISD PSFG 08/15/24		4.25	N/A AAA	580,000.00 100.00%	580,000.00	580,000.00	596,956.27	602,422.80
TIB: TIB	969887XX1	AFS	WILLIAMSON CNTY TX 02/15/28		5.00	N/A AAA	475,000.00 100.00%	475,000.00	475,000.00	512,714.42	514,596.00
4 Securities Pledged To: CNTY - GALVESTON COUNTY								1,840,000.00	1,840,000.00	1,901,813.25	1,923,415.55
									-580,000.00	-596,956.27	-602,422.80
									1260 000.00	1304856.98	1320992.75

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

IPA - Investment Portfolio Accounting Copyright © 2008

The Baker Group Software Solutions, Inc.

As of Date: 01/01/14

PLEDGED TO: GCY *GALVESTON COUNTY

Cusip / Loc Ticket	Security Description 1 / Security Description 2	Safekeeping Agent / Rate	Maturity	Type	Original Face / Par/Curr Face	S&P / Moody	Date Pldgd
606020QF5	MISSOURI CITY TX CALL	TIB THE INDEPENDENT BANKERSBANK			350,000.00	AAA	
202 164004388		3.9000000	06/15/2023	200	350,000.00	Aaa	01/29/2010
740614BN1	PREMONT ISD BQ CALL	TIB THE INDEPENDENT BANKERSBANK			435,000.00		
202 158005876		4.2000000	08/15/2024	200	435,000.00	Aaa	03/04/2010
969887XX1	WILLIAMSON CNTY TX CALL	TIB THE INDEPENDENT BANKERSBANK			475,000.00	AAA	
202 161025286	GO	5.0000000	02/15/2028	200	475,000.00	NR	12/17/2010

TOTAL FOR PLEDGE ID: GCY
Pledged: 3 Orig Face: 1,260,000.00 Current Face: 1,260,000.00

(409) 765-3246

Cooper, Crystal <Crystal.Cooper@co.galveston.tx.us>
Kevin Walsh or Crystal Cooper
TIN# 74-6000908
TO: COUNTY OF GALVESTON - TREASURY DEPARTMENT

FROM: Amanda Tinnin

Date: December 31 2013

SUBJECT: TOTAL DEPOSITS vs TOTAL COLLATERAL

TOTAL PROJECTED DEPOSITS AT TEXAS FIRST BANK - TEXAS CITY
ARE AS FOLLOWS:

DEPOSITS:

TOTAL DEPOSITS:	$789,396.01
LESS FDIC COVERAGE	($250,000.00)
	$539,396.01
110% OF DEPOSITS	$593,335.61

COVERAGE:

TOTAL PLEDGED SECURITY	$3,679,423.91	
BOOK VALUE	$3,691,566.39	
MARKET VALUE	$3,803,150.86	
Market Value		$3,803,150.86
EXCESS COLLATERAL		$3,209,815.25

PREPARED BY: Amanda Tinnin
Contact Information:(409) 978-2250
amanda.tinnin@texasfirstbank.com

Texas First Bank
Texas City, TX

Pledge Security Listing

December 31, 2013

MCPlanning

ID	CUSIP	Description	Safekeeping Location	Safekeeping Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	FASB115	Face Amount	Current Par	Current Book Value	Market Value	Gain(Loss)
13107-Galveston County Treasurer																
429	31371M5C7	FN 256543	Frost Bank	0	5.00	11/01/2021		AAA	AA+	AAA	AFS	1,000,000	113,233.37	112,536.38	121,502.56	8,966.18
432	31371MR90	FN 256212	Frost Bank	0	5.00	04/01/2026		AAA	AA+	AAA	AFS	1,200,000	115,337.92	115,129.40	124,645.68	9,516.28
577	3133XWKV0	FHLB	Frost Bank	0	2.38	03/14/2014		AAA	AA+	AAA	HTM	2,000,000	2,000,000.00	2,003,100.00	2,009,160.00	6,060.00
579	31418RHE4	FN AD3828	Frost Bank	0	4.00	04/01/2025		AAA	AA+	AAA	HTM	2,500,000	570,619.55	580,090.17	604,685.53	24,595.36
627	31393VFN6	FHR 2634 PA	Frost Bank	xx	3.00	02/15/2023		AAA	AA+	AAA	HTM	1,000,000	38,394.65	38,394.66	38,915.95	521.29
674	31376JKJ3	FN 357373	Frost Bank	xx	5.00	04/01/2033		AAA	AA+	AAA	HTM	1,700,000	185,988.94	185,937.41	200,814.58	14,877.17
Total for 13107-Galveston County Treasurer												9,400,000	3,023,574.43	3,035,188.02	3,099,724.30	64,536.28

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

Pledge Security Listing

December 31, 2013

ID	CUSIP	Description	Safekeeping Location	Safekeeping Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	FASB115	Face Amount	Current Par	Current Book Value	Market Value	Gain(Loss)
								13116-Galveston County								
341	3128MMKW2	FG G18308	Frost Bank	0	4.00	05/01/2024		AAA	AA+	AAA	AFS	1,000,000	168,761.15	169,929.64	177,570.48	7,640.84
599	31287LHY1	FG C61147	Frost Bank	xx	5.50	12/01/2031		AAA	AA+	AAA	HTM	1,000,000	14,510.47	14,442.99	14,510.46	67.47
623	36212YWS8	GN 547957	Frost Bank	xx	6.00	11/15/2031		AAA	AA+	AAA	AFS	1,000,000	64,269.19	64,105.61	69,874.26	5,768.65
637	31287MRW2	FG C62301	Frost Bank	xx	5.50	01/01/2032		AAA	AA+	AAA	AFS	1,000,000	41,274.68	41,042.60	44,189.18	3,146.58
662	31371NH81	FN 256855	Frost Bank	xx	5.50	08/01/2027		AAA	AA+	AAA	HTM	1,015,000	80,619.82	80,477.53	87,980.40	7,502.87
667	3128P7FZ1	FG C91084	Frost Bank	xx	5.50	07/01/2027		AAA	AA+	AAA	HTM	1,125,059	216,184.92	216,159.96	233,933.70	17,773.74
668	3128PH5E7	FG J06245	Frost Bank	xx	5.00	10/01/2021		AAA	AA+	AAA	HTM	1,100,000	70,229.25	70,220.04	75,368.08	5,148.04
	Total for 13116-Galveston County											**7,240,059**	**655,849.48**	**656,378.37**	**703,426.56**	**47,048.19**

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

PROSPERITY BANK
EL CAMPO, TX

Pledge Security Listing

December 31, 2013

MCPlanning

ID	CUSIP	Description	Safekeeping Location	Safekeeping Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	FAS115	Face Amount	Current Par	Current Book Value	Market Value	Gain(Loss)
GALVESTON COUNTY TREASURER																
2429	31412REU7	FNMA 932647	FHLB	x	4.00	03/01/2020		AAA	AA+	AAA	HTM	10,518,927	1,972,211.35	1,987,581.53	2,081,396.60	93,815.07
2441	31417YPQ4	FNMA MA0430	FHLB	x	4.00	06/01/2020		AAA	AA+	AAA	HTM	4,710,000	1,364,307.22	1,374,976.01	1,441,179.44	66,203.43
2466	31294MCF6	FHLMC E02770	FHLB	x	3.00	11/01/2025		AAA	AA+	AAA	HTM	25,000,000	10,595,141.25	10,621,911.57	10,804,262.74	182,351.17
2467	31294MCF6	FHLMC E02770	FHLB	x	3.00	11/01/2025		AAA	AA+	AAA	HTM	25,000,000	10,595,141.25	10,605,849.38	10,804,262.74	198,413.36
2468	31417YUB1	FNMA MA0577	FHLB	x	3.50	11/01/2020		AAA	AA+	AAA	HTM	56,155,537	20,338,076.15	20,588,689.15	21,291,673.22	702,984.06
2476	3141GDC21	FNMA AB2496	FHLB	x	3.50	03/01/2021		AAA	AA+	AAA	HTM	730,319	398,324.41	341,613.38	355,443.63	13,830.24
2486	31416Y4Y1	FNMA AB3538	FHLB	x	3.00	09/01/2021		AAA	AA+	AAA	HTM	100,000,000	50,890,079.00	51,858,135.23	52,798,456.96	940,321.73
2519	31418AB31	FNMA MA0957	FHLB	x	3.00	01/01/2022		AAA	AA+	AAA	HTM	24,548,494	14,843,028.40	15,184,185.14	15,399,641.96	215,456.82
3541	31417DY49	FNMA AB7030	FHLB		2.00	11/01/2027		AAA	AA+	AAA	HTM	39,632,406	36,011,587.24	36,739,586.64	34,707,967.77	(2,031,618.86)
3544	31417DRU9	FNMA AB6798	FHLB		2.00	11/01/2027		AAA	AA+	AAA	HTM	50,060,360	45,372,009.05	46,303,641.48	43,729,542.32	(2,574,099.17)
3546	31410LKN1	FNMA 890501	FHLB		2.00	11/01/2027		AAA	AA+	AAA	HTM	22,500,000	20,228,958.23	20,666,355.51	19,496,669.94	(1,169,685.58)
	Total for GALVESTON COUNTY TREASURER											358,856,045	212,548,863.55	216,272,528.02	212,910,487.32	(3,362,027.73)

Total Deposits as of 12/31/2013: $ 226,190,654.28

Louann Kallina VP

Louann Kallina, VP
Prosperity Bank

Although the information in this report has been obtained from sources believed to be reliable, its accuracy cannot be guaranteed.

1/2/2014
Additional Collateral

FEDERAL HOME LOAN BANK-DALLAS
8500 FREEPORT PARKWAY SOUTH
SUITE 100
IRVING, TX 75063-2547

PROSPERITY BANK
ATTN: LOUANN KALLINA
P.O. DRAWER G
EL CAMPO, TX 77437

New Pledged Security Notification

Receipt Number: 190014504 Account: 12333 Effective: 01/02/2014
The following securities have been pledged to:

Galveston County Treasurer

722 Moody Avenue
4th Floor
Galveston, TX 77550

FG G14686
3128MDNB5

CUSIP: 3128MDNB5
Maturity Dt: 03/01/2028
Rate: 2.0000000
Issue Dt: 02/01/2013
Face Amt: 44,609,641.00
Par Amt: 41,551,292.79

IN ORDER TO COMPLY WITH 2257.045(C) (2) OF THE TEXAS GOVERNMENT CODE, PROMPTLY, BY THE CLOSE OF BUSINESS TODAY, DELIVER A COPY OF THIS TRUST RECEIPT TO YOUR DEPOSITOR

Total collateral as of 1/3/2014
285,441,488.32

FEDERAL HOME LOAN BANK-DALLAS
8500 FREEPORT PARKWAY SOUTH
SUITE 100
IRVING, TX 75063-2547

PROSPERITY BANK
ATTN: LOUANN KALLINA
P.O. DRAWER G
EL CAMPO, TX 77437

New Pledged Security Notification

Receipt Number: 190014504 Account: 12333 Effective: 01/03/2014
The following securities have been pledged to:

Galveston County Treasurer

722 Moody Avenue
4th Floor
Galveston, TX 77550

FG G14686
3128MDNB5

CUSIP: 3128MDNB5
Maturity Dt: 03/01/2028
Rate: 2.0000000
Issue Dt: 02/01/2013
Face Amt: 27,921,350.00
Par Amt: 26,007,117.81

IN ORDER TO COMPLY WITH 2257.045(C) (2) OF THE TEXAS GOVERNMENT CODE, PROMPTLY, BY THE CLOSE OF BUSINESS TODAY, DELIVER A COPY OF THIS TRUST RECEIPT TO YOUR DEPOSITOR

AGENDA ITEM #13.

409-770-5395
FAX: 409-765-3140
kevin.walsh@co.galveston.tx.us

722 MOODY STREET
4TH FLOOR
GALVESTON, TEXAS 77550

KEVIN C. WALSH, C.P.A.

COUNTY TREASURER
COUNTY OF GALVESTON

February 7, 2014

Hon. Mark Henry, County Judge
Hon. Commissioner's Court
722 Moody
Galveston, TX 77550

Re: Broker/Dealer Approval FY 2013-2014

Gentleman:

The Following Broker/Dealers have submitted all information and certifications required by the Galveston County Investment Policy for Broker/Dealer approval. I recommend the approval of the following Dealers for use for FY 2014.

Calton & Associates
Connie Bally
Institutional Bond Trader
6221 Davenshire Terrance
Fort Worth, TX 76112
1-888-723-6841
817-457-7772
cbally@calton.com

Vining Sparks
Andrew H. Lamanna
775 Ridge Lake Blvd, Suite 200
Memphis, TN 38120
901-766-3000
alamanna@viningsparks.com

Great Pacific Securities
Wes Hall/Leah Belfiore
151 Kalmus Drive Suite H-8
Costa Mesa, CA 92626

1-800-284-4804
714-619-3019(f)
whall@greatpac.com lbelfiore@greatpac.com

Shearson Financial services, LLC
Robert Hirsch
22314 Fairbay Drive
Katy, TX 77450
1-888-890-6626
bhirsch4@bloomberg.net

Deutsche Bank Alex Brown
Larry Burns
700 Louisiana, Suite 1500
Houston, TX 77002
1-800-811-1226
larry.burns@db.com

Coastal Securities
Jeannie Hughes
5555 San Felipe, Suite 2200
Houston, TX 77056
1-800-489-1882
Jeannie.Hughes@coastalsecurities.com

Multi-Bank Securities, Inc.
Dave Jaumotte
1000 Town Center, Suite 2300
Southfield, MI 48075
Phone/Fax: (888) 857-3950
http://www.mbssecurities.com
djaumotte@mbssecurities.com

If you need any additional information regarding the application of the firms, please feel free to contact me at (409) 770-5395.

Sincerely,

Kevin C. Walsh, CPA

Galveston County Treasurer

AGENDA ITEM #14.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 2/6/14	2. Contract Type: Expense Revenue Other	3. Renewal Contract: Yes / No
4. Department Name: Facilities	5. Department Contact: Charles Kenworthy	
6. Description: Grease trap cleaning, includes lint trap at County Jail, Fire Station#5 and Juvenile Justice Center.		
7. IFAS PEID No: 715257	8. IFAS Req No:	9. Orgkey: 1101170100 / 10. Object Code: 5481000
11. Vendor: Texas Grease Acquisition dba/ A-Affordable Vacuum Service	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
General	1101	$15,000					
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 02/01/14	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: 09/30/14	Contract # Issued By Purchasing: CM1412S	

Approved By:	Signature	Date
Department Head:		2/6/2014
Assistant Purchasing Agent:		02/06/2014
County Legal:		02/07/2014

Contract listed in Budget Documentation: YES NO

County Budget Office:		2/10/2014

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

County County Auditor:		2/10/14

A-AVS

A-Affordable Vacuum Service
P.O. Box 300011 Houston, TX 77230
Tel (713) 838-1313 or Fax (713) 842-2011

Proposal

February 3, 2014

County of Galveston
Facilities Dept.
722 Moody – 6th Floor
Galveston, TX 77550

RE: Grease and lint trap service

I am pleased to provide you with this proposal regarding the service of grease and lint traps.

Goals: To exceed customer's expectations by delivering the highest quality service, encourage and support a clean environment, to comply with Environmental laws.
We provide proper maintenance and offer our clients excellent customer service, affordable prices, experience and dedication,

Job site, Description and Pricing:

Site & Description	Location & Capacity	Pricing per service	Annual Total
Galveston County Jail	5700 Avenue H		
Grease tank capacity	15,000 Gallon	$2,250.00	
Lint Tank Capacity	2000 Gallon	$500.00	
Fire Station #5	5728 Avenue H		
Grease tank capacity	25 Gallon	Included	
Jerry Esmond Juvenile Justice	6101Atwater Ave Texas City TX		
Grease tank capacity	3000 Gallon	$450.00	
Jetting twice a year	At all locations	Included	
Quarterly & annually total:		$3,200.00	$12,800.00

Our service includes:
A quarterly full pump out of all waste
Pressure wash,
Jetting,
Labor,
Fuel and disposal of the waste

If you find this proposal to be acceptable, please indicate by signing below and return a copy to me. I will follow up with you in order to get location information and establish your service schedule. In the meantime, if you should have any questions please do not hesitate to call me at (713) 838-1313 or (281) 687-3081.

Thanks in advance for your consideration.

Best Regards,

Marta Morales
Sales
mmorales@aagreasetrap.com

AGREED AND ACCEPTED

_____ _____

Name & Title Date

Terms and conditions: This proposal renews itself every year; if you decide to cancel service please let us know 30 days prior to the date of the cancellation.

There is a $100.00 trip charge if service is declined once the truck is on site.

SouthWaste

America's Leading Wastewater Management Company

February 4, 2014

Charles Kenworthy
Facilities Manager
County of Galveston
722 Moody – 6th Floor
Galveston, TX 77550

Dear Mr. Kenworthy:

Below is the pricing to service your locations:

- **Galveston County Jail – 5700 Avenue H, Galveston, TX**
  - Serviced every 90 days
  - Grease Trap @15,000 gallons - $2100.00 x 4 =$8400.00
  - Lint Trap @ 2,000 gallons - $280.00 x 4 = $1120.00

- **Fire Station # 5 – 5728 Avenue H, Galveston, TX**
  - Serviced every 90 days
  - Grease Trap @ 25 gallons - $195.00 x 4 = $780.00

- **Jerry Esmond Juvenile Justice – 6101 Atwater Ave, Texas City, TX**
  - Serviced every 90 days
  - Grease Trap @ 3000 gallons - $420.00 x 4 = $1680.00

- **Line jetting 2 times per year at each location**
  - $600 per service x 2 = $1200.00

- **Grand Total to service = $13,180.00**

If you have any questions please contact me. We look forward to potentially building a long lasting business relationship with you and Galveston County.

Regards,

Erica Tate
Major Account Manager

9575 Katy Freeway Suite 130 • Houston, TX. 77024 • Telephone: (713) 413-9400 • Fax: (713) 413-4179
www.southwaste.com

liquid
ENVIRONMENTAL SOLUTIONS

Fax Cover Page

		No. of Pages	3 Date Feb 6, 2014
To	Debra Belany	From	Domera Harris
Fax Number	409.621.7971	Fax Number	888.779.8093
Phone Number	409.766.2384	Phone Number	866.694.7327

☐ Urgent ☒ For Your Review ☐ Reply ASAP ☐ Please Comment

Attn: Debra Belany

Grease Trap Cleaning

Thank you for the opportunity to bid.

Best regards,

Domera Harris
Government Account Executive

Liquid Environmental Solutions
7651 Esters Blvd #200
Irving, TX 75063
Tel: 866.694.7327
Email: domera.harris@liquidenviro.com

If you have problems receiving this message, please call 866.694.7327

liquid
ENVIRONMENTAL
SOLUTIONS

Wednesday, February 5, 2014

Debra Belany
County of Galveston
Facilities Dept.
722 Moody – 6th Floor
Galveston, Texas 77550

Re: Request for Quotation for the Grease Interceptor Cleaning and Line Jetting.

Dear Debra:

Liquid Environmental Solutions (LES) is pleased to submit our Request for Quotation for the Grease Interceptor Cleaning for **County of Galveston.**

Our company is built on Three Pillars – Commitment to the Environment, Customer Service, and Safety and Compliance – which are evident in everything we do on behalf of our Customers, our Team Members and the Communities in which we service.

Location:	Gallons	Cost per gallon	Fee per service	Quarterly	Annually	
Galveston County Jail – 5700 Avenue H – Galveston TX	15,000	$0.175	$2,625.00	$10,500.00	$2,625.00	
Galveston County Jail – 5700 Avenue H – Galveston TX	2,000	$0.19	$380	$1,520.00	$380.00	
Fire Station #5 – 5720 Avenue H – Galveston TX	25		$150.00	$600.00	$150.00	
Jerry Esmond Juvenile Justice – 6101 Atwater Avenue Texas City TX	3000	$0.167	$499.50	$1,998.00	$499.50	
				$14,618.00	$3,654.50	
					Quarterly	Semi-annually
	Line Jetting		$75.00	$6.54	$326.16	$163.08

The Line Jetting includes the Energy fee 5.25% and Environmental fee 3.30%. This fee will be billed as a separate line item on each invoice.

We appreciate the opportunity to submit our proposal.

Respectfully,
Liquid Environmental Solutions

Domera

Domera

County of Galveston
Facilities Dept.
722 Moody – 6th Floor
Galveston, Texas 77550

Charles Kenworthy
Facilities Manager

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

January 30, 2014

TO WHOM IT MAY CONCERN:

Galveston County Facilities Dept. is in the process of securing bids for quarterly cleaning (3) grease traps; and to provide line jetting services at each location twice a year

Services will be effective February 2014 through Sept. 2014.

Job site and Description:
Galveston County Jail – 5700 Avenue H – Galveston TX
Tank Capacity: 15,000 gallons
Lint Trap Capacity: 2,000 gallons

Job site and Description:
Fire Station #5 – 5728 Avenue H – Galveston TX
Tank Capacity – 25 gallons

Job site and Description:
Jerry Esmond Juvenile Justice – 6101 Atwater Avenue – Texas City TX
Tank Capacity: 3,000 gallons

Services to include:
1. Removal non-hazardous liquid waste.
2. Dispose of waste water.
3. Pump traps as needed.
4. Line Jetting of trap, twice a year.

Site Visit: Please contact Debra Belany @ 409-766-2384 to schedule.

Bids are due Friday, February 7, 2014 at 2:00PM.

Thank you.

AGENDA ITEM #15.

THE COUNTY OF GALVESTON

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

January 12, 2014

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

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

Re: Sale of Excess Property Easement
Texas City Hurricane-Flood
Protection Levee

Gentlemen:

In April 1962, the County obtained an easement on a 134.81 m/l acre tract of land from Dollar Bay Fig Corporation for construction of the Texas City Hurricane-Flood Protection Levee. The current underlying fee title owner, Bay Lake Investments, Ltd., is requesting that we hold an auction to convey our easement rights to 16.054 acres of the 134.81 acres which is no longer required for operation/maintenance of the levee. A 50' (0.982 Acres) easement will be retained for drainage purposes. The land consists of water areas, wet lands, and uplands. The minimum bid would be the appraised easement value of the land.

The easement under which the County acquired use of the land is unusual as the fee title owner retained the right to utilize the land not required for construction or maintenance purposes without restriction as long as it does not interfere with the functioning of the Levee. The easement does, however, put a cloud on the title.

For your consideration, we are attaching Resolution to Appoint a Special Commissioner to sell the captioned property. If you are agreeable, please authorize County Judge Mark Henry to execute the attached Resolution to enable us to proceed with the advertising and auction.

Yours very truly,

Claudette Fickessen

Claudette Fickessen

cf
Encl.

RESOLUTION

On this the _____ day of _____, 2014, at a regularly scheduled meeting of the Commissioners' Court of Galveston County, Texas, with the following members thereof present:

MARK HENRY, County Judge;
RYAN DENNARD, Commissioner, Precinct #l;
KEVIN O'BRIEN, Commissioner, Precinct #2;
STEPHEN HOLMES, Commissioner, Precinct #3
KEN CLARK, Commissioner, Precinct #4,
DWIGHT D. SULLIVAN, County Clerk

the following proceedings, among others, were had, to wit:

WHEREAS, by Resolution of the Board of Directors of Dollar Bay Fig Corporation filed for record in the Official Public Records of Real Property of Galveston County, Texas, on April 18, 1962, and recorded under recording No. 287042 the County of Galveston acquired easement rights to the land described therein.

WHEREAS, said Easement was obtained by Galveston County for the Texas City Hurricane-Flood Protection Project;

WHEREAS, the current fee owner has requested that a portion of the Easement be released and it has been determined the portion of this Easement requested to be release is no longer required by the County now or in the future, to wit:

As Described in Attached Exhibit "A"

WHEREAS, V.T.C.A., Local Government Code of the State of Texas, Chapter 263, Subchapter A, provides that the Commissioners' Court of Galveston County, Texas, may sell at public auction real property owned by the County; and

WHEREAS, Bay Lake Investments, Ltd. has made application to the Commissioners' Court to commence proceedings to purchase the no longer required portion of the Easement described above hereto as provided for in said Subchapter; and.

WHEREAS, it is the desire of the Commissioners' Court to sell the Easement for its reported fair market value.

THEREFORE, the Commissioners' Court appoints Claudette Fickessen, Special Commissioner, to receive bids for the sale of the Easement at public auction. Prior to the date of receiving such bids, said Commissioner shall:

a) Notify the public of such auction by publishing notice of its occurrence at least twenty (20) days before its date. Such notice shall be published in the English language in a newspaper of general circulation in the County once a week for three (3) consecutive weeks.

b) Obtain the services of an appraiser of the Special Commissioners' choice to determine the parcel's fair market value;

c) Conduct a public auction on the advertised date and receive bids from the public.

d) Report back to the Commissioners' Court the bids received at the public auction.

FURTHER, the Commissioners' Court reserves the right to reject any and all bids for the purchase of the Easement at any time, for any reason or no reason, short of execution by the County Judge of the Deed conveying the property to the purchaser.

FURTHER, the highest bid must be accepted by the Court prior to authorization of sale.

FURTHER, the proceeds of the sale must be received by the County in a manner acceptable to the County prior to execution of a Deed conveying the Easement.

FURTHER, such sale shall also be subject to the terms, covenants, restrictions, disclaimers, conditions and reservations set forth in the Deed attached hereto as **Exhibit "B".**

UPON MOTION DULY MADE AND SECONDED, the above Resolution was unanimously passed on the above date.

COUNTY OF GALVESTON, TEXAS

PLEASE SIG
& DAT

By:_____
MARK HENRY,
County Judge

ATTEST:

_____
DWIGHT D. SULLIVAN, County Clerk

EXHIBIT

"A"

PENGAD 800-631-6989

Proposed Abandoned Seawall Easement:

BEING a 16.054 acre tract out of 54.30 acres out of and a part of the S. F. Austin Survey, Abstract No. 4, Three League Survey, and being a 54.30 acre tract or parcel of land out of the Bay Lake Investments, Ltd. Tract as recorded In Clerk's File No. 2004078480 in the office of the County Clerk, Galveston County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at NGS Monument J1204, which is located S 45–16–32 W, at a distance of 486.64' from the Northeast corner of the said Bay Lake Investments, Ltd. Tract;

THENCE N 49–49–12 W, a distance of 1,713.94' to the Northwest Corner of Grand Cay Harbour, Section 3 (Plat Record 2006A, Map Number 215);

THENCE S 24–46–40 W, along the West line of the said Grand Cay Harbour, Section 3, a distance of 270.52', to the POINT OF BEGINNING of the herein described tract;

THENCE N 62–06–19 W, a distance of 2,249.14 feet to a point lying on the Mean Higher High Water Line of Moses Lake, and a point for corner;

THENCE along the Mean Higher High Water Line of Moses Lake the following courses and distances:

S 33–04–18 W, 65.85 feet;

S 02–20–05 E, 123.84 feet;

S 21–24–41 W, 74.10 feet;

S 38–14–02 W, 186.92 feet;

S 58–58–22 W, 27.15 feet;

S 04–02–33 W, 82.25 feet;

S 12–30–22 W, 52.07 feet;

S 40–28–54 W, 19.63 feet;

S 79–32–44 W, 22.63 feet;

S 48–49–34 W, 20.56 feet;

S 14–34–19 E, 43.90 feet;

S 01–02–53 W, 38.38 feet to a point lying on the South line of the said 54.30 acre tract;

THENCE along the South line of the said 54.30 acre tract the following courses and distances:

S 48–52–41 E, 74.13 feet;

N 73–08–10 E, 181.09 feet;

S 36–02–27 E, 18.52 feet;

S 38–11–58 E, 110.06 feet to a point for corner;

THENCE N 73–08–10 E, a distance of 611.91 feet to a point for corner;

THENCE S 62–59–50 E, a distance of 1,113.18 feet to a point lying in the West line of the said Grand Cay Harbour Section 3;

THENCE N 24–46–40 E, along the West line of the said Grand Cay Harbour Section 3, a distance of 176.83 feet to the POINT OF BEGINNING.

THE STATE OF TEXAS }
} **KNOW ALL MEN BY THESE PRESENTS:**
COUNTY OF GALVESTON }

DEED

WHEREAS, by Resolution of the Board of Directors of Dollar Bay Fig Corporation filed for record in the Official Public Records of Real Property of Galveston County, Texas, on April 18, 1962, and recorded under Recording No. 287042, the County of Galveston acquired easement rights to the land described therein for the construction of a levee, together with drainage ditches, drainage canals, borrow pits and flood-ways incident thereto, officially known as the Texas City Hurricane-Flood Protection Project as shown on Exhibit "A".

WHEREAS, the current owner of the property is applying for release of a portion of the County' Easement, to wit:

As described in Exhibit "B" (Proposed Abandonment Seawall Easement);

SAVE AND EXCEPT a fifty foot drainage easement has been retained by the County, to wit:

As described on Exhibit "C" (Proposed 50' Drainage Easement);

which is required to insure proper drainage of the levee.

WHEREAS, the Commissioners' Court of Galveston County, Texas, has been requested to sell, in accordance with the applicable laws of the State of Texas, a portion of the County's Easement; and

WHEREAS, by Resolution of the Commissioners' Court of Galveston County, Texas, adopted on _____ ___, 2014, a public auction to receive bids for the sale of the Easement was authorized; and

WHEREAS, pursuant to the provisions of Chapter 263, Subchapter A, of the Local Government Code of the State of Texas, notice of the proposed auction was published in the English language in the Galveston County The Daily News, a newspaper of general circulation in Galveston County, Texas, once a week for three (3) consecutive weeks, to-wit: on _____, _____, and _____;

WHEREAS, Claudette Fickessen, the Special Commissioner appointed by the Commissioners' Court to receive bids for the sale of the Easement, held the auction and received the bid of _____ ($_____) from _____.; and

WHEREAS, this bid is the highest bid received for the sale of the Easement and equals or exceeds the minimum price established as being acceptable by the County for the sale of the Land; and

WHEREAS, the Commissioners' Court, having deemed said bid to be reasonable, accepted it on behalf of the County of Galveston and approved the sale of the Easement to the said _____, by Resolution adopted at a regularly scheduled session of said Commissioners' Court on _____ ____, 2014, a copy of said Resolution being attached hereto as Exhibit "D" and made a part thereof.

NOW, THEREFORE, the County of Galveston, acting by and through the Commissioners' Court of Galveston County, Texas, for and in consideration of the sum of _____ ($_____) DOLLARS, the receipt and sufficiency of which is hereby acknowledged, has, subject to the terms, covenants, restrictions, disclaimers, conditions and reservations hereinafter stated, GRANTED, SOLD, and CONVEYED and does by these presents GRANT, SELL and CONVEY unto _____, all that certain tract or parcel of land situated in Galveston County, Texas, and being more particularly described as follows:

AS DESCRIBED ON EXHIBIT "B" ATTACHED HERETO

This conveyance is subject to the following:

1) Any titles or rights asserted by anyone, including but not limited to, persons, the public, corporations, governments, or other entities,

a) to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or

b) to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or

c) to filled-in lands, or artificial islands, or

d) to erosion affecting the lands and statutory water rights, including riparian rights, or

e) to the area extending from the line or mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

2) That Grantor excludes and excepts from the conveyance any warranties, expressed or implied, on the property, including without limitation, any warranties arising by common law or Section 5.023 of the Property Code.

3) That the Grantor conveys the property:

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

b) subject to all restrictions, covenants, easements, conditions, rights-of-way, leases, oil, gas and mineral leases, royalties, mineral conveyances, and mineral reservations of record, if any, in the office of the County Clerk of said County, or on the ground:

c) subject to any delinquent ad-valorem taxes;

d) subject to rights of parties in possession; and

e) that if, a public utility or common carrier that has the right of eminent domain is using the Land for right-of-way easement purposes, this sale is subject to the right of and continued use by the public utility or common carrier.

4) that Grantor disclaims any warranty, guaranty or representation, oral or written, on:

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

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

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

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

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

5) that by acceptance of the deed of conveyance, Grantee acknowledges and agrees:

a) that Grantor acquired the property through a Agreement and as such has little, if any, knowledge of the physical or economic characteristics of the property,

b) Grantee has inspected the property and is relying solely on its own investigation of the same and not on any information provided or to be provided by or on behalf of Grantor.

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

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

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

f) Grantee or anyone claiming by, through or under Grantee, hereby fully releases Grantor, its elected officials, employees, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against Grantor, its respective elected and appointed officials, employees, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. Grantee further acknowledges and agrees that this release shall be given full force and effect according to each of its expressed terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing Grantor shall be a covenant running with the property and shall be binding upon Grantee, its heirs, successors, beneficiaries, and assigns. Grantor hereby assigns without recourse or representation of any nature to Grantee, effective upon the execution and delivery hereof, any and all claims that Grantors may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, Grantee agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, Grantee shall look solely to Grantor's predecessors or to such contractors and

g) consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by Grantor of its claims, Grantee releases Grantor of all right, expressed or implied, Grantee may have against Grantor arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. Grantee further understands that some of Grantor's predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages, and Grantee may have no remedy against such predecessors, contractors or consultants.

g) Grantee hereby further agrees on behalf of itself and its successors, beneficiaries and assigns to indemnity, protect, defend, save and hold harmless Grantor and Grantor's elected and appointed officials, employees, officers, directors, representatives, attorneys and agents from and against any and all debts, duties, obligations, liabilities, suits, claims, demands, cause of action, damages, losses, costs and expenses (including, without limitation, attorneys' fees and expenses and court costs) in any way relating to, connected with or arising out of the property and other items conveyed hereunder or the ownership, leasing, use, operation, maintenance and management thereof from and after the date hereof, including, without limitations, the costs of any removal of hazardous substances or contaminants from the property and other items conveyed hereunder.

6) That is any term or provision of the above terms, covenants, restrictions, disclaimers, conditions or reservations or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of the terms, covenants, restrictions, disclaimers, conditions or reservations or applications of same to any persons or circumstances other than those which are held to be invalid or unenforceable shall not be affected thereby and each and every term and condition of these terms, covenants, restrictions, disclaimers, conditions or reservations shall be binding and enforceable to the fullest extend permitted by law.

TO HAVE AND TO HOLD, the above described premises unto the said Grantee, forever, as fully and as absolutely as I, MARK HENRY, County Judge of Galveston County, Texas, as duly authorized by the Commissioners' Court of Galveston County, Texas, can convey by virtue of Chapter 263 of the Property Code of the State of Texas.

Grantee joins in the execution of this Deed to evidence its acceptance of and agreement to the terms, covenants, restrictions, disclaimers, conditions and reservations stated above.

WITNESS OUR HANDS, this _____ day of _____, 2014.

COUNTY OF GALVESTON, TEXAS

By: _____
Mark Henry
County Judge

By: _____
(Grantee)

ACKNOWLEDGMENT

THE STATE OF TEXAS }
}
COUNTY OF GALVESTON }

BEFORE ME, the undersigned authority of this day personally appeared Mark Henry, County Judge for the County of Galveston, Texas, 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, and in the capacity therein stated, and as the act and deed of the County of Galveston, Texas.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2014.

_____
Notary Public in and for the
State of Texas
My Commission expires:

ACKNOWLEDGMENT

THE STATE OF TEXAS }
}
COUNTY OF GALVESTON }

BEFORE ME, the undersigned authority, on this day personally appeared ___ _____, _____ of _____. known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that same was the act of _____ _____, a _____, that he was duly authorized to perform the same by appropriate resolution of such organization and that he executed the same as the act of such organization for the purposes and consideration therein expressed.

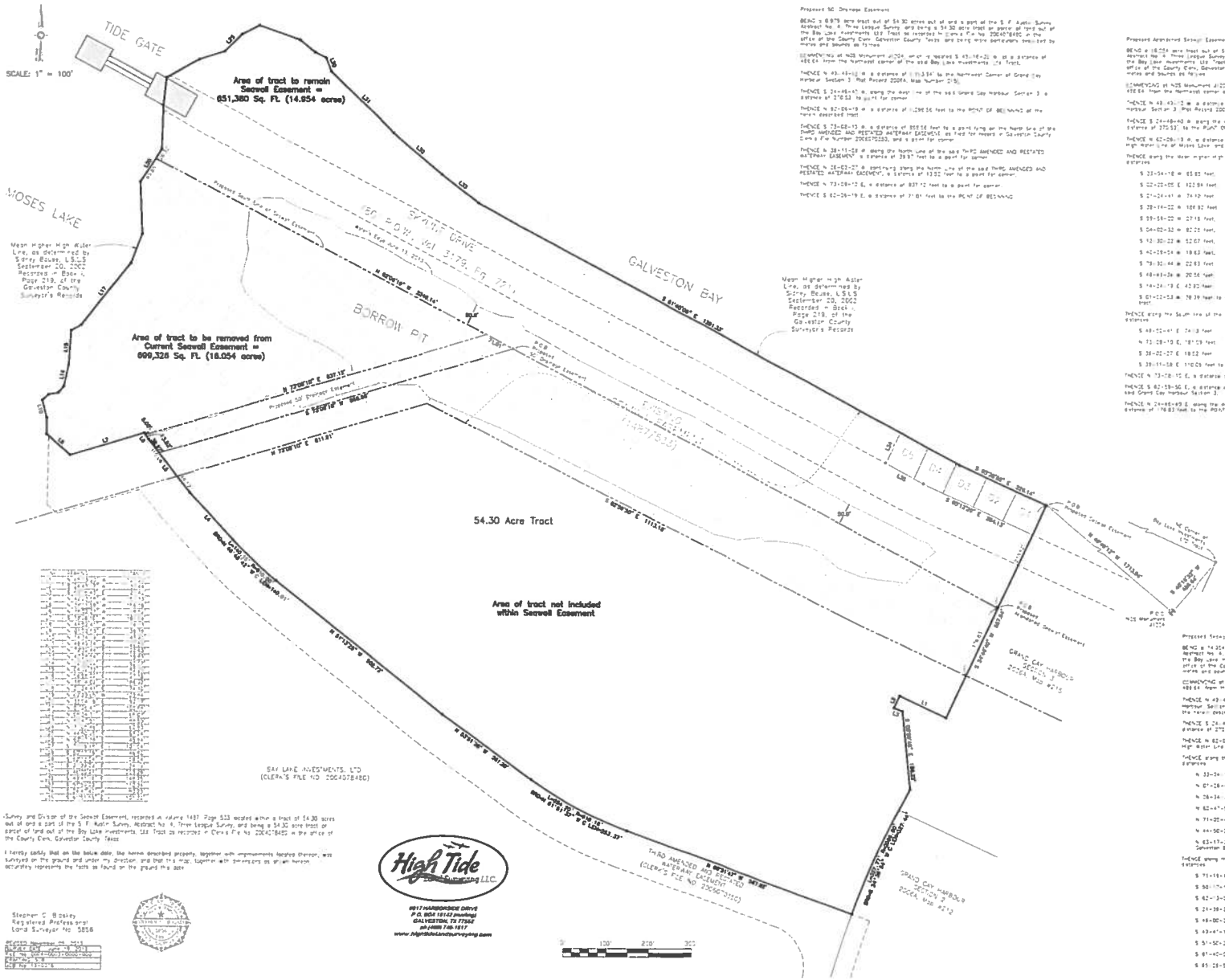
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2014.

_____
Notary Public in and for the
State of Texas
My Commission expires:

EXHIBIT

"A"

PERKUD BOOK 31-898



Survey and Division of the Seawall Easement, recorded in volume 1487, Page 533 located within a tract of 54.30 acres out of and a part of the S. F. Austin Survey, Abstract No. 4, Three Leagues Survey, and being a 54.30 acre tract or parcel of land out of the Bay Lake Investments, Ltd. Tract as recorded in Clerk's File No. 2004078480 in the office of the County Clerk, Galveston County, Texas

I hereby certify that on the below date, the herein described property, together with improvements located thereon, was surveyed on the ground and under my direction and that this map, together with improvements as shown hereon accurately represents the facts as found on the ground this date.

Stephen C. Blakey
Registered Professional
Land Surveyor No. 5858

High Tide Surveying L.L.C.
6917 HARBORSIDE DRIVE
P.O. BOX 10143 (mailing)
GALVESTON, TX 77552
ph (409) 740-1017
www.hightidelandsurveying.com

Proposed SC Drainage Easement

BEING a 0.979 acre tract out of 54.30 acres out of and a part of the S. F. Austin Survey, Abstract No. 4, Three Leagues Survey, and being a 54.30 acre tract or parcel of land out of the Bay Lake Investments, Ltd. Tract as recorded in Clerk's File No. 2004078480 in the office of the County Clerk, Galveston County, Texas and being more particularly described by metes and bounds as follows

COMMENCING at NGS Monument #1224 which is located S 45-16-22 W, at a distance of 488.64 from the Northeast corner of the said Bay Lake Investments, Ltd. Tract.

THENCE N 49-49-12 W, a distance of 1,713.94' to the Northwest Corner of Grand Cay Harbour Section 3 (Plat Record 2006A, Map Number 213).

THENCE S 24-46-40 W, along the west line of the said Grand Cay Harbour Section 3 a distance of 270.52 to point for corner

THENCE N 82-08-19 W, a distance of 1,296.56 feet to the POINT OF BEGINNING of the herein described tract

THENCE S 73-08-12 W, a distance of 858.56 feet to a point lying on the North line of the THIRD AMENDED AND RESTATED WATERWAY EASEMENT, as filed for record in Galveston County Clerk's File Number 2006073110, and a point for corner

THENCE N 38-11-58 W along the North line of the said THIRD AMENDED AND RESTATED WATERWAY EASEMENT a distance of 39.97 feet to a point for corner

THENCE N 28-02-27 W, continuing along the North line of the said THIRD AMENDED AND RESTATED WATERWAY EASEMENT, a distance of 13.32 feet to a point for corner.

THENCE N 73-08-12 E, a distance of 837.72 feet to a point for corner

THENCE S 82-08-19 E, a distance of 7.81 feet to the POINT OF BEGINNING

Proposed Approximate Sewage Easement

BEING a 18.054 acre tract out of 54.30 acres out of and a part of the S. F. Austin Survey, Abstract No. 4, Three Leagues Survey, and being a 54.30 acre tract or parcel of land out of the Bay Lake Investments, Ltd. Tract as recorded in Clerk's File No. 2004078480 in the office of the County Clerk, Galveston County, Texas and being more particularly described by metes and bounds as follows

COMMENCING at NGS Monument #1224 which is located S 45-16-22 W, at a distance of 488.64 from the Northeast corner of the said Bay Lake Investments, Ltd. Tract.

THENCE N 49-49-12 W, a distance of 1,713.94' to the Northwest Corner of Grand Cay Harbour Section 3 (Plat Record 2006A, Map Number 213) and the POINT OF BEGINNING of the herein described tract.

THENCE S 24-46-40 W along the west line of the said Grand Cay Harbour Section 3, a distance of 270.52' to point for corner

THENCE N 82-08-19 W, a distance of 2,243.14 feet to a point lying on the Mean Higher High Water Line of Moses Lake, and a point for corner.

THENCE along the Mean Higher High Water Line of Moses Lake the following courses and distances

S 33-54-18 W 85.83 feet.
S 52-23-05 E 123.94 feet
S 21-24-41 W 74.10 feet
S 28-14-22 W 108.92 feet
S 39-58-22 W 27.18 feet.
S 04-02-32 W 82.25 feet.
S 12-30-22 W 52.07 feet.
S 42-29-54 W 18.63 feet.
S 73-32-44 W 22.83 feet
S 48-49-26 W 20.56 feet
S 14-24-13 E 43.82 feet
S 01-12-53 W 78.39 feet to a point lying on the South line of the said 54.30 acre tract

THENCE along the South line of the said 54.30 acre tract the following courses and distances

S 48-52-41 E 74.13 feet
N 73-28-19 E 181.59 feet
N 38-02-27 E 18.12 feet
S 38-11-58 E 110.09 feet to a point for corner.

THENCE N 73-28-12 E, a distance of 811.81' feet to a point for corner

THENCE S 82-59-50 E, a distance of 1,113.18 feet to a point lying on the West line of the said Grand Cay Harbour Section 3.

THENCE N 24-46-40 E along the West line of the said Grand Cay Harbour Section 3, a distance of 78.83 feet to the POINT OF BEGINNING

Proposed Sewer Easement

BEING a 14.954 acre tract out of 54.30 acres out of and a part of the S. F. Austin Survey, Abstract No. 4, Three Leagues Survey, and being a 54.30 acre tract or parcel of land out of the Bay Lake Investments, Ltd. Tract as recorded in Clerk's File No. 2004078480 in the office of the County Clerk, Galveston County, Texas and being more particularly described by metes and bounds as follows

COMMENCING at NGS Monument #1224 which is located S 45-16-22 W, at a distance of 488.64 from the Northeast corner of the said Bay Lake Investments, Ltd. Tract.

THENCE N 49-49-12 W, a distance of 1,713.94 to the Northwest Corner of Grand Cay Harbour Section 3 (Plat Record 2006A, Map Number 213) and the POINT OF BEGINNING of the herein described tract.

THENCE S 24-46-40 W along the West line of the said Grand Cay Harbour Section 3, a distance of 270.52' to point for corner

THENCE N 82-08-19 W, a distance of 2,243.14 feet to a point lying on the Mean Higher High Water Line of Moses Lake, and a point for corner.

THENCE along the Mean Higher High Water Line of Moses Lake the following courses and distances

N 33-54-18 E 28.72 feet.
N 07-28-47 E 100.68 feet.
N 28-34-31 E 88.37 feet
N 62-47-51 E 58.53 feet
N 71-25-48 E 82.83 feet
N 44-56-25 E 57.24 feet
N 63-17-28 E 41.54 feet to a point lying on the Mean Higher High Water Line of Galveston Bay.

THENCE along the Mean Higher High Water Line of Galveston Bay the following courses and distances

S 71-18-18 E 181.24 feet
S 50-17-16 E 46.62 feet
S 62-3-24 E 28.24 feet
S 24-39-22 E 34.18 feet
S 46-00-27 E 203.28 feet.
S 43-47-16 E 142.75 feet.
S 51-52-22 E 170.34 feet.
S 61-40-29 E 1,251.33 feet.
S 85.28-52 E, a distance of 228.14 feet to the POINT OF BEGINNING

EXHIBIT

"B"

PENGAD 800-631-6989

Proposed Abandoned Seawall Easement:

BEING a 16.054 acre tract out of 54.30 acres out of and a part of the S. F. Austin Survey, Abstract No. 4, Three League Survey, and being a 54.30 acre tract or parcel of land out of the Bay Lake Investments, Ltd. Tract as recorded In Clerk's File No. 2004078480 in the office of the County Clerk, Galveston County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at NGS Monument J1204, which is located S 45–16–32 W, at a distance of 486.64' from the Northeast corner of the said Bay Lake Investments, Ltd. Tract;

THENCE N 49–49–12 W, a distance of 1,713.94' to the Northwest Corner of Grand Cay Harbour, Section 3 (Plat Record 2006A, Map Number 215);

THENCE S 24–46–40 W, along the West line of the said Grand Cay Harbour, Section 3, a distance of 270.52', to the POINT OF BEGINNING of the herein described tract;

THENCE N 62–06–19 W, a distance of 2,249.14 feet to a point lying on the Mean Higher High Water Line of Moses Lake, and a point for corner;

THENCE along the Mean Higher High Water Line of Moses Lake the following courses and distances:

S 33–04–18 W, 65.85 feet;

S 02–20–05 E, 123.84 feet;

S 21–24–41 W, 74.10 feet;

S 38–14–02 W, 186.92 feet;

S 58–58–22 W, 27.15 feet;

S 04–02–33 W, 82.25 feet;

S 12–30–22 W, 52.07 feet;

S 40–28–54 W, 19.63 feet;

S 79–32–44 W, 22.63 feet;

S 48–49–34 W, 20.56 feet;

S 14–34–19 E, 43.90 feet;

S 01–02–53 W, 38.38 feet to a point lying on the South line of the said 54.30 acre tract;

THENCE along the South line of the said 54.30 acre tract the following courses and distances:

S 48–52–41 E, 74.13 feet;

N 73–08–10 E, 181.09 feet;

S 36–02–27 E, 18.52 feet;

S 38–11–58 E, 110.06 feet to a point for corner;

THENCE N 73–08–10 E, a distance of 611.91 feet to a point for corner;

THENCE S 62–59–50 E, a distance of 1,113.18 feet to a point lying in the West line of the said Grand Cay Harbour Section 3;

THENCE N 24–46–40 E, along the West line of the said Grand Cay Harbour Section 3, a distance of 176.83 feet to the POINT OF BEGINNING.

EXHIBIT

"C"

PENGAD 800-631-6989

Proposed 50' Drainage Easement:

BEING a 0.979 acre tract out of 54.30 acres out of and a part of the S. F. Austin Survey, Abstract No. 4, Three League Survey, and being a 54.30 acre tract or parcel of land out of the Bay Lake Investments, Ltd. Tract as recorded In Clerk's File No. 2004078480 in the office of the County Clerk, Galveston County, Texas, and being more particularly described by metes and bounds as follows;

COMMENCING at NGS Monument J1204, which is located S 45–16–32 W, at a distance of 486.64' from the Northeast corner of the said Bay Lake Investments, Ltd. Tract;

THENCE N 49–49–12 W, a distance of 1,713.94' to the Northwest Corner of Grand Cay Harbour, Section 3 (Plat Record 2006A, Map Number 215);

THENCE S 24–46–40 W, along the West line of the said Grand Cay Harbour, Section 3, a distance of 270.52' to point for corner;

THENCE N 62–06–19 W, a distance of 1,296.56 feet to the POINT OF BEGINNING of the herein described tract;

THENCE S 73–08–10 W, a distance of 868.56 feet to a point lying on the North line of the THIRD AMENDED AND RESTATED WATERWAY EASEMENT, as filed for record in Galveston County Clerk's File Number 2006070350, and a point for corner;

THENCE N 38–11–58 W, along the North Line of the said THIRD AMENDED AND RESTATED WATERWAY EASEMENT, a distance of 39.97 feet to a point for corner;

THENCE N 36–02–27 W, continuing along the North Line of the said THIRD AMENDED AND RESTATED WATERWAY EASEMENT, a distance of 13.52 feet to a point for corner;

THENCE N 73–08–10 E, a distance of 837.12 feet to a point for corner;

THENCE S 62–06–19 E, a distance of 71.01 feet to the POINT OF BEGINNING.

AGENDA ITEM #16.

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 Rena Tambrella and Jerry Tinnell and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lots 20 & 21, HB Baylan Survey, Abstract 636 in Galveston County, Texas, recorded in book 105, page 63 of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat. There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat. In support thereof, Petitiones 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 Lots 20 & 21, HB Baylan Survey, Abstract 636 attached hereto as EXHIBIT "A".

1. Only Lots 20 & 21, HB Baylan Survey, Abstract 636 are to be involved in these conveyances. Petitioners are the sole owners of said Lots 20 & 21, HB Baylan Survey, Abstract 636.

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 Rena Tambrella and Jerry Tinnell, Petitioners herein.

3. Petitioners are willing and prepared to pay to the County any appropriate administrative cost or fees which may be incurred in the processing of the Application and Petition.

4. The petitioners 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, Petitioners prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioners to convey a portion of Lots 20 & 21, HB Baylan Survey, Abstract 636 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 6th day of FEB 2014.

Rena Tambrella
5712 Highland Road
Santa Fe, Texas 77517

Jerry Tinnell
3025 Stewart Road
Middle Torch Key, Florida 33042

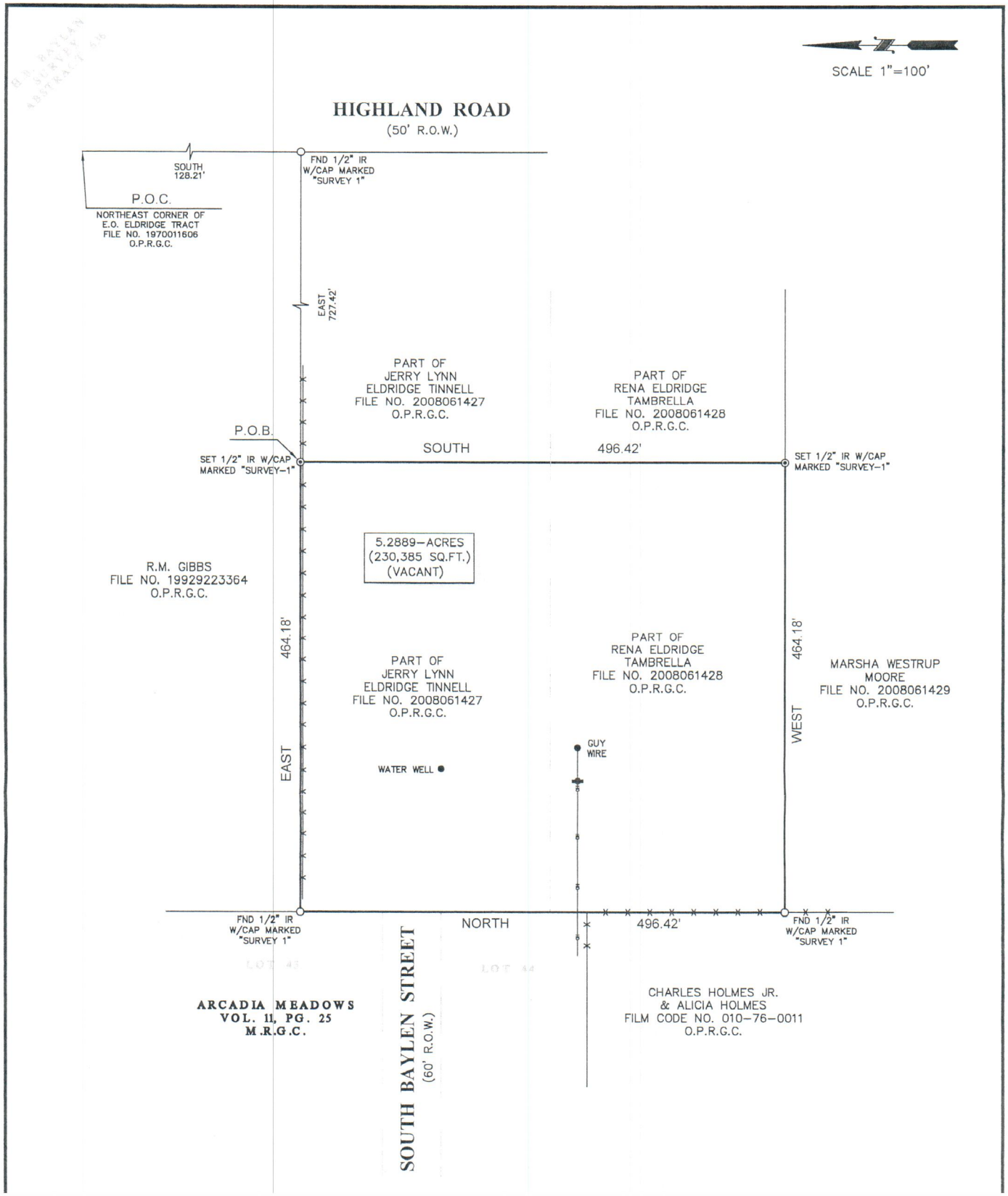
THE STATE OF Texas

COUNTY OF Galveston

BEFORE ME, the undersigned authority on this day personally appeared Petitioners Rena Tambrella and Jerry Tinnell to me to be the persons whose names are subscribed to the above and foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

WITNESSED MY HAND AND SEAL OF OFFICE this the 6th day of Feb., 2014

Claudette Fickessen


SCALE 1"=100'
HIGHLAND ROAD
(50' R.O.W.)
SOUTH 128.21'
P.O.C.
NORTHEAST CORNER OF E.O. ELDRIDGE TRACT FILE NO. 1970011606 O.P.R.G.C.
FND 1/2" IR W/CAP MARKED "SURVEY 1"
EAST 727.42'
PART OF JERRY LYNN ELDRIDGE TINNELL FILE NO. 2008061427 O.P.R.G.C.
PART OF RENA ELDRIDGE TAMBRELLA FILE NO. 2008061428 O.P.R.G.C.
P.O.B.
SET 1/2" IR W/CAP MARKED "SURVEY-1"
SOUTH
496.42'
SET 1/2" IR W/CAP MARKED "SURVEY-1"
5.2889-ACRES (230,385 SQ.FT.) (VACANT)
R.M. GIBBS FILE NO. 19929223364 O.P.R.G.C.
464.18'
PART OF JERRY LYNN ELDRIDGE TINNELL FILE NO. 2008061427 O.P.R.G.C.
PART OF RENA ELDRIDGE TAMBRELLA FILE NO. 2008061428 O.P.R.G.C.
464.18'
MARSHA WESTRUP MOORE FILE NO. 2008061429 O.P.R.G.C.
EAST
WEST
GUY WIRE
WATER WELL
FND 1/2" IR W/CAP MARKED "SURVEY 1"
NORTH
496.42'
FND 1/2" IR W/CAP MARKED "SURVEY 1"
LOT 45
LOT 44
ARCADIA MEADOWS VOL. 11, PG. 25 M.R.G.C.
SOUTH BAYLEN STREET (60' R.O.W.)
CHARLES HOLMES JR. & ALICIA HOLMES FILM CODE NO. 010-76-0011 O.P.R.G.C.

DESCRIPTION OF A TRACT OF LAND CONTAINING 5.2889 ACRES (230,385 SQUARE FEET) SITUATED IN THE H. B. BAYLAN SURVEY, ABSTRACT 636 GALVESTON COUNTY, TEXAS

Being a tract of land containing 5.2889 acres (230,385 square feet) situated in the H. B. Baylan Survey, Abstract 636, Galveston County, Texas, being a portion of a tract of land conveyed unto Jerry Lynn Eldridge Tinnell, by deed recorded under County Clerk's File No. 2008061427 in the Office of the County Clerk of Galveston County, Texas, and a portion of a tract of land conveyed unto Rena Eldridge Tambrella by deed recorded under County Clerk's File No. 2008061428 in the Office of the County Clerk of Galveston County, Texas. Said tract also being Lots 20 and 21 of the subdivision of said H. B. Baylan Survey, Abstract 636, Galveston County, Texas, according to the map or plat thereof recorded in Volume 105, Page 63 in the Office of the County Clerk of Galveston County, Texas. Said 5.2889-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at the northeast corner of a tract of land conveyed unto E. O. Eldridge by deed recorded under County Clerk's File No. 1970011606 in the Office of the County Clerk of Galveston County, Texas. Said point being in the west right-of-way line of Highland Road (50.00 feet wide);

THENCE South, along said right-of-way line of Highland Road, a distance of 128.21 feet to a found 1/2-inch iron rod with cap marked Survey-1;

THENCE South, a distance of 727.42 feet to a set 1/2-inch iron rod with cap marked Survey-1 for the northeast corner and POINT OF BEGINNING of said tract herein described;

THENCE South, a distance of 496.42 feet to a set 1/2-inch iron rod with cap marked Survey-1 for the northeast corner of said tract herein described;

THENCE West, 464.18 feet to a found 1/2-inch iron rod with cap marked Survey-1 for the southwest corner of said tract herein described;

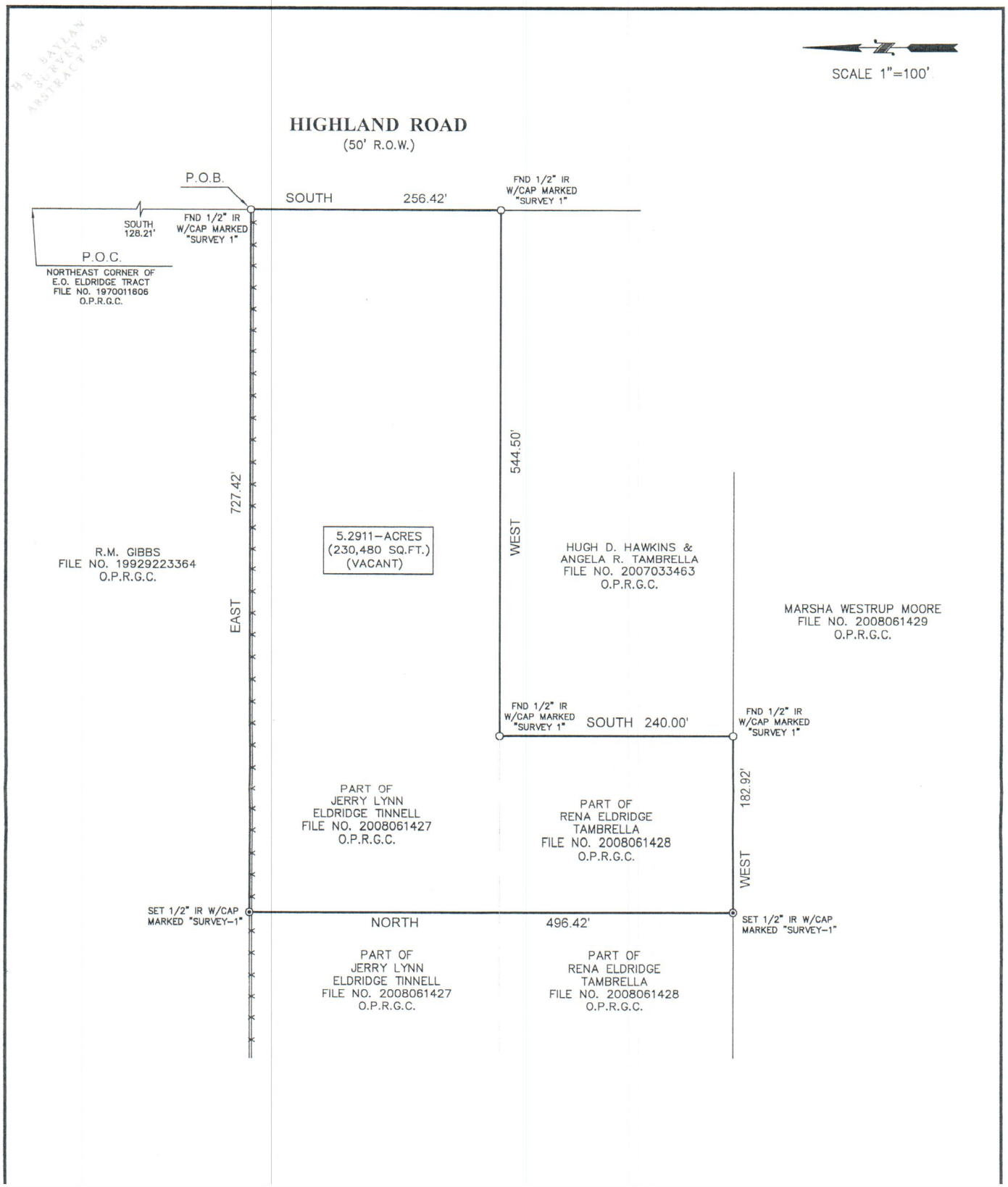
THENCE North, a distance of 496.42 feet to a found 1/2-inch iron rod with cap marked Survey-1 for the northwest corner of said tract herein described;

THENCE East, a distance of 464.18 feet to the POINT OF BEGINNING and containing 5.2889 acres (230,385 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated January 29, 2014, job number 1-24650-14-B.

Survey 1, Inc.
P.O. Box 2543
Alvin, TX 77512
281-393-1382

STATE OF TEXAS
REGISTERED
RICHARD FUSSELL
4148
PROFESSIONAL
LAND SURVEYOR


H.B. BAYLAY SURVEY ABSTRACT 636
SCALE 1"=100'
HIGHLAND ROAD
(50' R.O.W.)
P.O.B.
SOUTH 256.42'
FND 1/2" IR W/CAP MARKED "SURVEY 1"
SOUTH 128.21'
FND 1/2" IR W/CAP MARKED "SURVEY 1"
P.O.C.
NORTHEAST CORNER OF E.O. ELDRIDGE TRACT FILE NO. 1970011606 O.P.R.G.C.
544.50'
WEST
727.42'
EAST
5.2911-ACRES (230,480 SQ.FT.) (VACANT)
R.M. GIBBS FILE NO. 19929223364 O.P.R.G.C.
HUGH D. HAWKINS & ANGELA R. TAMBRELLA FILE NO. 2007033463 O.P.R.G.C.
MARSHA WESTRUP MOORE FILE NO. 2008061429 O.P.R.G.C.
FND 1/2" IR W/CAP MARKED "SURVEY 1"
SOUTH 240.00'
FND 1/2" IR W/CAP MARKED "SURVEY 1"
182.92'
WEST
PART OF JERRY LYNN ELDRIDGE TINNELL FILE NO. 2008061427 O.P.R.G.C.
PART OF RENA ELDRIDGE TAMBRELLA FILE NO. 2008061428 O.P.R.G.C.
SET 1/2" IR W/CAP MARKED "SURVEY-1"
NORTH 496.42'
SET 1/2" IR W/CAP MARKED "SURVEY-1"
PART OF JERRY LYNN ELDRIDGE TINNELL FILE NO. 2008061427 O.P.R.G.C.
PART OF RENA ELDRIDGE TAMBRELLA FILE NO. 2008061428 O.P.R.G.C.

DESCRIPTION OF A TRACT OF LAND CONTAINING 5.2911 ACRES (230,480 SQUARE FEET) SITUATED IN THE H. B. BAYLAN SURVEY, ABSTRACT 636 GALVESTON COUNTY, TEXAS

Being a tract of land containing 5.2911 acres (230,480 square feet) situated in the H. B. Baylan Survey, Abstract 636, Galveston County, Texas, being a portion of a tract of land conveyed unto Jerry Lynn Eldridge Tinnell, by deed recorded under County Clerk's File No. 2008061427 in the Office of the County Clerk of Galveston County, Texas, and a portion of a tract of land conveyed unto Rena Eldridge Tambrella by deed recorded under County Clerk's File No. 2008061428 in the Office of the County Clerk of Galveston County, Texas. Said tract also being Lots 20 and 21 of the subdivision of said H. B. Baylan Survey, Abstract 636, Galveston County, Texas, according to the map or plat thereof recorded in Volume 105, Page 63 in the Office of the County Clerk of Galveston County, Texas. Said 5.2911-acre tract being more particularly described by metes and bounds as follows:

COMMENCING at the northeast corner of a tract of land conveyed unto E. O. Eldridge by deed recorded under County Clerk's File No. 1970011606 in the Office of the County Clerk of Galveston County, Texas. Said point being in the west right-of-way line of Highland Road (50.00 feet wide);

THENCE South, along said right-of-way line of Highland Road, a distance of 128.21 feet to a found 1/2-inch iron rod with cap marked Survey-1 for the northeast corner and POINT OF BEGINNING of said tract herein described;

THENCE continuing South, along said right-of-way line, a distance of 256.42 feet to a found 1/2-inch iron rod with cap marked Survey-1 for an interior corner;

THENCE West, a distance of 544.50 feet to a found 1/2-inch iron rod with cap marked Survey-1 for an interior corner;

THENCE South, a distance of 240.00 feet to a found 1/2-inch iron rod with cap marked Survey-1 for the most southeasterly corner of said tract herein described;

THENCE West, a distance of 182.92 feet to a set 1/2-inch iron rod with cap marked Survey-1 for the northwest corner of said tract herein described;

THENCE North, a distance of 496.42 feet, to a set 1/2-inch iron rod with cap marked Survey-1 for the northwest corner of said tract herein described;

THENCE East, a distance of 727.42 feet to the POINT OF BEGINNING and containing 5.2911 acres (230,480 square feet), more or less.

Note: This metes and bounds description is referenced to a survey drawing prepared by Survey 1, Inc. (Firm Registration No. 100758-00) dated January 29, 2014, job number 1-24650-14-A.

Survey 1, Inc.
P.O. Box 2543
Alvin, TX 77512
281-393-1382

STATE OF TEXAS
REGISTERED
RICHARD FUSSELL
4148
PROFESSIONAL
LAND SURVEYOR

AGENDA ITEM #17.

AGREEMENT FOR USE OF FACILITIES

This Facility Use Agreement (Agreement) is for the use of the Walter Hall Park Indoor Pavilion and grounds and is entered into by and between the County of Galveston, Texas (County), and the League City Lions Charities, Inc. (Contractor), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

1. Purpose

1.1 This Agreement grants exclusive use rights of the Walter Hall Park Indoor Pavilion and grounds (collectively, Walter Hall Park) to Contractor for holding the 60th Old Time Village Fair and Texas Music Festival (Village Fair) on May 8-11, 2014 and grants usage on days preceding and following the Village Fair for set-up and break-down.

2. Term

2.1 This Agreement shall be effective upon full execution on the date of the last Party executing hereto and shall remain continuously in effect thereafter for a period of one year.

3. Usage

3.1 Exclusive Use on Days of Village Fair. This Agreement governs Contractor's use of Walter Hall Park for the Village Fair, and exclusive use of Walter Hall Park is permitted on the dates of May 8, 2014, May 9, 2014, May 10, 2014, and May 11, 2014, which are the dates of the Village Fair itself.

3.2 Non-Exclusive Use for Set-up and Break-down. Use (non-exclusive) of Walter Hall Park is permitted on the dates of May 5, 6 and 7, 2014 for set-up, and on the dates of May 12 and 13, 2014 for break-down. Contractor further agrees that its break-down (which includes, but is not limited to, removal from Walter Hall Park) shall be completed by or before the close of May 13, 2014.

4. Conditions

4.1 Contractor acknowledges that it is bound by the Galveston County Parks and Senior Services Department Facility Permit Policy, approved as revised by the Commissioners Court on November 13, 2012 (Facility Permit Policy), and any future amendments or revisions to the Facility Permit Policy that are made during the term of this Agreement. A copy of the Facility Permit Policy is attached hereto as **Exhibit A** and incorporated herein for all purposes.

5. Fees

5.1 The Parties agree to the following fees:

Paid Upon Execution of Agreement	
Security Deposit	$ 2,525.00
Carnival Deposit	$ 1,000.00
User Fee	$ 2,600.00
Electrical Use Fee	$ 7.50 per Booth
	$ 10.50 per R.V.

Contractor authorizes the County to make withdrawals from deposits to pay for damages resulting from any of Contractor's activities and/or resulting from the Village Fair. These withdrawals may be made immediately following assessment of damages. Contractor acknowledges that it will replace any withdrawals from deposits within 30 days of the withdrawals. Deposits will be maintained at the amounts stated above throughout the term of the Agreement. Upon expiration or early termination of the Agreement and after withdrawals have been made for any and all damages, the County will refund the remaining deposit balances to Contractor. Balances refunded will be without interest.

6. Termination

6.1 Either Party may terminate this Agreement for necessity or convenience. The Party desiring termination for necessity must provide the other Party with at least ten (10) business days prior written notice, if reasonably possible, or as much notice as is reasonably possible based on the type of necessity. The Party desiring termination for convenience must provide the other Party with at least ninety (90) calendar days prior written notice.

7. Communications

7.1 The Parties agree to mail or fax all communications to the following addresses, unless another address or fax number is provided in writing by either Party:

COUNTY:

Director
Galveston County Parks Department
4102 Main Street (FM 519)
La Marque, Texas 77568
Fax: (409) 934-8140

CONTRACTOR:

President and Village Fair Chairman
League City Lions Charities, Inc.
P.O. Box 982
League City, Texas 77554-0982
Fax: (281) 338-6625

8. Miscellaneous

8.1 **Exhibits A, B,** and **C** are physical affixed to this Agreement, beginning after page 4 of this Agreement. **Exhibit A** consists of the Facility Permit Policy, previously discussed and incorporated herein in Section 4.1 of this Agreement. **Exhibit B** is Contractor's site plan for the Village Fair and is incorporated herein for all purposes. **Exhibit C** is Contractor's completed application for the Village Fair and is incorporated herein for all purposes. As such, all three **Exhibits** are a part of this Agreement.

8.2 This Agreement constitutes the entire agreement between the Parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect.

8.3 This Agreement may be modified or amended only upon the Parties mutual consent evidenced in writing.

8.4 No waiver by the County of any default in performance by the Contractor in the past will constitute a waiver of any subsequent default.

8.5 Any invalidity of any part of this Agreement will not cause the remaining parts to be invalid.

8.6 This Agreement is governed by the laws of Texas. Venue shall lie exclusively in Galveston County, Texas.

8.7 The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. 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 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 official as required by law, to be effective as of the date specified herein.

League City Lions Charities, Inc.,
By:

Darryl Krogman, President

Date Signed:

2/7/2014

County of Galveston, Texas,
By:

Mark Henry, County Judge

Date Signed:

ATTEST:

Dwight D. Sullivan, County Clerk

Exhibit A

Galveston County Department of Parks and Senior Services
Facility Permitting Policy

Policy Amended: November 13, 2012
In effect: December 3, 2012

In keeping with our mission, it is our desire that every event scheduled at a county park facility be successful and safe. To facilitate this goal, the Galveston County Commissioners Court adopts the following policies and procedures on behalf of Galveston County. The County's Department of Parks and Senior Services will implement them.

1. **Definitions**

1.1 Alcoholics Beverages: The only types of alcohol that may be consumed in County Park Facilities are wine, beer, and champagne.

1.2 Amplified Music: Music that is made louder through the use of a piece of equipment for increasing the strength or power-level of electric currents thus increasing the decibel level or loudness of the music. Amplified sound and equipment is prohibited for outdoor facility reservations. Sound that is not plainly audible outside of the perimeter of the reserved pavilion is allowed (i.e. small portable stereo).

1.3 Beach: means state owned beaches to which the public has the right of ingress and egress bordering on the seaward shore of the Gulf of Mexico or any larger area extending from the line of mean low tide to the line of vegetation bordering on the Gulf of Mexico if the public has acquired a right of use or easement to or over the area by prescription, dedication, or has retained a right by virtue of continuous right in the public.

1.4 Commercial fees: are those fees that apply to all activities conducted for a commercial or for-profit legal entity wherein items are sold or fees are charged for admission, participation, or registration.

1.5 Department: means the Galveston County Department of Parks and Senior Services.

1.6 Deposit: is the amount of money tendered that is designed to reimburse the County for possible damages/clean-up to a Site or Facility. Deposits are fully or partially refundable upon clean-up conditions being met. Should the deposited amount not be sufficient, additional monies will be required.

1.7 Set-Up/Break Down Charge: is the amount of money charged to reimburse the County for the cost of labor hours required to make a Facility ready (tables and chairs, etc) for a event and to restore the Facility to its original pre-rental/reservation state upon completion of the event.

1.8 Director: means the current Director of the Galveston County Parks and Senior Services or their designee.

1.9 Teen Youth Party: means an organized event with two or more participants of the age of seventeen or under where chaperone(s) are required and admission fees are charged.

1.10 Chaperone: is **a person age 21 or older** who accompanies **teen youth age eighteen or under** at social gatherings to ensure proper behavior and/or one delegated to ensure proper behavior.

1.11 Curfew: is a regulation to govern the Youth Parties usage of the county park facilities within municipal jurisdictions established curfew ordinances.

1.12 Facility Use Agreement: a written promise evidenced by a signed document ("Facility Use Agreement") by applicant for facility reservation by which applicant agrees to the regulations established by the County Department of Parks and Senior Services for use of a facility as listed in the agreement.

1.13 Special Event Permit Application: a series of forms ("Application and Request For Special Event Permit, Special Event Security Plan, Requirements and Attractions and Special Event Contract") to be completed and signed by the individual or group requesting a reservation/permit for a special event (Concert, Wedding, Fair, Fun Run, Picnic, Rally, etc) to be held at a facility and/or including the grounds associated with the facility or for events that exceed facility capacities, or are requesting special accommodations.

1.14 Facility Data Report: a form ("Facility Data Report") executed by and between the Permit Holder and the Department of Parks and Senior Services operations personnel (Park Maintenance Worker, Park Aide, Seasonal Park Aide, District Supervisor, and/or Park Operations/Trades Manager), which establishes and documents the pre-rental reservation and post-rental reservation condition of a facility including facility grounds if applicable.

1.15 Events:

1.15.1 Mass Gatherings: a gathering that attracts or is expected to attract more than 200 individuals on any Beach in the unincorporated area of Galveston County who will remain at the location for more than two continuous hours. **Moratorium on Mass Gatherings, effective, November 6, 2002.**

1.15.2 Public Events: activities such as rodeos, festivals, religious revivals, and rallies that are open to the public, regardless of whether or not an admission fee is charged.

1.15.3 Special Events, Walk-A-Thons, Fun Runs and Races: that are usually closed to the general public, but open to registered participants of a particular group.

1.16 Facility: is a building, bungalow, covered barbecue site, or other similar structure within a Site.

1.17 Individual, non-profit, or tax exempt fees: apply to organizations recognized by Texas State Law as tax exempt. Such organizations must be in existence exclusively for one or more specifically exempt purpose(s) at the time of application for permit.

1.18 Permittee: means a permit holder. The "Permit Holder" must be twenty-one years of age or older (=> 21 Years of Age) in order to be allowed to reserve and/or permit a county facility and/or site.

1.19 Person: means an individual, group of individuals, firm, corporation, partnership or association.

1.20 Policy: means this Facility Permitting Policy.

1.21 Private Functions: small picnics, weddings, birthday parties, family reunions, company parties, churches, etc. that are closed to the public and are usually held or sponsored by private citizens, companies, churches, or class/family reunions.

1.22 Promote: includes organize, manage, finance or hold.

1.23 Promoter: means a person who promotes a Mass Gathering.

1.24 Site: is the area (park, center, Beach, public pavilion, etc.) reserved for an event.

1.25 Site reservation (user) fees: are fees paid to reserve a Site. They are not deposits and are therefore not refundable except as specified regarding timely cancellations.

1.26 Walk-a-thons, fun runs, and races: are any type of race, walk or similar event in which participants use a portion of parkland to begin and/or end the Event. All such events will be assessed a deposit and a reservation fee in accordance with the Site and Event reservations fee policy.

2. Scheduling Events or Private Functions (INDOORS AND OUTDOORS)

2. 1 For Private Function applicants for permits must complete a Facility Use Agreement. The completed Facility Use Agreement, Facility Deposit, and User Fee payments must be submitted to the Permit Office on the date that the facility is reserved. Reservations are made on a first-come, first serve basis.

For **outdoor facility rentals**, the Applicant forfeits 100% of the assessed User Fee **if the applicant fails to notify the Permit Office in writing of cancellation of the event 7 calendar days prior** to the scheduled event unless the applicant is granted a full or partial refund under the requirements below.

For **indoor facility rentals**, the Applicant forfeits 100% of the assessed User Fee **if the applicant fails to notify the Permit Office in writing of cancellation of the event, 30-calendar days prior** to the scheduled event.

Should your event need to be rescheduled due to a staff/clerical error, health or safety issue, a County function or unforeseen events (i.e. deaths, sudden illness, loss of employment) or "Acts of God" (i.e. declared emergency and natural disasters), Permit Holder will be given notice at the earliest opportunity and User/Deposit Fees will be refunded or the event can be rescheduled.

2.2 A person may not promote a Mass Gathering without a permit being first issued by the Department. **"Mass Gatherings" are subject to a MORATORIUM effective, November 6, 2002. Refer to Section 1.15.1 of this policy for permitting authority for "Mass Gatherings".**

2.3 **Indoor Special Events or Private Functions – ADDITIONAL HOURS**: Permittee will be charged "Additional Hours" to accommodate public events, special events, or private events held in an indoor facility (i.e., Community Center, Indoor Pavilion) when the Permittees contracted Caterer, Wedding Planner, etc. arrives to set up for the event prior to the scheduled reservation time for the start of the permitted event. This fee will be based upon the normal extra hours charge fee for the particular indoor facility.

2.3.1 **Indoor Facility Usage** is billed by the hour. Facilities will only be open at the times specified on the contract and paid for. Please include your set-up time (remember to include any vendors that may need access to the facility in advance) and allow at least one hour for clean-up when scheduling your event. Permit Holder is responsible for the set-up/break-down of all tables and chairs for the event unless the set-up/break-down fee is paid 30 calendar days prior to the reservation. If the Permit Holder requests assistance from County staff in the set-up or break-down, the fee will be assessed. If usage extends beyond the time specified on the contract, additional usage, overtime fees and security fees (if applicable) will be assessed. County staff will meet the Permit Holder at the time specified on the contract (not any earlier) to open the facility and once the post-event inspection has taken place, the facility will be locked and will not be reopened.

2.4 Applicant requesting a facility reservation for an outdoor amenity and/or grounds area cannot reserve the outdoor facility (i.e., picnic shelter, outdoor pavilion, Barbeque (BBQ) Hut and/or grounds) if the reservation request is made less than 7 calendar days prior to the event date being requested by the applicant, however special accommodations can be addressed. Please call 409-934-8100, M-F from 8:00am-5:00pm to check availability.

2.5 For **Special Events**, applicants for permits must submit a Special Event Reservation Application Form. The completed Special Event Reservation Application Form and payment must be submitted to the Permit Office at a minimum of 90 calendar days in advance but not more than one year in advance. The Applicant will be required to pay 100% of the required Site Reservation User Fees, Deposit Fees and other Fees as determined by the Permit Office as being applicable to the special event within 30 calendar days of the date that the facility is reserved unless the applicant is granted a full or partial refund under the requirements of section 2.1.

No "Outdoor Special Event" with attendance of 500 or more will be held within 30 calendar days of another "Outdoor Special Event" within the same park location.

2.6 Sites and Facilities are limited. For this reason, reservations should be made as far in advance as is reasonably possible. But **no reservation can be made more than twelve months in advance.** To reserve a Site or a Facility for a year (twelve months) in advance, the applicant should contact the Permit Office on the first business day of the month that is twelve months before the proposed event. Personal appearances are preferred to phone calls. Should two or more persons arrive at the Permit Office at 8:00am to rent a facility, there will be a drawing (one person from each party with each name written on a piece of paper) to determine who will be eligible to rent the facility.

2.7 All Reservation Application Forms must include a valid telephone number, email address if available, cell phone number and/or fax number as alternative means of contact.

2.8 Facility Deposit Charge must be **paid via Personal Check, Cashier's Check or Money Order only**. Facility and/or Site Reservation Fees for both indoor and outdoor facilities and/or grounds are to be **paid by Cash, Personal Check, Cashier's Check, Money Order** and if applicable by **Credit Card (MasterCard, Discover, etc.)** made payable to the Galveston County Parks & Senior Services Department. Personal checks are only accepted more than 30 calendar days in advance of a reservation. If less than 30 days, cash, cashier's check, money order, or credit card payment is required. Separate payment for both the Facility Deposit Charge and Facility Site Reservation Fees are required.

2.9 Following the conclusion of the Event all or part of the Deposit may be refunded, depending upon the condition in which the Facility, Grounds or Beach area and surrounding areas are left as reported on the final Facility Data Report (FDR). If the Facility, Grounds or Beach or Dunes located on the Beach area is damaged or if the Facility, Grounds or Beach or Dunes area is not thoroughly cleaned, the Permittee agrees, as a condition of the issuance of the Permit to pay such additional charges as are assessed by the Department. Deposits made by check or money order will be made available for pick-up within 10 business days at the Permit Office by the Permit Holder or designee, or the deposit check can be requested to be destroyed/shredded. Please call the Permit Office in advance of your arrival so that we can prepare your check for pick-up. Deposit checks are not available to be mailed. Should a deposit or portion of a deposit need to be retained and a deposit check was issued more than six months ago, a new deposit check will be required for payment.

2.10 Cleaning and Trash: Permit Holders are responsible for the cleaning of the facility and Permit Holder is allowed to contract cleaning services but must remain on premises until cleaning is complete. Permit Holder agrees to mop and sweep all rooms including banquet rooms, bathrooms, kitchens and entryways and return tables and chairs to proper locations. Trash cans, bags, mops, brooms, mop bucket and cleaning supplies are provided. Trash cans are for use for trash only. County staff will inspect the facility immediately following the event. If the facility is not satisfactorily cleaned, part or all of the deposit will be forfeited and the Permit Holder may be billed for an additional amount depending on the time required for the cleaning of the facility.

2.11 **Teen Youth Party**:

a. Any misrepresentation in the intent, type or nature of a youth party will be grounds for cancellation of the event and forfeiture of the event user fee(s) and deposit paid to secure exclusive use rights for the Teen Youth Party.

b. All "Teen Youth Parties" as defined by this facility permitting policy will be accompanied by a minimum of three (3) chaperones (adults) based upon the number of youth attending and a fee is being charged for admission; in addition the chaperone(s) must sign a written agreement (i.e. Facility Data Report "FDR" acknowledging that the chaperone(s) will be in attendance throughout duration of the youth party where entrance into the event is open to the general public and not restricted to private use and/or attendance.

2.12 **Security for Teen Youth Party**: Security for Teen Youth Parties is required, please refer to section 3.2

2.13 Indoor events will not be permitted beyond twelve A.M. (Midnight) Monday through Sunday with the exception that those "Events" falling into the category of "Special Events" and requiring the completion of a "Special Events Application" will be reviewed for permitting on a case-by-case basis and is subject to the approval of the Director. Outdoor event permits are subject to park hours/curfew.

2.14 **County Holidays**:
Indoor Facility Rentals: Recognized Holidays & Other Unavailable Dates: Indoor facilities cannot be permitted on County holidays. County holidays are: New Years Day, Good Friday, Easter Sunday, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day; the facility may not be available the Friday prior or Monday after the holiday in accordance with the County's Holiday schedule. County Holidays are subject to change.

Martin Luther King, Jr. Day, Memorial Day, July 4th and Labor Day will be available to permit subject to staff availability and with an additional overtime rate of $25.00 per hour.

Outdoor Facility Rentals: Recognized Holidays & Other Unavailable Dates: Outdoor facilities can be permitted for County Holidays however certain County services may be unavailable on designated Holidays. County holidays are: New Years Day, Martin Luther King, Jr. Day, Good Friday, Easter Sunday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day; services may not be available the Friday prior or Monday after the holiday in accordance with the County's Holiday schedule. County Holidays are subject to change.

2.15 **Decorations**:
Outdoor Decorations: No decorations, additions or temporary structures may be affixed/added to any park structure at any time. Staples, tacks, or nails may not be used. Candles, sparklers, piñatas, rice, confetti, silly string, smoke, fog machines and glitter are strictly prohibited. Only birdseed and bubbles are permitted outside.

Indoor Decorations: No decorations may be applied to the walls, ceilings or windows at any time. Staples, tacks, or nails may not be used in facilities. Candles, bubbles, sparklers, piñatas, rice, birdseed, confetti, silly string, smoke, fog machines and glitter are strictly prohibited inside of facility. Only birdseed and bubbles are permitted outside. No powdered materials are allowed on the floors in any facility. If fire alarm is set-off accidentally due to the above, the deposit will be retained.

2.16 **Permit Modifications for Indoor/Outdoor Facilities**:
Any changes or modifications in the scope of the permit (including security) must be **finalized 30 calendar days in advance for (indoor facility rentals)** and **7 calendar days in advance for outdoor facility rentals.**

2.17 **Refunds/Credits for Inclement Weather for Outdoor Facilities**:
Inclement weather: In the event of inclement weather on the day of your event and within one hour of your reservation time, you must call 409-934-8100 and leave a message with the park name, your permit number, and telephone number stating that you will not be using the facility in order to either receive a credit or transfer use to another available date. Your call will be time/date stamped and a staff member will contact you during normal business hours to verify the credit or transfer.

3. General Requirements

3.1 General Liability Insurance Requirements

Third party general liability insurance is required for all private events with moonwalks or special accommodations, special events, or events open to the public in the amounts set forth below.

Limits of Coverage:

Each Occurrence	$1,000,000.00
Bodily Injury	$1,000.000.00
Property Damage	$1,000,000.00
Personal Injury	$1,000,000.00
Medical Expenses	$5,000.00
General Aggregate	$2,000,000.00
*Alcohol	$1,000,000.00

*If alcoholic beverages are sold, served, or allowed to be consumed during the event, the insurance certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the event.

Certificate Holder:

The Certificate Holder is: The County of Galveston, 722 Moody (21st Street), Galveston, TX 77550

Additional Insured Required:

The County of Galveston, the Galveston County Parks & Senior Services Department and the Galveston County Commissioners' Court must be named as additionally insured on the policy/certificate of insurance.

General requirements:

- Proof of insurance must be provided at least five (5) business days before the beginning of the event, or the event will be cancelled. The Director of the Parks & Senior Services Department reserves the right to require other types of insurance coverage in other instances if circumstances warrant.
- The insurance certificate must be signed (a stamped signature will suffice).

3.2 **Uniformed "Texas Commission on Law Enforcement Officers Standards and Education" (TCLEOSE) certified Peace Officers**, with the exception of reserve Peace Officers, employed by Law enforcement agencies located within Galveston County are required for any Public, Special or Private Event at which alcohol is present, any Mass Gathering or any Public or Private Event with an estimated attendance of 50 or more, an event with admission fees, live bands, and deejays or amplified music. Such Peace Officers must also be present at any Public Event, Special Event, or Private Event in which, in the opinion of the Director, the anticipated attendance or the planned activity may affect public health or safety. **The Minimum number of Peace Officers required at a Private Event, a Public Event or a Special Event is two for the first 100 people in attendance**; of the two required Peace Officers **one must be a TCLEOSE Certified Galveston County Sheriff's Deputy or a Galveston County Constable and one additional officer for each additional 100 people in attendance.** The Park Patrol Security Supervisor may require additional peace officers if, in his opinion, it appears such additional officers are warranted.

Arrangements for such Peace Officers must, in normal circumstances, be made through the Department's Park Patrol Security Supervisor, a minimum of 30 calendar days in advance. But, should the Park Patrol Security Supervisor determine such additional Peace Officers are required; he will notify the applicant within 24 hours of such determination and the applicant will be required to immediately arrange for such additional officers. It is the Applicant's responsibility to make arrangements for adequate Peace Officers to help ensure the safety of the public attending the Public Event, Special Event or Private Event.

To arrange for peace officers to handle event security, contact the Park Patrol Security Supervisor during normal working hours between 8:00 a.m. and 5:00 p.m., Monday through Friday of each normal

work week. The Park Patrol Security Supervisor contact telephone Number is (409) 934-8122 or alternatively the applicant can contact the Park Patrol Security Supervisor through his county issued cell phone number at (409) 771-5855, during the hours of Monday through Friday between 8:00 A.M. and 5:00 P.M.

3.3 **Applicant must be aware that** for Events where food or beverages are sold, served or otherwise made available to the public, the **Applicant** or the food vendor must obtain, within 15 days of the of the **Event Date, the necessary health permits and approvals from the Galveston County Health District.**

3.4 **Applicant must be aware that for "Outdoor Special Events"** and **other indoor and private events** where alcoholic beverages are sold, served or otherwise made available to the public, the **Applicant** must obtain the proper licensing and training from the Texas Alcoholic Beverage Commission within **15 calendar** days of the **Event Date. Private events are exempted from this requirement.**

3.5 **Alcohol Server's Policy**

3.5.1 Persons serving alcoholic beverages at Events must be aware of applicable portions of the State Alcohol Beverage Regulations.

3.5.2 Knowledge of Texas Alcoholic beverage serving regulations is required for all persons serving alcohol to the public. At least one person per booth must have attended an alcoholic beverage server's orientation session of the type offered to volunteer festival workers by the Texas Alcoholic Beverage Commission, or by beer distribution companies, within the year before the Event. Such person(s) must remain at the booth at all times during the Event. Applicants are responsible for ensuring that all persons serving alcohol are aware of and enforce the regulations.

3.5.3 A written statement to the Director stating the Applicant will be in compliance with this Section 3.6 are required.

3.6 The Applicant must provide for the Event, at no additional charge to the public, an adequate number of portable toilets (one per 100 attendees), including a proper ratio of such toilets that meet the Americans with Disabilities Act specifications (ADA).

3.7. If the Event is a Mass Gathering, vehicular or pedestrian beach access points may not be blocked at any time under any circumstances. Emergency and law enforcement vehicles must have unfettered access to any point within the Site.

3.8. The Permittee must place signs at the entrances to the Beach advising all attendees at a Mass Gathering that the use and possession of glass containers and products are prohibited on Beaches and that violators will be subject to criminal prosecution.

3.9. The Permittee must also place signs at the entrances to the Beach advising all attendees at a Mass Gathering that it is unlawful to drive upon, remove sand from or otherwise disturb any natural or man-made dune on a Beach.

3.10. The Permittee must pick up trash and litter during and after all Events. Events where in excess of 100 persons are in attendance will be required to remove bags of trash from the Site the same day of the event. After the Event, a Facility Data Report (FDR) will be prepared to record the condition of the Site and the Site must be left in as good or better condition than existed before the Event. Failure to return the Site to an acceptable condition will result in forfeiture of all or part of the security deposit charge(s). In addition, the permittee may be responsible for other costs incurred by the Department for the removal of trash and litter from the Site.

3.11. The Permittee may use for the Event any electrical outlets that currently exist at the Site at a cost of **$10.00 per Booth** and **$15.00 per R.V. Hookup.** It is the Permittee's responsibility to contact the Department at least 72 hours before the Event to ensure that the electrical power is turned on. If the Event takes place at a Site where no electrical outlets are currently in place or if the Permittee has additional electrical requirements, it will be the Permittee's responsibility to safely provide for the Event's additional needs.

3.12. If the Permittee wishes to use lighted Site facilities such as tennis courts, and open-air areas within public parks after normal hours of operation, an **electrical fee of $20.00 per hour**, and an **overtime rate of $25.00 per hour** will be charged.

3.13 If the Permittee wishes to have **"Moon Walk Equipment" (NO WATER SLIDES PERMITTED)** brought in at their cost to the park the permittee will be required to coordinate with park staff as to the placement of the equipment and provide liability insurance coverage. The department will assess **a $20 electrical hook-up fee.**

Outdoor Facilities: Moonwalks are the only amusement/activity permitted for use at private events. Any and all other amusements are prohibited including, but not limited to: children's rides, amusement rides, dunk tanks, and animal attractions. Events that request amusement/activities that are not a moonwalk require a special event application.

Indoor Facilities: No amusements are permitted inside County facilities including, but not limited to: moonwalks or inflates, children's rides, amusement rides, dunk tanks, and animal attractions.

3. 14. The hours of operation of any Mass Gathering shall be limited to 6:00 a.m. through 10:00 p.m. on weekdays and Sundays and 6:00 a.m. through midnight on Saturdays. **Refer to Section, 1.14.1 of this policy for the requirements pertaining to the permitting of "Mass Gatherings".**

3.15. Failure to abide by any of these General Conditions will automatically revoke the Permit and cancel the Reservation.

4. Criminal Offenses

4.1 A promoter commits the offense of Failure to Obtain a Permit for a Mass Gathering if he promotes a Mass Gathering and fails to secure a permit as set forth in this Policy or if he continues to profligate a Mass Gathering after his Mass Gathering Permit has been revoked. **The offense is a Class B Misdemeanor. (Natural Resources Code Chapter 61 Subchapter G and Galveston County Commissioners' Court Order of May 6, 2002).**

4.2 Driving upon, removing sand from or otherwise disturbing any natural or man-made dune on a Beach subjects the violator to civil penalties. (Natural Resources Code §63.181).

5. Fee Schedule

5. 1 Non-Waiver Policy. Site Reservation User Fees and Set-Up/Break Down Fees guarantee the exclusive use of a Facility or of a Site for a specified period of time. Minimal fees are charged for such use. Accordingly, except in the following circumstances such fees will not be waived.

5.1 .1 Exception for Special Circumstances. On occasion, 501 (c) (3) corporations, or other governmental entities have contributed significantly to the development or maintenance of a particular park or to the County's park system in general. In these situations, the Galveston County Commissioners' Court is authorized to determine whether the benefits derived by the County through the years outweigh revenues that would otherwise be collected for a permit. If such a determination is made, the Galveston County Commissioners' Court may consider waiving a permit fee on an annual basis.

5.1 .2 Criteria for Requesting Waiver of a Permit Fee. The criteria for requesting such a waiver are:

i) Submit a written request to the Parks Department at a minimum of 90 days before the event;

ii) Describe the level of significant contributions the organization or agency has provided the park, senior services and/or beach facilities in the past year;

iii) Submit financial plans on the upcoming event;

iv) Submit background information regarding the organization or agency; and
v) Provide proof of tax-exempt status or 501 (c) (3) non-profit status.
Once all criteria are met, the Parks Department will submit the item onto the Commissioners' Court agenda. Commissioners' Court will either approve or deny the request. A member of the organization requesting the waiver of a permit fee must be present at the Commissioners' Court meeting.

5.1.3 Exception for County Departments. Site Reservation fees may, at the option of the Director, be waived for Departments of the County upon request of the Department's Elected or Appointed Official or Department Head. But, other requirements such as security and insurance will be enforced depending upon the size and scope of the event.

5.2 Fees for Outdoor Facility Permits other than Mass Gatherings and Rodeo Arena. Fees for these permits are based on the number of people projected to be attending **the event** determined by the Director. **Depending on the Site, facilities may include picnic shelters, outdoor pavilions, and other amenities.**

Attendance	Fees	Fees	Deposit
	Individual/Tax Exempt	**Commercial/For Profit**	
Birthday parties with 100 persons or less in attendance.	$70	$140	$35
101-300 persons	$145	$230	$75
301-500 persons	$345	$700	$200
501-2,000 persons	$575	$1,150	$1,200
2,001-5,000 persons	$700	$1,400	$1,700
5,001 or more persons	$700	$1,400	$2,700

5.2.1 The **"Preston E. Poole Therapeutic Garden"** is **designated as a "Special Use" Outdoor Facility** and its use will be restricted to the following events and attendance parameters for the useful life of this structure within Carbide Park.

Attendance	Fees	Fees	Deposit
	Individual/Tax Exempt	**Commercial/For Profit**	
Less than 100 Persons: Weddings, Receptions, etc.	$200	$350	$200

5.2.2 Outdoor facility permit fees charged are per day for each outdoor event. The per day charge provides **"Exclusive Use Rights"** for the outdoor facility reserved by the permittee and restricts the reserving of an open air outdoor pavilion to one reservation in the same park for the same location within the particular park where the pavilion is reserved for exclusive day use.

5.2.3 After normal hours of operation, from 10pm-8am and on County holidays (see section 2.14) **an overtime rate of $25.00 per hour** will be charged for continued use of the facilities.

5.2.4 Private Functions involving 100 or fewer persons are not required to make a reservation and may use a Site on a first-come, first-served basis. But, since priority will be given to Permitted events, the obtaining of a Permit is advisable to ensure use of the Site desired.

5.2.5 **Multi-year fee schedules may be negotiated between the Department and groups that have sponsored an annual event for at least the past five years.**

5.2.6 If an Event includes a **carnival or circus**, in addition to the normal security deposit, Set Up/Breakdown, Clean-Up fee, and user fees an additional **$1,500 deposit** will be required.

5.3 **Fees for Mass Gatherings.** Fees for these Permits are based on the number of people projected to be attending determined by the Director. No amenities will be provided by the Department before, during or after the Event.

Number in Attendance	User Fee (Per Day)	Deposit
201-300 persons	$600	$500
301-400 persons	$800	$700
401-500 persons	$1,000	$900
501 or more persons	$1,200	$1,100

5.4 **Fort Travis Cabanas and Camping Fees**

5.4.1. **Cabanas, $40 per night** (Park staff accepts Cash, Personal Checks, Money Orders or Cashier's Check).
5.4.1(a) The Permit Office will handle all Cabana reservations request Monday through Thursday of each work week between 8:00 a.m. and 5:00 p.m. Cabana Rental Reservation requests handled through the Permit Office will only be for rental dates 14 calendar days from the date of the cabana rental reservation request made through the Permit Office. The applicant for a Cabana Rental Reservation will pay the full cabana rental user fee assessed 7 calendar days prior to the reserved cabana rental date. If the total cabana rental user fee is not paid 7 calendar days prior to the reserved cabana rental date for the cabana rental reservation request handled through the Permit Office, then the Permittee forfeits the right to reserve the cabana unit on the requested reservation date. No Cabana reservations request will be accepted at the onsite park office between Monday and Thursday of each week between 8:00 a.m. and 5:00 p.m. Weekend reservation requests will be directed to the Ft. Travis on-site park office by the Permit Office staff (i.e., Permit Coordinator and Administrative Support Staff) between Friday at 8:00 a.m. and Monday morning at 8:00 a.m. for Ft. Travis Park patrons on a first-come, first-serve basis.

5.4.2. **Campsites, $30 per night** (Park staff only accepts Cash, Personal Checks, Money Orders or Cashier's Check).
5.4.2(a) All Campsites are reserved on-site at the Ft. Travis Seashore Park location.

5.5 **Commercial Photography Fees**

5.5.1. **$100 per hour** plus expenses at locations as approved by staff.

5.5.2. If the production involves inconvenience to the public, vehicle use in Sites, closing a site or large amounts of equipment, additional fees determined by the Department to be reasonable will be assessed and a special Site Reservation Fee schedule will be assessed. Details must be approved by the Department not less than 15 calendar days in advance of the planned photography event date.

5.6 **Boat ramps and/or their parking lots will not be permitted under "Exclusive Use Rights", except for special circumstances with prior approval by the Director.**

5.7 Community/Recreation Building Fees

5.7.1 Building Room Capacity 300

Walter Hall Pavilion (bottom floor), or the Wayne Johnson Community Center (main room):

	Individual/Tax Exempt	Commercial/For Profit
User fee--first three hours	$255	$370
User fee—each additional hour	$50	$60
Set-Up/Break Down	$250	$250
Deposit	$400	$400

5.7.2 Building Room Capacity 75-125

Runge Community Center, Dickinson Community Center, Pioneer House, or Bacliff Community Center, or one-half of the main room of the Wayne W. Johnson Community Center:

	Individual/Tax Exempt	Commercial/For Profit
User fee--first three hours	$70	$120
User fee--each additional hour	$30	$40
Set-Up/Break Down (Optional)	$250	$250
Deposit	$250	$250

5.7.3 Building Room Capacity 25-50

Walter Hall Pavilion upstairs room or one-fourth of the main room of the Wayne W. Johnson Community Center.

	Individual/Tax Exempt	Commercial/For Profit
User fee--first three hours	$50	$75
User fee--each additional hour	$30	$40
Set-Up/Break Down (Optional)	$250	$250
Deposit	$50	$50

5.7.4 A flat fee of $100 for portable stage will be charged for use at the Wayne W. Johnson Community Center.

A flat fee of $50 for a PA system and $10 for a podium will be charged at any facility where a PA system or podium is available.

5.7.5 We are unable to refund for non-usage of additional rental items (stage, podium, PA) unless they were deemed unavailable to rent by Galveston County Parks & Senior Services.

COVERED RODEO ARENA:

5.8 **Eddie Moore Arena at Jack Brooks Fair and Rodeo Grounds**

5.8.1 The Arena may be reserved under "Exclusive Use Rights".

5.8.2 Groups or individuals wishing to use the Arena and Grounds must schedule their use of the Arena and Grounds with the Galveston County Fair and Rodeo Association considering the Fair and Rodeo Associations "Exclusive Use Rights" for the five week period beginning two weeks preceding the Annual Fair and Rodeo including the two weeks of the event and one week following the event, six other scheduled events (3 day maximum per event) on dates agreed to by both parties (County Department of Parks & Senior Services) and the Fair and Rodeo Association and Thursday evenings beginning at 5:00 p.m. during the months of June and July as approved under Section F of the second amendment to the interlocal agreement by inclusion of Article VIII-B "Use of Improvements Within Rodeo Arena Area".

5.8.3 Groups or individuals wishing to use the Concession Stand Facilities during their reserved/permitted events must schedule such use with the Galveston County Fair and Rodeo Association, which has the "Right of First Refusal" for use of the Concession Stand Facilities as granted under Section F of the second amendment to the interlocal agreement by the inclusion of Article VIII-B "Use of Improvements Within Rodeo Arena Area".

5.8.4 Individuals and small, non-commercial groups may use the Arena for practice riding on a first-come, first-served basis, if the Facility has not already been reserved by another group under "Exclusive Use Rights".

5.8.5 The Arena will not be available for rental during the following times:
- The two weeks preceding the annual Galveston County Fair and Rodeo;
- The two weeks during the Fair and Rodeo;
- The week following the Fair and Rodeo;
- From 5 p.m. until closing on Thursday nights in June and July of each year;
- Closed Wednesday and Thursday each week in June and July;

- An additional six designated three-day periods each year. These six designated three-day periods for each year will he determined by March 1st of each year.

5.8.6 No rodeos may be scheduled at any Facility in Jack Brooks Park within the 60-day period preceding the beginning of the Galveston County Fair and Rodeo each year.

5.8.7 Site Reservation Fees will be assessed based on the type of event.

5.8.8 The Arena's operating hours are 7:30 a.m. to 11 p.m. Monday through Friday.

5.8.9 The Arena may be reserved under "Exclusive Use Rights" for one or more of the following types of events:
- Concerts
- Cook-offs
- Barrel racing
- Calf roping
- Team roping
- Steer wrestling
- Bull riding
- Horse shows
- 4-H shows
- Dog shows
- Circus

5.8.10 Other events, which will be considered on a case-by-case basis.

5.8.11 The Arena may also be reserved for Rodeos that are designed to contain a combination of at least two of the following events: Exception: "No Mechanical Bull Rides" may be used during a reserved Rodeo event due to the increased risk of injury to public participants attending the county permitted Public Rodeo Event.

- Barrel racing
- Calf roping
- Team roping
- Steer roping
- Steer wrestling
- Saddle bronco riding
- Bareback riding
- Bull riding

5.8.12 The Arena may not be permitted for any one of the following events unless they are part of an official Rodeo:

- Steer roping
- Saddle bronco riding
- Bareback riding
- Bull riding
- Mechanical Bull riding (Even if part of an official Rodeo Permitted Event)

5.8.13 Additional third party liability insurance coverage in the **minimum amount of $1 million is required for all rodeos, horse shows, 4-H shows, barrel racing, calf roping, team roping, steer wrestling, bull riding, or any other event involving livestock.**

5.8.14 Permit Holders are required to furnish the Department proof (certificate of insurance) of insurance coverage insuring the contestants against bodily injury.

5.8.15 **The following Site Reservation Fees, clean-up deposit, and damage deposit will apply. Site Reservation Fees are on a day rate basis at the Eddie Moore Arena at Jack Brooks Fair and Rodeo Grounds.**

Type of Event	User Fees per Day	Clean-Up Deposit	Damage Deposit
Concerts/Circus	$1,200	$1,200	$600
Cook-offs	$600	$600	$600
Rodeos	$450	$1,200	$600
Barrel racing Horse shows Calf roping Team roping Steer wrestling Bull riding	$350	$400	$400
Dog shows	$200	$300	$300

5.8.16 In addition to the above fees and deposits, concerts and cook-offs will be assessed a **$30 per hour electrical usage fee.** Other events held outside normal arena operating hours will be assessed a **$30 per hour fee during non-regular hours.**

5.9 **OPEN AIR RODEO ARENAS:**

5.9.1 (The following Site Reservation Fees, clean-up deposit, and damage deposit will apply. Site Reservation Fees are on a day rate basis at the Jack Brooks Park "Open Air" Arena, Runge Park "Open Air Arena" and Runge Park "Covered Arena").

Type of Event	User Fees per Day	Clean-Up Deposit	Damage Deposit
Concerts	$500	$500	$250
Cook-offs	$350	$250	$250
Rodeos	$200	$500	$250
Barrel racing Horse shows Calf roping Team roping Steer wrestling	$125	$250	$250
Dog shows	$75	$200	$200

Definitions for Addendum One of
Facility Permitting
Galveston County Department of Parks and Senior Services
(Rodeo event definitions are based on Professional Rodeo Cowboy Association specifications).

Bareback riding: a rodeo event in which the rider begins with his feet placed above the horse's shoulder. Bareback riding is an eight-second ride during which time the rider must grasp the leather and rawhide rigging with one hand only. He is not allowed to touch the animal, himself, or any of his equipment with his free hand during the ride.

Barrel racing: a timed event, either as part of a rodeo or separate, in which a contestant enters a rodeo at full speed on a sprinting American Quarter Horse and rides a cloverleaf pattern around three barrels in the arena before sprinting back out of the arena.

Bull riding: a rodeo event in which a rider, holding a rigging with only one hand, attempts to stay on a bucking bull for eight seconds. Judging includes good body position, including use of the free arm. Spurring action is not required, but will add to a rider's score. The rider is not allowed to touch the animal, himself, or any of his equipment during the ride.

Calf roping: an event, either as part of a rodeo or separate, in which a calf is given a head start into the arena, with horse and rider giving chase. The contestant ropes the calf, dismounts the horse, catches and flanks the calf, tying three of the calf's legs together with a pigging string he has carried in his teeth. The calf must be standing before the flanking and tying occur. Upon completing the tie, the rider throws his hands into the air, remounts his horse, and allows the rope to go slack. If the calf kicks free within six seconds, the run is invalidated.

Concert: an event at which live, amplified music is performed, whether by solo performers or musical groups, with acoustic, electrical, or recorded accompaniment, or no accompaniment, and whether sponsored by a commercial or non-profit organization or entity.

Cook-off: a judged event at which teams compete against one another to win awards and/or points for cooking specified food items.

Dog show: a competitive event during which dogs are judged on appearance, response to commands, and sometimes athletic prowess to win awards and points for other competitions.

Horse show: any of several equestrian events that could include, but are not limited to Western pleasure, English riding, side-saddle shows or competitions, walking horse exhibitions, dressage, steeple chase, or other jumping events.

Rodeo: a performance featuring such events as calf roping, barrel racing, bull riding, steer roping, and other events.

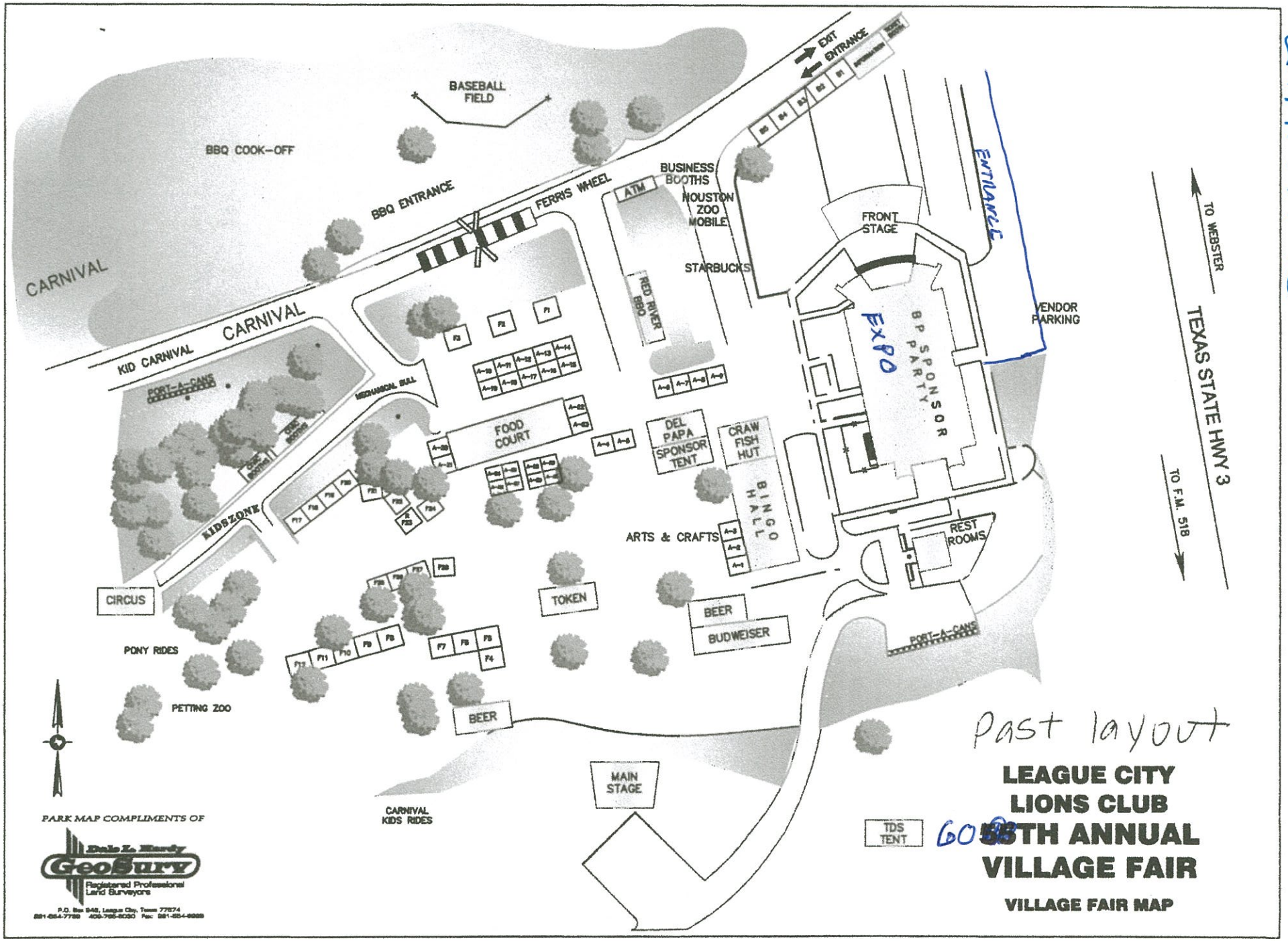
Saddle bronco riding: a rodeo event in which the rider begins with his feet over the bronc's (bucking horse's) shoulders to give the horse an advantage. Spurring action synchronized with the bronc's bucking, the rider's control, the length of his spurring stroke, and how hard the horse bucks are all judged. The rider may not touch the horse, himself, or any of his equipment with his free hand during the ride. Disqualification also results if either of the rider's feet slips out of its stirrups, if he drops the bronc rein, or if he does not have his feet in the proper position at the beginning of the ride.

Steer roping: a rodeo event, in which the rider lassos a steer around its horns, tosses the slack rope over the steer's right hip and rides to the left, bringing the steer to the ground. When the steer is lying on its side and the rope is taut, the rider dismounts and ties any three of the steer's legs. The steer must remain tied for six seconds after the tie is complete.

Steer wrestling: also known as bulldogging, this is a rodeo event in which the wrestler on horseback starts from behind a barrier, beginning chase after the steer has been given a head start. The bulldogger is assisted by a "hazer", who keeps the steer running in a straight line. When the bulldogger's horse pulls even with the steer, he eases down the right side of the horse, grasps the steer's horns, and digs his heels (the bulldogger's heels, not the steers) into the dirt. The bulldogger turns the steer, lifting up on its right horn and pushing down with his left hand to tip the steer over. He must either bring the steer to a stop or change the direction of its body before the throw or be disqualified. The clock stops when the steer is on its side with all four lets pointing the same direction.

Team roping: an event, either as part of a rodeo or separate, in which a rider (header) charges out of the box on horseback, chases down a fast-racing steer, and ropes him around the neck or executes a horn neck catch. The "header" turns the steer to the left and his teammate, the "heeler", attempts to rope the steer's hind legs. When the steer is secured, the riders face each other on horseback on opposite sides of the steer with no slack in the rope.

Exhibit B



Past layout

LEAGUE CITY LIONS CLUB

60 55TH ANNUAL VILLAGE FAIR

VILLAGE FAIR MAP

B

COOKOFF LAYOUT SPOTS

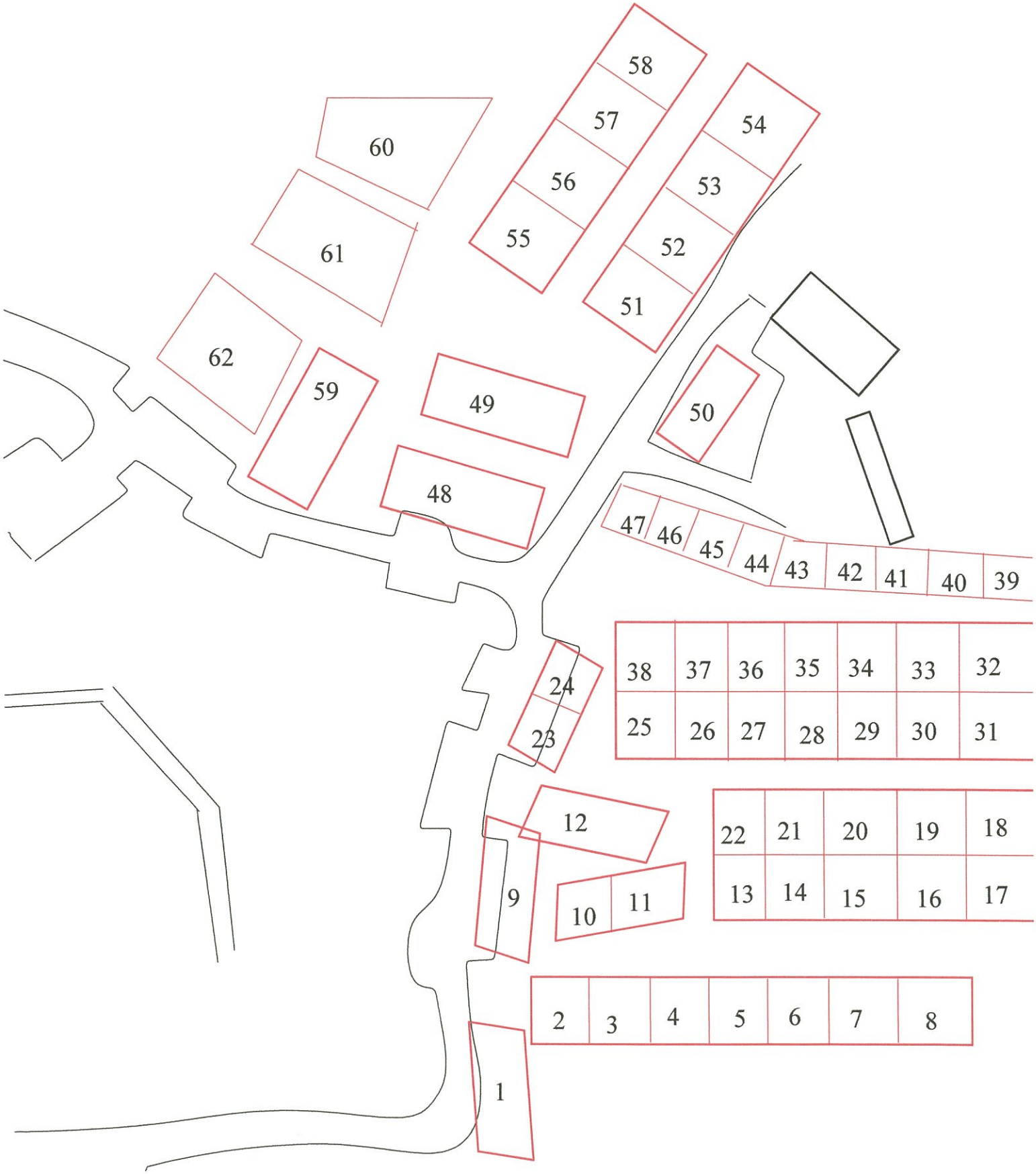


Exhibit C

Galveston County Parks & Senior Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Hours: Monday-Friday; 8am-5pm
www.galvestonparks-seniors.org

SPECIAL EVENT PERMIT APPLICATION

FIRST TIME EVENTS: It is recommended to schedule a meeting with the Programs Manager to discuss the application in detail for first time special event applicants. Please call (409) 934-8126 to make arrangements.

Set-Up Date: 5-5-14 Start time: _____ End Time: _____

Event Date(s): 5-8-14 thru - 5-11-14 Start time: _____ End Time: _____

*Event Date(s): _____ Start time: _____ End Time: _____
(Two-day event) / add additional line for 3+ day event

Break-down Date: 5-12-14 Start time: _____ End Time: _____
Reservations can only be made 12 months in advance.

Park Requested: Walter Hall Park

*Facility/Facilities Requested: Entire Park

*including but not limited to: pavilions, gazebos, sports fields, cabanas, bunkers, restrooms, etc.

Type of event:
- ✓ Fair/Festival
- ___ Circus/Carnival
- ___ Wedding
- ___ Concert
- ___ Other: _____
- ___ Parade
- ___ Company Picnic
- ✓ Race/Fun Run
- ___ Demonstration/Rally
- ___ Event exceeds facility capacity
- ___ Amusement request

*Estimated # attending event: 10,000 (include vendors, staff, volunteers and participants)

Descriptive summary of the event (attach additional sheets if necessary):

carnival, vendor booths, business expo
cookoff fun run.

Name of Applicant: League City Lions Club (Photo ID req. / age 21+)

Company Name (if applicable): _____

Individual/Tax-Exempt For-Profit or Commercial: _____
(attach 501©3 certificate)

Mailing address: P.O. BOX 982

City: League City State: TX Zip: 77574

Email address: mrvillagefair@gmail.com

Cell Phone (281) 850 0753 Other Phone ( ) _____

Event Day Contact Name: Greg Griffin Phone (281) 850 0753

Galveston County Parks & Senior Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Hours: Monday-Friday; 8am-5pm
www.galvestonparks-seniors.org

SPECIAL EVENT PERMIT APPLICATION - PAGE 2

Is the event being sponsored, co-sponsored or supported by another organization or group? If yes, attach a list of supporting organization(s) and describe their role. ____ YES ✓ NO

Will admission or registration fees be charged? ✓ YES ____ NO
If yes, attach a list of proposed fees and their purpose.

How will the event be promoted? ✓ TV Ads ✓ Newspaper Ads ✓ Radio ✓ Flyers/posters ✓ Billboards ✓ Internet ____ Other: ____

Event website: www.LCVillagefair.com

REQUIRED ATTACHMENTS - Use the blank space as a check list before submitting your application to the Programs Manager.

✓ **Event Location Layout** - Please list the proposed event location and attach a map of the proposed logistical layout for your event.

✓ **Event Parking -** What parking arrangements have been made for your event? If you are using alternate parking lots, an approval letter from the property owner must accompany this application.

Event Set-Up Parking Area: All -

Event Participant Parking Area (vendors, staff, volunteers, media): ____

Event Attendees: ____

Grass Parking - If you are requesting to utilize a grass parking area, what will you do in the event of inclement weather?

____ **Event Size:** ____ # of Participants ____ # of Staff/Volunteers

____ # of Spectators 10,000 **Total Number of Attendees**

____ **Event History:** Is this a first time event? ____ YES ✓ NO

Is this an Annual Event? ✓ YES ____ NO

How many years in existence? 60 YEARS

Previous Name(s) of Event: ____

If your previous year's application is on file, are there any changes from the previous year? List: ____

Galveston County Parks & Senior Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Hours: Monday-Friday; 8am-5pm
www.galvestonparks-seniors.org

SPECIAL EVENT PERMIT APPLICATION - PAGE 3

REQUIRED ATTACHMENTS - Continued

_____ **Activities and Entertainment** - Please attach a list of scheduled activities and entertainment with times (i.e. bands, contests, arts & crafts show, cook-off, performers, etc.).

✓ **Structures** - Please check all structural elements that apply.

✓ Tent(s) ✓ Booth(s) _____ Table(s) _____ Chair(s) ✓ Stage(s)

✓ Fencing ✓ Light Tower(s) ✓ Generator(s) ✓ RV(s)

_____ Other(s), please list:_____

✓ **Utilities**

Will you need electricity? ✓ YES _____ NO (see page 9, item #13)

Electricity for: Vendor booths, Lights

Will you need access to water? ✓ YES _____ NO

Water for: Vendors

✓ ***Portable Toilets:** Indicate the number of portable toilets you will have at your event. The closure of free-standing park restrooms may be required depending on the # of participants expected. Minimum of (1) per one hundred (100) participants is required.

28 # of Regular 2 # of ADA

When will they been delivered? Week of the Event

*For multi-day events, servicing of port-a-lets is required!

✓ ***Event Clean-Up/Trash:**

Who is responsible for the event clean-up? Boy Scouts. Volunteers paid worked

Contact Phone Number: 281 850 0753

Will your event have a dumpster? ✓ YES _____ NO

What size? Roll offs When will it be delivered? Week of the Event

Recycling: Do you have a plan for recycling for the event? If so, please describe: Yes - Boy Scouts will pick-up plyminum cans -

*Galveston County Parks & Senior Services may be able to donate a limited number of trash can liners and extra toilet paper to the event, depending on available supplies. ***Please note that events held within the city limits of League City must use Republic Services (Walter Hall Park & Elva Lobit Park).**

Galveston County Parks & Senior Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Hours: Monday-Friday; 8am-5pm
www.galvestonparks-seniors.org

SPECIAL EVENT PERMIT APPLICATION - PAGE 4

REQUIRED ATTACHMENTS - Continued

✓ **Food/Beverages:** Please indicate all food/beverage elements that apply:

✓ Sale of food/beverages _____ Distribution of food/beverages

A Health Permit is required for each vendor selling or distributing food/beverages.

✓ Sale of Alcoholic beverages _____ Distribution of Alcoholic beverages

You must obtain a TABC Permit for the sale/distribution of alcoholic beverages and will need permission from the Galveston County Parks & Senior Services Division to obtain your permit, if required.

Please state your plan(s) to keep others from bringing alcoholic beverages into your event and to keep patrons from taking alcoholic beverages out of the event.

Security will ensure no alcholic beverages will be brought in or taken out of the event

✓ **First Aid Plan:** Will you have a first aid station on-site? ✓ YES _____ NO

What are your plans for a minor/major emergency? 911 will be called for major emergencies / An Ambulance will be on site for minor emers.

Does your event layout provide for emergency vehicle access? ✓ YES _____ NO

✓ **General Liability Insurance Requirements:** Third party general liability insurance is required in the amounts set forth below. The Certificate Holder is: The County of Galveston, 722 Moody (21st Street), Galveston, TX 77550

Limits of Coverage:

Each Occurrence	$1,000,000.00	Bodily Injury	$1,000,000.00
Property Damage	$1,000,000.00	Personal Injury	$1,000,000.00
Medical Expenses	$5,000.00	General Aggregate	$2,000,000.00
*Alcohol	$1,000,000.00		

*If alcoholic beverages are sold, served, or allowed to be consumed during the event, the insurance certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the event.

Additional Insured Required:

-The County of Galveston, the Galveston County Parks & Senior Services Department and the Galveston County Commissioners' Court must be named as additionally insured on the policy/ certificate of insurance.

-Proof of insurance must be provided at least five (5) business days before the beginning of the event, or the event will be cancelled. The Director of the Parks & Senior Services Department reserves the right to require other types of insurance coverage in other instances if circumstances warrant.

-The insurance certificate must be signed (a stamped signature will suffice).

Galveston County Parks & Senior Services
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SPECIAL EVENT PERMIT APPLICATION - PAGE 5

REQUIRED ATTACHMENTS - Continued

✓ **Security:** Who is providing the security for the event?:

City of League City Police -

The applicant is responsible for adequate security for the permitted event, including crowd control, emergency response access and safeguarding the applicant and park property.

Galveston County Parks & Senior Services requires that: Uniformed "Texas Commission Law Enforcement Officers Standards and Education" (TCLEOSE certified Peace Officers, with the exception of reserve Peace Officers, employed by Law Enforcement agencies located within Galveston County are required for any Public, Special or Private events at which alcohol is present, or any Mass Gathering or any Public, Special or Private Event with an estimated attendance of 50 or more (including vendors, staff, volunteers, etc.). Such Peace Officers must also be present at any Event in which, in the opinion of the Director, the anticipated attendance or the planned activity may affect public health or safety. Requirements are listed below. The minimum number of Peace Officers required is two for the first 100 people in attendance; of the two, one of the required Peace Officers must be a TCLECOSE Certified Galveston County Sheriff's Deputy or a Galveston County Constable. If an Event exceeds the attendance as defined below, one additional Officer for each additional 100 people in attendance is required. The Park Patrol Security Supervisor may require additional peace officers, if in their opinion, it appears such additional officers are warranted and can do so at a minimum of up to 24 hours in advance of the Event. Security is paid when the event begins (not during set-up) until the last event attendee leaves the facility. If officers arrive and the event has already begun, payment for each officer will be due according to the hours of the permit (retroactive).

It is the Applicant's responsibility to make arrangements for Security by contacting the Park Patrol Security Supervisor, during normal business hours (M-F; 8am-5pm) at either (409) 934-8122 or via cell phone at (409) 771-5855. Arrangements for Security under normal circumstances should be made 30 calendar days in advance.

NO ALCOHOL AT THE EVENT	EVENTS WITH ALCOHOL
1-50 = No Officer	1-99 = 2 Officers
51-99 = 1 Officer	100-199 = 3 Officers
100-199 = 2 Officers	200-299 = 4 Officers
200-299 = 3 Officers	300-399 = 5 Officers

G.G. Initial - **Event Notification:** The applicant understands that they may be required to serve notices to residents and/or businesses in the area where the event will be held and furnish proof to the Department (initial on line).

✓ **Street/Lane Closures:** Are you requesting any street/lane closures? ✓ YES ____ NO

Please list any street/lane closures you are requesting and attach a map:

Work with TXDOT & City of League City Police Dept to close one lane of on Hwy 3.

Special Event Permit Fees: Fees for these permits are based on the number of people projected to be attending the event. Depending on the site, parks may include outdoor picnic shelters, outdoor pavilions and other outdoor amenities. Special Event Applications must be submitted at least 90 calendar days in advance of the event date and are made on a first-come, first serve basis.

OUTDOOR (PARKS AND AMENITIES) - PARK USER FEES AND DEPOSITS
Parks Open 7:30am-10pm daily

Attendance	User Fees	User Fees	Deposit
	Individual/Tax-Exempt	Commercial/For Profit	
Events with 100 persons or less in attendance	$70	$140	$35
101-300 persons	$145	$230	$75
301-500 persons	$345	$700	$200
501-2,000 persons	$575	$1,150	$1,200
2,001-5,000 persons	$700	$1,400	$1,700
5,001 or more persons	$700	$1,400	$2,700

INDOOR - FACILITY USER FEES AND DEPOSITS / Facilities Open 8am-10pm

Center and Capacity	User Fees	User Fees	Deposit
	Individual/Tax-Exempt	Commercial/For Profit	
Walter Hall Pavilion Bottom Floor (300)	$255 first three hours $50 for each additional hr.	$370 first three hours $60 for each additional hr.	$400
Wayne Johnson Community Center (300)	$255 first three hours $50 for each additional hr.	$370 first three hours $60 for each additional hr.	$400
Bacliff Community Center (100)	$70 first three hours $30 for each additional hr.	$120 first three hours $40 for each additional hr.	$250
Dickinson Community Center (100)	$70 first three hours $30 for each additional hr.	$120 first three hours $40 for each additional hr.	$250
Runge Community Center (100)	$70 first three hours $30 for each additional hr.	$120 first three hours $40 for each additional hr.	$250
Pioneer House (75)	$70 first three hours $30 for each additional hr.	$120 first three hours $40 for each additional hr.	$250
Walter Hall Pavilion Top Floor (25)	$50 first three hours $30 for each additional hr.	$75 first three hours $40 for each additional hr.	$50

ADDITIONAL FEES, IF APPLICABLE	
Set-Up/Break-Down	$250.00
Overtime Hours:10pm-8am & County Holidays	Additional hour fee $25.00 per hour
Stage - Wayne Johnson CC Only	$100.00
PA System	$50.00
Podium	$10.00

INDOOR FACILITY INVENTORY—updated 11/26/13

Center	Tables	Chairs	Stage	PA System	Podium
Walter Hall Downstairs	27 - 72" round 9 - 8' rec 2 - 6' rec	Metal - 240 Plastic - 55	Built into facility	YES - small portable	YES
Wayne Johnson	24 - round 6 - 7' rec 8 - 8' rec	250	9 - 8' x 6' sections w/ ramp & stairs	YES - Built in sound	YES
Bacliff	2 - 4' rec 1 - 6' rec 9 - 8' rec	40	NO	NO	NO
Dickinson	15 - round (60") 2 - 4' rec 2 - 6' rec 2 - 8' rec	90	NO	YES - small portable	YES
Pioneer House	10 - 6' rec	50	NO	NO	YES
Runge	13 - 8' rec 3 - 4' rec	130	NO	YES - small portable	NO
Walter Hall Upstairs	6 - 8' rec	Metal - 10 Plastic - 5	NO	YES, if available	YES, if available

INDOOR FACILITIES

Bacliff Community Center
4503 11th Street, Bacliff, TX 77518

Dickinson Community Center
2714 Highway 3, Dickinson, TX 77539

Runge Community Center
4605 Peck Avenue, Santa Fe, TX 77510

Pioneer House
4106 Main Street, La Marque, TX 77568

Walter Hall Pavilion
807 SH 3-North, League City, TX 77573

Wayne Johnson Community Center
4102 Main Street, La Marque, TX 77568

PARK HOURS ARE 7:30AM - 10:00PM, DAILY

Bayshore Park, 5437 East FM 646, Bacliff

Carbide Park, 4102 Main Street, La Marque

Elva Lobit Park, 1901 East FM 646, League City

Gregory Park, SH 87, Crystal Beach

Jack Brooks Park, 5700 FM 2004, Hitchcock

Noble Carl Park, 1760 SH 87, Crystal Beach

Paul Hopkins Park, 1000 A FM 517, Dickinson

Runge Park, 4605 Peck Avenue, Santa Fe

Walter Hall Park, 807 SH 3 North, League City

Galveston County Parks & Senior Services
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www.galvestonparks-seniors.org

SPECIAL EVENT APPLICATION - CONTRACT - PAGE 8

SPECIAL EVENT CONTRACT: The undersigned applies for a special event permit and agrees to the regulations listed below as established by the Galveston County Department of Parks and Senior Services.

1. Please have your Permit in possession during your use of the permitted facility.

2. The layout approved for this event denotes the permitted activities and must be followed in the staging and placement of parking, concession stands, booths, inflatables and amusements, trash receptacles, portable restrooms, performance staging and other support amenities. Any deviation from the approved layout, except in the instance of minor on-site adjustments must receive permission from the Parks Operations Manager or their representative.

3. No vehicles may be driven upon or parked on turf areas or sidewalks unless approved in the layout.

4. Cancellations: If applicant wishes to cancel the event, the notification must be given in writing at least 30-calendar in advance. Failure to comply with these deadlines will result in the forfeiture of user fees.

5. Concession Stands, exhibit booths, tents, awnings, and/or similar support structures may not be attached to, set against, or situated so as to damage any wall, column, tree, post, light standard or any other park amenity.

6. Deposits: The Permit Holder must leave the facility in good or better condition that existed before the event. Following the conclusion of the event all or part of the deposit may be refunded, depending upon the condition in which the facility are left. If the facility is damaged or not thoroughly cleaned, the Permit holder agrees, as a condition of the issuance of the Permit to pay such additional charges as are assessed by the Department. Permit Holders are responsible for damage to any furniture, equipment, and building along with the surrounding grounds. Deposits must be made by check or money order and will be made available for pick-up within 10 business days at the Permit Office by the Permit Holder or designee, or the deposit check can be requested to be destroyed/shredded. Please call the Permit Office in advance of your arrival so that we can prepare your check for pick-up. Deposit checks are not available to be mailed. Should a deposit or portion of a deposit need to be retained and a deposit check was issued more than six months ago, a new deposit check will be required for payment.

7. Trash: Applicant agrees to pick up trash and litter during and after all events. Events are required to remove bags of trash from the Site the same day as the event. Failure to remove trash/litter may result in forfeiture of all or part of the Applicant's deposit. In addition, the Applicant may be responsible for other costs incurred by the Department for the removal of trash/litter from the site.

8. Recognized Holidays & Other Unavailable Dates: Indoor facilities cannot be permitted on County holidays. County holidays are: New Years Day, Good Friday, Easter Sunday, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day; the facility may not be available the Friday prior or Monday after the holiday in accordance with the County's Holiday schedule. County Holidays are subject to change. Martin Luther King, Jr. Day, Memorial Day, July 4th and Labor Day will be available to permit subject to staff availability and with an additional overtime rate of $25.00 per hour.

Galveston County Parks & Senior Services
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SPECIAL EVENT APPLICATION - CONTRACT - Page 9

9. No banners, flags, temporary signs, or similar visual effects may be attached to lights, sign posts, trees or secured by stapling, taping, nailing, or other means that may cause damage to park structures or amenities. Rice, birdseed, confetti, silly string, pinatas and glitter are not allowed.

10. Permits that extend beyond park hours are subject to an overtime fee.

11. No glass containers are allowed.

12. Alcohol restrictions: The only types of alcohol that may be consumed in County park facilities are wine and beer; liquor is prohibited.

13. All electrical connections and hook-ups installed by the applicant must meet appropriate safety and city or county code requirements. Special event permits are issued for the use of existing electrical systems and outlets only. If the existing electrical system does not meet the event's needs, then the applicant must contract this service with a firm/individual who has a Master Electrician/Electrical Contractor License issued by the City within the park/facility boundaries fall. Such contractor will be responsible for obtaining the necessary permit(s), as well as installation and removal of any temporary power source per article 305 of the National Electrical Code and any city or county codes that pertain. Total amperage required by the applicant may not exceed safe capacity of existing park service. A copy of the electrical permit must be provided before any temporary electrical connection is made (see page 3).

14. Existing faucets or hose bibs may be used for water connections, but no temporary connections or modifications to the park's water supply may be made without prior approval.

15. Adherence to the date and time allotments of this application/permit are mandatory, and is inclusive of set-up, strike and clean-up.

16. Please note that should the County need to utilize the park for any reason, Applicant will be given notice at the earliest opportunity and User Fees will be refunded.

17. Failure to abide by any of these General Conditions will automatically revoke the Permit and cancel the Reservation. All policies and fees in this application are subject to change.

18. Permit holder is responsible for obtaining any noise/sound or additional permits are required by the City that the event is held in.

I will abide by the signed contract and have notified the Parks Department of any plans and conditions that may affect the fees charged on this application/permit. All other costs associated with or necessitated by the conduct of this event shall be borne by the applicant.

Darryl Krogman President — 2/6/2014

Signature of Applicant — Date

DARRYL M. KROGMAN

Printed Name

Galveston County Parks & Senior Services
4102 Main Street (FM 519), La Marque, TX 77568
www.galvestonparks-seniors.org

SPECIAL EVENT APPLICATION - Page 10

Checklist / Notes:
For Office Staff Only:

Staff Initials:_____ Permit #:_____

Deposit Fee Paid:_____ Method of Payment: Cash MO#_____
Date:_____ Check#_____ CC

User Fee Paid:_____ Method of Payment: Cash MO#_____
Date:_____ Check#_____ CC

Initial Meeting Date:_____ On-Site Meeting Date:_____

Routed to Internal Departments: _____ Parks _____ GCSD _____ GCFR

_____ Permit Office _____ Director

Program Manager Checklist

Layout:_____ Event Parking:_____ Activity Listing:_____ TABC Permit:_____

Insurance:_____ Sound Permit:_____ Security Scheduled:_____

Street Closure Map:_____

GCPD Staff in charge:_____ Cell:_____

_____ Event Notes: Emailed On:_____

Route to Program Manager for signature and final review _____

Program Manager Signature:_____ Date:_____

NOTES/SPECIAL REQUESTS:

01-339 (Back)
(Rev 4-13/8)

Texas Sales and Use Tax Exemption Certification

This certificate does not require a number to be valid.

Name of purchaser, firm or agency: League City Lions Club, Inc	
Address (Street & number, P.O. Box or Route number): PO Box 982	Phone (Area code and number):
City, State, ZIP code: League City TX 77574	

I, the purchaser named above, claim an exemption from payment of sales and use taxes (for the purchase of taxable items described below or on the attached order or invoice) from:

Seller: _____

Street address: _____ City, State, ZIP code: _____

Description of items to be purchased or on the attached order or invoice:

Purchaser claims this exemption for the following reason:
501(c)(4) Corporation

I understand that I will be liable for payment of all state and local sales or use taxes which may become due for failure to comply with the provisions of the Tax Code and/or all applicable law.

I understand that it is a criminal offense to give an exemption certificate to the seller for taxable items that I know, at the time of purchase, will be used in a manner other than that expressed in this certificate, and depending on the amount of tax evaded, the offense may range from a Class C misdemeanor to a felony of the second degree.

sign here ▶ Purchaser: [signature]	Title: Treasurer	Date: 4/17/13

NOTE: This certificate cannot be issued for the purchase, lease, or rental of a motor vehicle.
THIS CERTIFICATE DOES NOT REQUIRE A NUMBER TO BE VALID.
Sales and Use Tax "Exemption Numbers" or "Tax Exempt" Numbers do not exist.

This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.

01-339 (Back)
(Rev 4-13/8)

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This certificate should be furnished to the supplier.
Do not send the completed certificate to the Comptroller of Public Accounts.

AGENDA ITEM #18.

AGREEMENT FOR USE OF FACILITIES

This Facility Use Agreement (Agreement) is for the use of the Gregory Park Outdoor Pavilion and grounds and is entered into by and between the County of Galveston, Texas (County), and the Bolivar Peninsula Chamber of Commerce (Contractor), each of whom is a Party hereto and who are collectively referred to herein as the Parties.

1. Purpose

1.1 This Agreement grants exclusive use rights of all of Gregory Park Outdoor Pavilion and grounds (collectively, Gregory Park) to Contractor for holding the 29th Annual Texas Crab Festival, which is also sometimes referred to as the Bolivar Crab Festival, (Crab Festival) on May 9-11, 2014 and grants usage on days preceding and following the Crab Festival for set-up and break-down.

2. Term

2.1 This Agreement shall be effective upon full execution on the date of the last Party executing hereto and shall remain continuously in effect thereafter for a period of one year.

3. Usage

3.1 Exclusive Use on Days of Crab Festival. This Agreement governs Contractor's use of Gregory Park for the Crab Festival, and exclusive use is permitted on the dates of May 9, 2014, May 10, 2014, and May 11, 2014, which are the dates of the Crab Festival itself.

3.2 Non-Exclusive Use for Set-up and Break-down. Use (non-exclusive) of Gregory Park is permitted on the dates of May 5, 6, 7, and 8, 2014 for set-up, and on the dates of May 12, 13, 14, and 15, 2014 for break-down. Contractor further agrees that its break-down (which includes, but is not limited to, removal from Gregory Park) shall be completed by or before the close of May 15, 2014.

4. Conditions

4.1 Contractor acknowledges that it is bound by the Galveston County Parks and Senior Services Department Facility Permit Policy, approved as revised by the Commissioners Court on November 13, 2012 (Facility Permit Policy), and any future amendments or revisions to the Facility Permit Policy that are made during the term of this Agreement. A copy of the Facility Permit Policy is attached hereto as **Exhibit A** and incorporated herein for all purposes.

5. Fees

5.1 The Parties agree to the following fees:

Paid Upon Execution of Agreement	
Security Deposit	$ 2,500.00
Carnival Deposit	$ 1,000.00

Fees Paid on an Annual Basis	
User Fee	$ 1,350.00
Electrical Use Fee	$ 7.50 per Booth
	$ 10.50 per R.V.

Contractor authorizes the County to make withdrawals from deposits to pay for damages resulting from any of Contractor's activities and/or resulting from the Crab Festival. These withdrawals may be made immediately following assessment of damages. Contractor acknowledges that it will replace any withdrawals from deposits within 30 days of the withdrawals. Deposits will be maintained at the amounts stated above throughout the term of the Agreement. Upon expiration or early termination of the Agreement and after withdrawals have been made for any and all damages, the County will refund the remaining deposit balances to Contractor. Balances refunded will be without interest.

6. Termination

6.1 Either Party may terminate this Agreement for necessity or convenience. The Party desiring termination for necessity must provide the other Party with at least ten (10) business days prior written notice, if reasonably possible, or as much notice as is reasonably possible based on the type of necessity. The Party desiring termination for convenience must provide the other Party with at least ninety (90) calendar days prior written notice.

7. Communications

7.1 The Parties agree to mail or fax all communications to the following addresses, unless another address or fax number is provided in writing by either Party:

COUNTY:

Director
Galveston County Parks Department
4102 Main Street (FM 519)
La Marque, Texas 77568

CONTRACTOR:

President
Bolivar Peninsula Chamber of Commerce
P.O. Box 1170
Crystal Beach, Texas 77650

Fax: (409) 934-8140 Fax: (___) ___-____

8. Miscellaneous

8.1 **Exhibits A, B,** and **C** are physical affixed to this Agreement, beginning after page 4 of this Agreement. **Exhibit A** consists of the Facility Permit Policy, previously discussed and incorporated herein in Section 4.1 of this Agreement. **Exhibit B** is Contractor's site plan for the Crab Festival and is incorporated herein for all purposes. **Exhibit C** is Contractor's completed application for the Crab Festival and is incorporated herein for all purposes. As such, all three **Exhibits** are a part of this Agreement.

8.2 This Agreement constitutes the entire agreement between the Parties. Any prior agreement, promise, negotiation, or representation not expressly set forth in this Agreement has no force or effect.

8.3 This Agreement may be modified or amended only upon the Parties mutual consent evidenced in writing.

8.4 No waiver by the County of any default in performance by the Contractor in the past will constitute a waiver of any subsequent default.

8.5 Any invalidity of any part of this Agreement will not cause the remaining parts to be invalid.

8.6 This Agreement is governed by the laws of Texas. Venue shall lie exclusively in Galveston County, Texas.

8.7 The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. 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 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 official as required by law, to be effective as of the date specified herein.

Bolivar Peninsula Chamber of Commerce,
By:

Mac McDonald, President

Date Signed: 2-6-2014

County of Galveston, Texas,
By:

Mark Henry, County Judge

Date Signed:

ATTEST:

Dwight D. Sullivan, County Clerk

Galveston County Department of Parks and Senior Services
Facility Permitting Policy

Policy Amended: November 13, 2012
In effect: December 3, 2012

In keeping with our mission, it is our desire that every event scheduled at a county park facility be successful and safe. To facilitate this goal, the Galveston County Commissioners Court adopts the following policies and procedures on behalf of Galveston County. The County's Department of Parks and Senior Services will implement them.

1. Definitions

1.1 Alcoholics Beverages: The only types of alcohol that may be consumed in County Park Facilities are wine, beer, and champagne.

1.2 Amplified Music: Music that is made louder through the use of a piece of equipment for increasing the strength or power-level of electric currents thus increasing the decibel level or loudness of the music. Amplified sound and equipment is prohibited for outdoor facility reservations. Sound that is not plainly audible outside of the perimeter of the reserved pavilion is allowed (i.e. small portable stereo).

1.3 Beach: means state owned beaches to which the public has the right of ingress and egress bordering on the seaward shore of the Gulf of Mexico or any larger area extending from the line of mean low tide to the line of vegetation bordering on the Gulf of Mexico if the public has acquired a right of use or easement to or over the area by prescription, dedication, or has retained a right by virtue of continuous right in the public.

1.4 Commercial fees: are those fees that apply to all activities conducted for a commercial or for-profit legal entity wherein items are sold or fees are charged for admission, participation, or registration.

1.5 Department: means the Galveston County Department of Parks and Senior Services.

1.6 Deposit: is the amount of money tendered that is designed to reimburse the County for possible damages/clean-up to a Site or Facility. Deposits are fully or partially refundable upon clean-up conditions being met. Should the deposited amount not be sufficient, additional monies will be required.

1.7 Set-Up/Break Down Charge: is the amount of money charged to reimburse the County for the cost of labor hours required to make a Facility ready (tables and chairs, etc) for a event and to restore the Facility to its original pre-rental/reservation state upon completion of the event.

1.8 Director: means the current Director of the Galveston County Parks and Senior Services or their designee.

1.9 Teen Youth Party: means an organized event with two or more participants of the age of seventeen or under where chaperone(s) are required and admission fees are charged.

1.10 Chaperone: is **a person age 21 or older** who accompanies **teen youth age eighteen or under** at social gatherings to ensure proper behavior and/or one delegated to ensure proper behavior.

1.11 Curfew: is a regulation to govern the Youth Parties usage of the county park facilities within municipal jurisdictions established curfew ordinances.

1.12 Facility Use Agreement: a written promise evidenced by a signed document ("Facility Use Agreement") by applicant for facility reservation by which applicant agrees to the regulations established by the County Department of Parks and Senior Services for use of a facility as listed in the agreement.

1.13 Special Event Permit Application: a series of forms ("Application and Request For Special Event Permit, Special Event Security Plan, Requirements and Attractions and Special Event Contract") to be completed and signed by the individual or group requesting a reservation/permit for a special event (Concert, Wedding, Fair, Fun Run, Picnic, Rally, etc) to be held at a facility and/or including the grounds associated with the facility or for events that exceed facility capacities, or are requesting special accommodations.

1.14 Facility Data Report: a form ("Facility Data Report") executed by and between the Permit Holder and the Department of Parks and Senior Services operations personnel (Park Maintenance Worker, Park Aide, Seasonal Park Aide, District Supervisor, and/or Park Operations/Trades Manager), which establishes and documents the pre-rental reservation and post-rental reservation condition of a facility including facility grounds if applicable.

1.15 Events:

1.15.1 Mass Gatherings: a gathering that attracts or is expected to attract more than 200 individuals on any Beach in the unincorporated area of Galveston County who will remain at the location for more than two continuous hours. **Moratorium on Mass Gatherings, effective, November 6, 2002.**

1.15.2 Public Events: activities such as rodeos, festivals, religious revivals, and rallies that are open to the public, regardless of whether or not an admission fee is charged.

1.15.3 Special Events, Walk-A-Thons, Fun Runs and Races: that are usually closed to the general public, but open to registered participants of a particular group.

1.16 Facility: is a building, bungalow, covered barbecue site, or other similar structure within a Site.

1.17 Individual, non-profit, or tax exempt fees: apply to organizations recognized by Texas State Law as tax exempt. Such organizations must be in existence exclusively for one or more specifically exempt purpose(s) at the time of application for permit.

1.18 Permittee: means a permit holder. The "Permit Holder" must be twenty-one years of age or older (=> 21 Years of Age) in order to be allowed to reserve and/or permit a county facility and/or site.

1.19 Person: means an individual, group of individuals, firm, corporation, partnership or association.

1.20 Policy: means this Facility Permitting Policy.

1.21 Private Functions: small picnics, weddings, birthday parties, family reunions, company parties, churches, etc. that are closed to the public and are usually held or sponsored by private citizens, companies, churches, or class/family reunions.

1.22 Promote: includes organize, manage, finance or hold.

1.23 Promoter: means a person who promotes a Mass Gathering.

1.24 Site: is the area (park, center, Beach, public pavilion, etc.) reserved for an event.

1.25 Site reservation (user) fees: are fees paid to reserve a Site. They are not deposits and are therefore not refundable except as specified regarding timely cancellations.

1.26 Walk-a-thons, fun runs, and races: are any type of race, walk or similar event in which participants use a portion of parkland to begin and/or end the Event. All such events will be assessed a deposit and a reservation fee in accordance with the Site and Event reservations fee policy.

2. Scheduling Events or Private Functions (INDOORS AND OUTDOORS)

2. 1 For Private Function applicants for permits must complete a Facility Use Agreement. The completed Facility Use Agreement, Facility Deposit, and User Fee payments must be submitted to the Permit Office on the date that the facility is reserved. Reservations are made on a first-come, first serve basis.

For **outdoor facility rentals**, the Applicant forfeits 100% of the assessed User Fee **if the applicant fails to notify the Permit Office in writing of cancellation of the event 7 calendar days prior** to the scheduled event unless the applicant is granted a full or partial refund under the requirements below.

For **indoor facility rentals**, the Applicant forfeits 100% of the assessed User Fee **if the applicant fails to notify the Permit Office in writing of cancellation of the event, 30-calendar days prior** to the scheduled event.

Should your event need to be rescheduled due to a staff/clerical error, health or safety issue, a County function or unforeseen events (i.e. deaths, sudden illness, loss of employment) or "Acts of God" (i.e. declared emergency and natural disasters), Permit Holder will be given notice at the earliest opportunity and User/Deposit Fees will be refunded or the event can be rescheduled.

2.2 A person may not promote a Mass Gathering without a permit being first issued by the Department. **"Mass Gatherings" are subject to a MORATORIUM effective, November 6, 2002. Refer to Section 1.15.1 of this policy for permitting authority for "Mass Gatherings".**

2.3 **Indoor Special Events or Private Functions** – **ADDITIONAL HOURS**: Permittee will be charged "Additional Hours" to accommodate public events, special events, or private events held in an indoor facility (i.e., Community Center, Indoor Pavilion) when the Permittees contracted Caterer, Wedding Planner, etc. arrives to set up for the event prior to the scheduled reservation time for the start of the permitted event. This fee will be based upon the normal extra hours charge fee for the particular indoor facility.

2.3.1 **Indoor Facility Usage** is billed by the hour. Facilities will only be open at the times specified on the contract and paid for. Please include your set-up time (remember to include any vendors that may need access to the facility in advance) and allow at least one hour for clean-up when scheduling your event. Permit Holder is responsible for the set-up/break-down of all tables and chairs for the event unless the set-up/break-down fee is paid 30 calendar days prior to the reservation. If the Permit Holder requests assistance from County staff in the set-up or break-down, the fee will be assessed. If usage extends beyond the time specified on the contract, additional usage, overtime fees and security fees (if applicable) will be assessed. County staff will meet the Permit Holder at the time specified on the contract (not any earlier) to open the facility and once the post-event inspection has taken place, the facility will be locked and will not be reopened.

2.4 Applicant requesting a facility reservation for an outdoor amenity and/or grounds area cannot reserve the outdoor facility (i.e., picnic shelter, outdoor pavilion, Barbeque (BBQ) Hut and/or grounds) if the reservation request is made less than 7 calendar days prior to the event date being requested by the applicant, however special accommodations can be addressed. Please call 409-934-8100, M-F from 8:00am-5:00pm to check availability.

2.5 For **Special Events**, applicants for permits must submit a Special Event Reservation Application Form. The completed Special Event Reservation Application Form and payment must be submitted to the Permit Office at a minimum of 90 calendar days in advance but not more than one year in advance. The Applicant will be required to pay 100% of the required Site Reservation User Fees, Deposit Fees and other Fees as determined by the Permit Office as being applicable to the special event within 30 calendar days of the date that the facility is reserved unless the applicant is granted a full or partial refund under the requirements of section 2.1.

No "Outdoor Special Event" with attendance of 500 or more will be held within 30 calendar days of another "Outdoor Special Event" within the same park location.

2.6 Sites and Facilities are limited. For this reason, reservations should be made as far in advance as is reasonably possible. But **no reservation can be made more than twelve months in advance.** To reserve a Site or a Facility for a year (twelve months) in advance, the applicant should contact the Permit Office on the first business day of the month that is twelve months before the proposed event. Personal appearances are preferred to phone calls. Should two or more persons arrive at the Permit Office at 8:00am to rent a facility, there will be a drawing (one person from each party with each name written on a piece of paper) to determine who will be eligible to rent the facility.

2.7 All Reservation Application Forms must include a valid telephone number, email address if available, cell phone number and/or fax number as alternative means of contact.

2.8 Facility Deposit Charge must be **paid via Personal Check, Cashier's Check or Money Order only**. Facility and/or Site Reservation Fees for both indoor and outdoor facilities and/or grounds are to be **paid by Cash, Personal Check, Cashier's Check, Money Order** and if applicable by **Credit Card (MasterCard, Discover, etc.)** made payable to the Galveston County Parks & Senior Services Department. Personal checks are only accepted more than 30 calendar days in advance of a reservation. If less than 30 days, cash, cashier's check, money order, or credit card payment is required. Separate payment for both the Facility Deposit Charge and Facility Site Reservation Fees are required.

2.9 Following the conclusion of the Event all or part of the Deposit may be refunded, depending upon the condition in which the Facility, Grounds or Beach area and surrounding areas are left as reported on the final Facility Data Report (FDR). If the Facility, Grounds or Beach or Dunes located on the Beach area is damaged or if the Facility, Grounds or Beach or Dunes area is not thoroughly cleaned, the Permittee agrees, as a condition of the issuance of the Permit to pay such additional charges as are assessed by the Department. Deposits made by check or money order will be made available for pick-up within 10 business days at the Permit Office by the Permit Holder or designee, or the deposit check can be requested to be destroyed/shredded. Please call the Permit Office in advance of your arrival so that we can prepare your check for pick-up. Deposit checks are not available to be mailed. Should a deposit or portion of a deposit need to be retained and a deposit check was issued more than six months ago, a new deposit check will be required for payment.

2.10 Cleaning and Trash: Permit Holders are responsible for the cleaning of the facility and Permit Holder is allowed to contract cleaning services but must remain on premises until cleaning is complete. Permit Holder agrees to mop and sweep all rooms including banquet rooms, bathrooms, kitchens and entryways and return tables and chairs to proper locations. Trash cans, bags, mops, brooms, mop bucket and cleaning supplies are provided. Trash cans are for use for trash only. County staff will inspect the facility immediately following the event. If the facility is not satisfactorily cleaned, part or all of the deposit will be forfeited and the Permit Holder may be billed for an additional amount depending on the time required for the cleaning of the facility.

2.11 **Teen Youth Party**:

a. Any misrepresentation in the intent, type or nature of a youth party will be grounds for cancellation of the event and forfeiture of the event user fee(s) and deposit paid to secure exclusive use rights for the Teen Youth Party.

b. All "Teen Youth Parties" as defined by this facility permitting policy will be accompanied by a minimum of three (3) chaperones (adults) based upon the number of youth attending and a fee is being charged for admission; in addition the chaperone(s) must sign a written agreement (i.e. Facility Data Report "FDR" acknowledging that the chaperone(s) will be in attendance throughout duration of the youth party where entrance into the event is open to the general public and not restricted to private use and/or attendance.

2.12 **Security for Teen Youth Party**: Security for Teen Youth Parties is required, please refer to section 3.2

2.13 Indoor events will not be permitted beyond twelve A.M. (Midnight) Monday through Sunday with the exception that those "Events" falling into the category of "Special Events" and requiring the completion of a "Special Events Application" will be reviewed for permitting on a case-by-case basis and is subject to the approval of the Director. Outdoor event permits are subject to park hours/curfew.

2.14 **County Holidays**:

Indoor Facility Rentals: Recognized Holidays & Other Unavailable Dates: Indoor facilities cannot be permitted on County holidays. County holidays are: New Years Day, Good Friday, Easter Sunday, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day; the facility may not be available the Friday prior or Monday after the holiday in accordance with the County's Holiday schedule. County Holidays are subject to change.

Martin Luther King, Jr. Day, Memorial Day, July 4th and Labor Day will be available to permit subject to staff availability and with an additional overtime rate of $25.00 per hour.

Outdoor Facility Rentals: Recognized Holidays & Other Unavailable Dates: Outdoor facilities can be permitted for County Holidays however certain County services may be unavailable on designated Holidays. County holidays are: New Years Day, Martin Luther King, Jr. Day, Good Friday, Easter Sunday, Memorial Day, July 4th, Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day; services may not be available the Friday prior or Monday after the holiday in accordance with the County's Holiday schedule. County Holidays are subject to change.

2.15 **Decorations**:

Outdoor Decorations: No decorations, additions or temporary structures may be affixed/added to any park structure at any time. Staples, tacks, or nails may not be used. Candles, sparklers, piñatas, rice, confetti, silly string, smoke, fog machines and glitter are strictly prohibited. Only birdseed and bubbles are permitted outside.

Indoor Decorations: No decorations may be applied to the walls, ceilings or windows at any time. Staples, tacks, or nails may not be used in facilities. Candles, bubbles, sparklers, piñatas, rice, birdseed, confetti, silly string, smoke, fog machines and glitter are strictly prohibited inside of facility. Only birdseed and bubbles are permitted outside. No powdered materials are allowed on the floors in any facility. If fire alarm is set-off accidentally due to the above, the deposit will be retained.

2.16 **Permit Modifications for Indoor/Outdoor Facilities**:

Any changes or modifications in the scope of the permit (including security) must be **finalized 30 calendar days in advance for (indoor facility rentals)** and **7 calendar days in advance for outdoor facility rentals.**

2.17 **Refunds/Credits for Inclement Weather for Outdoor Facilities**:

Inclement weather: In the event of inclement weather on the day of your event and within one hour of your reservation time, you must call 409-934-8100 and leave a message with the park name, your permit number, and telephone number stating that you will not be using the facility in order to either receive a credit or transfer use to another available date. Your call will be time/date stamped and a staff member will contact you during normal business hours to verify the credit or transfer.

3. General Requirements

3.1 General Liability Insurance Requirements

Third party general liability insurance is required for all private events with moonwalks or special accommodations, special events, or events open to the public in the amounts set forth below.

Limits of Coverage:

Each Occurrence	$1,000,000.00
Bodily Injury	$1,000.000.00
Property Damage	$1,000,000.00
Personal Injury	$1,000,000.00
Medical Expenses	$5,000.00
General Aggregate	$2,000,000.00
*Alcohol	$1,000,000.00

*If alcoholic beverages are sold, served, or allowed to be consumed during the event, the insurance certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the event.

Certificate Holder:

The Certificate Holder is: The County of Galveston, 722 Moody (21st Street), Galveston, TX 77550

Additional Insured Required:

The County of Galveston, the Galveston County Parks & Senior Services Department and the Galveston County Commissioners' Court must be named as additionally insured on the policy/certificate of insurance.

General requirements:

- Proof of insurance must be provided at least five (5) business days before the beginning of the event, or the event will be cancelled. The Director of the Parks & Senior Services Department reserves the right to require other types of insurance coverage in other instances if circumstances warrant.
- The insurance certificate must be signed (a stamped signature will suffice).

3.2 **Uniformed "Texas Commission on Law Enforcement Officers Standards and Education" (TCLEOSE) certified Peace Officers**, with the exception of reserve Peace Officers, employed by Law enforcement agencies located within Galveston County are required for any Public, Special or Private Event at which alcohol is present, any Mass Gathering or any Public or Private Event with an estimated attendance of 50 or more, an event with admission fees, live bands, and deejays or amplified music. Such Peace Officers must also be present at any Public Event, Special Event, or Private Event in which, in the opinion of the Director, the anticipated attendance or the planned activity may affect public health or safety. **The Minimum number of Peace Officers required at a Private Event, a Public Event or a Special Event is two for the first 100 people in attendance**; of the two required Peace Officers **one must be a TCLEOSE Certified Galveston County Sheriff's Deputy or a Galveston County Constable and one additional officer for each additional 100 people in attendance**. The Park Patrol Security Supervisor may require additional peace officers if, in his opinion, it appears such additional officers are warranted.

Arrangements for such Peace Officers must, in normal circumstances, be made through the Department's Park Patrol Security Supervisor, a minimum of 30 calendar days in advance. But, should the Park Patrol Security Supervisor determine such additional Peace Officers are required; he will notify the applicant within 24 hours of such determination and the applicant will be required to immediately arrange for such additional officers. It is the Applicant's responsibility to make arrangements for adequate Peace Officers to help ensure the safety of the public attending the Public Event, Special Event or Private Event.

To arrange for peace officers to handle event security, contact the Park Patrol Security Supervisor during normal working hours between 8:00 a.m. and 5:00 p.m., Monday through Friday of each normal

work week. The Park Patrol Security Supervisor contact telephone Number is (409) 934-8122 or alternatively the applicant can contact the Park Patrol Security Supervisor through his county issued cell phone number at (409) 771-5855, during the hours of Monday through Friday between 8:00 A.M. and 5:00 P.M.

3.3 **Applicant must be aware that** for Events where food or beverages are sold, served or otherwise made available to the public, the **Applicant** or the food vendor must obtain, within 15 days of the of the **Event Date**, **the necessary health permits and approvals from the Galveston County Health District.**

3.4 **Applicant must be aware that for "Outdoor Special Events"** and **other indoor and private events** where alcoholic beverages are sold, served or otherwise made available to the public, the **Applicant** must obtain the proper licensing and training from the Texas Alcoholic Beverage Commission within **15 calendar** days of the **Event Date**. **Private events are exempted from this requirement.**

3.5 **Alcohol Server's Policy**

3.5.1 Persons serving alcoholic beverages at Events must be aware of applicable portions of the State Alcohol Beverage Regulations.

3.5.2 Knowledge of Texas Alcoholic beverage serving regulations is required for all persons serving alcohol to the public. At least one person per booth must have attended an alcoholic beverage server's orientation session of the type offered to volunteer festival workers by the Texas Alcoholic Beverage Commission, or by beer distribution companies, within the year before the Event. Such person(s) must remain at the booth at all times during the Event. Applicants are responsible for ensuring that all persons serving alcohol are aware of and enforce the regulations.

3.5.3 A written statement to the Director stating the Applicant will be in compliance with this Section 3.6 are required.

3.6 The Applicant must provide for the Event, at no additional charge to the public, an adequate number of portable toilets (one per 100 attendees), including a proper ratio of such toilets that meet the Americans with Disabilities Act specifications (ADA).

3.7. If the Event is a Mass Gathering, vehicular or pedestrian beach access points may not be blocked at any time under any circumstances. Emergency and law enforcement vehicles must have unfettered access to any point within the Site.

3.8. The Permittee must place signs at the entrances to the Beach advising all attendees at a Mass Gathering that the use and possession of glass containers and products are prohibited on Beaches and that violators will be subject to criminal prosecution.

3.9. The Permittee must also place signs at the entrances to the Beach advising all attendees at a Mass Gathering that it is unlawful to drive upon, remove sand from or otherwise disturb any natural or man-made dune on a Beach.

3.10. The Permittee must pick up trash and litter during and after all Events. Events where in excess of 100 persons are in attendance will be required to remove bags of trash from the Site the same day of the event. After the Event, a Facility Data Report (FDR) will be prepared to record the condition of the Site and the Site must be left in as good or better condition than existed before the Event. Failure to return the Site to an acceptable condition will result in forfeiture of all or part of the security deposit charge(s). In addition, the permittee may be responsible for other costs incurred by the Department for the removal of trash and litter from the Site.

3.11. The Permittee may use for the Event any electrical outlets that currently exist at the Site at a cost of **$10.00 per Booth** and **$15.00 per R.V. Hookup.** It is the Permittee's responsibility to contact the Department at least 72 hours before the Event to ensure that the electrical power is turned on. If the Event takes place at a Site where no electrical outlets are currently in place or if the Permittee has additional electrical requirements, it will be the Permittee's responsibility to safely provide for the Event's additional needs.

3.12. If the Permittee wishes to use lighted Site facilities such as tennis courts, and open-air areas within public parks after normal hours of operation, an **electrical fee of $20.00 per hour**, and an **overtime rate of $25.00 per hour** will be charged.

3.13 If the Permittee wishes to have **"Moon Walk Equipment" (NO WATER SLIDES PERMITTED)** brought in at their cost to the park the permittee will be required to coordinate with park staff as to the placement of the equipment and provide liability insurance coverage. The department will assess **a $20 electrical hook-up fee.**

Outdoor Facilities: Moonwalks are the only amusement/activity permitted for use at private events. Any and all other amusements are prohibited including, but not limited to: children's rides, amusement rides, dunk tanks, and animal attractions. Events that request amusement/activities that are not a moonwalk require a special event application.

Indoor Facilities: No amusements are permitted inside County facilities including, but not limited to: moonwalks or inflates, children's rides, amusement rides, dunk tanks, and animal attractions.

3. 14. The hours of operation of any Mass Gathering shall be limited to 6:00 a.m. through 10:00 p.m. on weekdays and Sundays and 6:00 a.m. through midnight on Saturdays. **Refer to Section, 1.14.1 of this policy for the requirements pertaining to the permitting of "Mass Gatherings".**

3.15. Failure to abide by any of these General Conditions will automatically revoke the Permit and cancel the Reservation.

4. Criminal Offenses

4.1 A promoter commits the offense of Failure to Obtain a Permit for a Mass Gathering if he promotes a Mass Gathering and fails to secure a permit as set forth in this Policy or if he continues to profligate a Mass Gathering after his Mass Gathering Permit has been revoked. **The offense is a Class B Misdemeanor. (Natural Resources Code Chapter 61 Subchapter G and Galveston County Commissioners' Court Order of May 6, 2002).**

4.2 Driving upon, removing sand from or otherwise disturbing any natural or man-made dune on a Beach subjects the violator to civil penalties. (Natural Resources Code §63.181).

5. Fee Schedule

5. 1 Non-Waiver Policy. Site Reservation User Fees and Set-Up/Break Down Fees guarantee the exclusive use of a Facility or of a Site for a specified period of time. Minimal fees are charged for such use. Accordingly, except in the following circumstances such fees will not be waived.

5.1 .1 Exception for Special Circumstances. On occasion, 501 (c) (3) corporations, or other governmental entities have contributed significantly to the development or maintenance of a particular park or to the County's park system in general. In these situations, the Galveston County Commissioners' Court is authorized to determine whether the benefits derived by the County through the years outweigh revenues that would otherwise be collected for a permit. If such a determination is made, the Galveston County Commissioners' Court may consider waiving a permit fee on an annual basis.

5.1 .2 Criteria for Requesting Waiver of a Permit Fee. The criteria for requesting such a waiver are:

i) Submit a written request to the Parks Department at a minimum of 90 days before the event;
ii) Describe the level of significant contributions the organization or agency has provided the park, senior services and/or beach facilities in the past year;
iii) Submit financial plans on the upcoming event;

iv) Submit background information regarding the organization or agency; and

v) Provide proof of tax-exempt status or 501 (c) (3) non-profit status.

Once all criteria are met, the Parks Department will submit the item onto the Commissioners' Court agenda. Commissioners' Court will either approve or deny the request. A member of the organization requesting the waiver of a permit fee must be present at the Commissioners' Court meeting.

5.1.3 Exception for County Departments. Site Reservation fees may, at the option of the Director, be waived for Departments of the County upon request of the Department's Elected or Appointed Official or Department Head. But, other requirements such as security and insurance will be enforced depending upon the size and scope of the event.

5.2 Fees for Outdoor Facility Permits other than Mass Gatherings and Rodeo Arena. Fees for these permits are based on the number of people projected to be attending **the event** determined by the Director. **Depending on the Site, facilities may include picnic shelters, outdoor pavilions, and other amenities.**

Attendance	Fees	Fees	Deposit
	Individual/Tax Exempt	**Commercial/For Profit**	
Birthday parties with 100 persons or less in attendance.	$70	$140	$35
101-300 persons	$145	$230	$75
301-500 persons	$345	$700	$200
501-2,000 persons	$575	$1,150	$1,200
2,001-5,000 persons	$700	$1,400	$1,700
5,001 or more persons	$700	$1,400	$2,700

5.2.1 The "**Preston E. Poole Therapeutic Garden**" is **designated as a "Special Use" Outdoor Facility** and its use will be restricted to the following events and attendance parameters for the useful life of this structure within Carbide Park.

Attendance	Fees	Fees	Deposit
	Individual/Tax Exempt	**Commercial/For Profit**	
Less than 100 Persons: Weddings, Receptions, etc.	$200	$350	$200

5.2.2 Outdoor facility permit fees charged are per day for each outdoor event. The per day charge provides **"Exclusive Use Rights"** for the outdoor facility reserved by the permittee and restricts the reserving of an open air outdoor pavilion to one reservation in the same park for the same location within the particular park where the pavilion is reserved for exclusive day use.

5.2.3 After normal hours of operation, from 10pm-8am and on County holidays (see section 2.14) **an overtime rate of $25.00 per hour** will be charged for continued use of the facilities.

5.2.4 Private Functions involving 100 or fewer persons are not required to make a reservation and may use a Site on a first-come, first-served basis. But, since priority will be given to Permitted events, the obtaining of a Permit is advisable to ensure use of the Site desired.

5.2.5 **Multi-year fee schedules may be negotiated between the Department and groups that have sponsored an annual event for at least the past five years.**

5.2.6 If an Event includes a **carnival or circus**, in addition to the normal security deposit, Set Up/Breakdown, Clean-Up fee, and user fees an additional **$1,500 deposit** will be required.

5.3 **Fees for Mass Gatherings.** Fees for these Permits are based on the number of people projected to be attending determined by the Director. No amenities will be provided by the Department before, during or after the Event.

Number in Attendance	User Fee (Per Day)	Deposit
201-300 persons	$600	$500
301-400 persons	$800	$700
401-500 persons	$1,000	$900
501 or more persons	$1,200	$1,100

5.4 **Fort Travis Cabanas and Camping Fees**

5.4.1. **Cabanas, $40 per night** (Park staff accepts Cash, Personal Checks, Money Orders or Cashier's Check).
5.4.1(a) The Permit Office will handle all Cabana reservations request Monday through Thursday of each work week between 8:00 a.m. and 5:00 p.m. Cabana Rental Reservation requests handled through the Permit Office will only be for rental dates 14 calendar days from the date of the cabana rental reservation request made through the Permit Office. The applicant for a Cabana Rental Reservation will pay the full cabana rental user fee assessed 7 calendar days prior to the reserved cabana rental date. If the total cabana rental user fee is not paid 7 calendar days prior to the reserved cabana rental date for the cabana rental reservation request handled through the Permit Office, then the Permittee forfeits the right to reserve the cabana unit on the requested reservation date. No Cabana reservations request will be accepted at the onsite park office between Monday and Thursday of each week between 8:00 a.m. and 5:00 p.m. Weekend reservation requests will be directed to the Ft. Travis on-site park office by the Permit Office staff (i.e., Permit Coordinator and Administrative Support Staff) between Friday at 8:00 a.m. and Monday morning at 8:00 a.m. for Ft. Travis Park patrons on a first-come, first-serve basis.

5.4.2. **Campsites, $30 per night** (Park staff only accepts Cash, Personal Checks, Money Orders or Cashier's Check).
5.4.2(a) All Campsites are reserved on-site at the Ft. Travis Seashore Park location.

5.5 **Commercial Photography Fees**

5.5.1. **$100 per hour** plus expenses at locations as approved by staff.

5.5.2. If the production involves inconvenience to the public, vehicle use in Sites, closing a site or large amounts of equipment, additional fees determined by the Department to be reasonable will be assessed and a special Site Reservation Fee schedule will be assessed. Details must be approved by the Department not less than 15 calendar days in advance of the planned photography event date.

5.6 **Boat ramps and/or their parking lots will not be permitted under "Exclusive Use Rights", except for special circumstances with prior approval by the Director.**

5.7 Community/Recreation Building Fees

5.7.1 Building Room Capacity 300

Walter Hall Pavilion (bottom floor), or the Wayne Johnson Community Center (main room):

	Individual/Tax Exempt	Commercial/For Profit
User fee--first three hours	$255	$370
User fee—each additional hour	$50	$60
Set-Up/Break Down	$250	$250
Deposit	$400	$400

5.7.2 Building Room Capacity 75-125

Runge Community Center, Dickinson Community Center, Pioneer House, or Bacliff Community Center, or one-half of the main room of the Wayne W. Johnson Community Center:

	Individual/Tax Exempt	Commercial/For Profit
User fee--first three hours	$70	$120
User fee--each additional hour	$30	$40
Set-Up/Break Down (Optional)	$250	$250
Deposit	$250	$250

5.7.3 Building Room Capacity 25-50

Walter Hall Pavilion upstairs room or one-fourth of the main room of the Wayne W. Johnson Community Center.

	Individual/Tax Exempt	Commercial/For Profit
User fee--first three hours	$50	$75
User fee--each additional hour	$30	$40
Set-Up/Break Down (Optional)	$250	$250
Deposit	$50	$50

5.7.4 A flat fee of $100 for portable stage will be charged for use at the Wayne W. Johnson Community Center.

A flat fee of $50 for a PA system and $10 for a podium will be charged at any facility where a PA system or podium is available.

5.7.5 We are unable to refund for non-usage of additional rental items (stage, podium, PA) unless they were deemed unavailable to rent by Galveston County Parks & Senior Services.

COVERED RODEO ARENA:

5.8 **Eddie Moore Arena at Jack Brooks Fair and Rodeo Grounds**

5.8.1 The Arena may be reserved under "Exclusive Use Rights".

5.8.2 Groups or individuals wishing to use the Arena and Grounds must schedule their use of the Arena and Grounds with the Galveston County Fair and Rodeo Association considering the Fair and Rodeo Associations "Exclusive Use Rights" for the five week period beginning two weeks preceding the Annual Fair and Rodeo including the two weeks of the event and one week following the event, six other scheduled events (3 day maximum per event) on dates agreed to by both parties (County Department of Parks & Senior Services) and the Fair and Rodeo Association and Thursday evenings beginning at 5:00 p.m. during the months of June and July as approved under Section F of the second amendment to the interlocal agreement by inclusion of Article VIII-B "Use of Improvements Within Rodeo Arena Area".

5.8.3 Groups or individuals wishing to use the Concession Stand Facilities during their reserved/permitted events must schedule such use with the Galveston County Fair and Rodeo Association, which has the "Right of First Refusal" for use of the Concession Stand Facilities as granted under Section F of the second amendment to the interlocal agreement by the inclusion of Article VIII-B "Use of Improvements Within Rodeo Arena Area".

5.8.4 Individuals and small, non-commercial groups may use the Arena for practice riding on a first-come, first-served basis, if the Facility has not already been reserved by another group under "Exclusive Use Rights".

5.8.5 The Arena will not be available for rental during the following times:

- The two weeks preceding the annual Galveston County Fair and Rodeo;
- The two weeks during the Fair and Rodeo;
- The week following the Fair and Rodeo;
- From 5 p.m. until closing on Thursday nights in June and July of each year;
- Closed Wednesday and Thursday each week in June and July;
- An additional six designated three-day periods each year. These six designated three-day periods for each year will he determined by March 1st of each year.

5.8.6 No rodeos may be scheduled at any Facility in Jack Brooks Park within the 60-day period preceding the beginning of the Galveston County Fair and Rodeo each year.

5.8.7 Site Reservation Fees will be assessed based on the type of event.

5.8.8 The Arena's operating hours are 7:30 a.m. to 11 p.m. Monday through Friday.

5.8.9 The Arena may be reserved under "Exclusive Use Rights" for one or more of the following types of events:

- Concerts
- Cook-offs
- Barrel racing
- Calf roping
- Team roping
- Steer wrestling
- Bull riding
- Horse shows
- 4-H shows
- Dog shows
- Circus

5.8.10 Other events, which will be considered on a case-by-case basis.

5.8.11 The Arena may also be reserved for Rodeos that are designed to contain a combination of at least two of the following events: Exception: "No Mechanical Bull Rides" may be used during a reserved Rodeo event due to the increased risk of injury to public participants attending the county permitted Public Rodeo Event.

- Barrel racing
- Calf roping
- Team roping
- Steer roping
- Steer wrestling
- Saddle bronco riding
- Bareback riding
- Bull riding

5.8.12 The Arena may not be permitted for any one of the following events unless they are part of an official Rodeo:

- Steer roping
- Saddle bronco riding
- Bareback riding
- Bull riding
- Mechanical Bull riding (Even if part of an official Rodeo Permitted Event)

5.8.13 Additional third party liability insurance coverage in the **minimum amount of $1 million is required for all rodeos, horse shows, 4-H shows, barrel racing, calf roping, team roping, steer wrestling, bull riding, or any other event involving livestock.**

5.8.14 Permit Holders are required to furnish the Department proof (certificate of insurance) of insurance coverage insuring the contestants against bodily injury.

5.8.15 **The following Site Reservation Fees, clean-up deposit, and damage deposit will apply. Site Reservation Fees are on a day rate basis at the Eddie Moore Arena at Jack Brooks Fair and Rodeo Grounds.**

Type of Event	User Fees per Day	Clean-Up Deposit	Damage Deposit
Concerts/Circus	$1,200	$1,200	$600
Cook-offs	$600	$600	$600
Rodeos	$450	$1,200	$600
Barrel racing Horse shows Calf roping Team roping Steer wrestling Bull riding	$350	$400	$400
Dog shows	$200	$300	$300

5.8.16 In addition to the above fees and deposits, concerts and cook-offs will be assessed a **$30 per hour electrical usage fee.** Other events held outside normal arena operating hours will be assessed a **$30 per hour fee during non-regular hours.**

5.9 **OPEN AIR RODEO ARENAS:**

5.9.1 (The following Site Reservation Fees, clean-up deposit, and damage deposit will apply. Site Reservation Fees are on a day rate basis at the Jack Brooks Park "Open Air" Arena, Runge Park "Open Air Arena" and Runge Park "Covered Arena").

Type of Event	User Fees per Day	Clean-Up Deposit	Damage Deposit
Concerts	$500	$500	$250
Cook-offs	$350	$250	$250
Rodeos	$200	$500	$250
Barrel racing Horse shows Calf roping Team roping Steer wrestling	$125	$250	$250
Dog shows	$75	$200	$200

Definitions for Addendum One of
Facility Permitting
Galveston County Department of Parks and Senior Services
(Rodeo event definitions are based on Professional Rodeo Cowboy Association specifications).

Bareback riding: a rodeo event in which the rider begins with his feet placed above the horse's shoulder. Bareback riding is an eight-second ride during which time the rider must grasp the leather and rawhide rigging with one hand only. He is not allowed to touch the animal, himself, or any of his equipment with his free hand during the ride.

Barrel racing: a timed event, either as part of a rodeo or separate, in which a contestant enters a rodeo at full speed on a sprinting American Quarter Horse and rides a cloverleaf pattern around three barrels in the arena before sprinting back out of the arena.

Bull riding: a rodeo event in which a rider, holding a rigging with only one hand, attempts to stay on a bucking bull for eight seconds. Judging includes good body position, including use of the free arm. Spurring action is not required, but will add to a rider's score. The rider is not allowed to touch the animal, himself, or any of his equipment during the ride.

Calf roping: an event, either as part of a rodeo or separate, in which a calf is given a head start into the arena, with horse and rider giving chase. The contestant ropes the calf, dismounts the horse, catches and flanks the calf, tying three of the calf's legs together with a pigging string he has carried in his teeth. The calf must be standing before the flanking and tying occur. Upon completing the tie, the rider throws his hands into the air, remounts his horse, and allows the rope to go slack. If the calf kicks free within six seconds, the run is invalidated.

Concert: an event at which live, amplified music is performed, whether by solo performers or musical groups, with acoustic, electrical, or recorded accompaniment, or no accompaniment, and whether sponsored by a commercial or non-profit organization or entity.

Cook-off: a judged event at which teams compete against one another to win awards and/or points for cooking specified food items.

Dog show: a competitive event during which dogs are judged on appearance, response to commands, and sometimes athletic prowess to win awards and points for other competitions.

Horse show: any of several equestrian events that could include, but are not limited to Western pleasure, English riding, side-saddle shows or competitions, walking horse exhibitions, dressage, steeple chase, or other jumping events.

Rodeo: a performance featuring such events as calf roping, barrel racing, bull riding, steer roping, and other events.

Saddle bronco riding: a rodeo event in which the rider begins with his feet over the bronc's (bucking horse's) shoulders to give the horse an advantage. Spurring action synchronized with the bronc's bucking, the rider's control, the length of his spurring stroke, and how hard the horse bucks are all judged. The rider may not touch the horse, himself, or any of his equipment with his free hand during the ride. Disqualification also results if either of the rider's feet slips out of its stirrups, if he drops the bronc rein, or if he does not have his feet in the proper position at the beginning of the ride.

Steer roping: a rodeo event, in which the rider lassos a steer around its horns, tosses the slack rope over the steer's right hip and rides to the left, bringing the steer to the ground. When the steer is lying on its side and the rope is taut, the rider dismounts and ties any three of the steer's legs. The steer must remain tied for six seconds after the tie is complete.

Steer wrestling: also known as bulldogging, this is a rodeo event in which the wrestler on horseback starts from behind a barrier, beginning chase after the steer has been given a head start. The bulldogger is assisted by a "hazer", who keeps the steer running in a straight line. When the bulldogger's horse pulls even with the steer, he eases down the right side of the horse, grasps the steer's horns, and digs his heels (the bulldogger's heels, not the steers) into the dirt. The bulldogger turns the steer, lifting up on its right horn and pushing down with his left hand to tip the steer over. He must either bring the steer to a stop or change the direction of its body before the throw or be disqualified. The clock stops when the steer is on its side with all four lets pointing the same direction.

Team roping: an event, either as part of a rodeo or separate, in which a rider (header) charges out of the box on horseback, chases down a fast-racing steer, and ropes him around the neck or executes a horn neck catch. The "header" turns the steer to the left and his teammate, the "heeler", attempts to rope the steer's hind legs. When the steer is secured, the riders face each other on horseback on opposite sides of the steer with no slack in the rope.

2014 Texas Crab Festival

2014 Texas Crab Festival - Schedule of Events

	EVENT
FRIDAY, MAY 10	
6:00 pm to 6:20 pm	Opening Ceremony
6:30 pm to 7:00 pm	TCF Wiener Dog Nationals
7:15 pm to 8:30 pm	**Donnie Vondra**
8:00 pm to 9:00 pm	2-Step Dance Contest
9:00 pm to 11:30 pm	**Wayne Toups**
12:00M	Festival Closing
SATURDAY, MAY 11	
10:00 am	Festival Opens
11:00 am to 12:45 pm	**Entertainer TBD**
11:00 am to 3:00 pm	Gumbo Cookoff
1:00 pm to 3:00 pm	Washers Tournament
1:15 pm to 3:00 pm	**3 Way Switch**
2:00 pm to 4:00 pm	Kid's Stage - Crab Legs Contest
3:00 pm	Announcement of Cookoff Winners
3:30 pm to 5:45 pm	**BJ Thibodeaux**
6:15 pm to 8:30 pm	**Ezra Charles**
9:00 pm to 11:30 pm	**Still Cruisin'**
12:00M	Festival Closing
SUNDAY, MAY 12	
10:00 am	Festival Opens
10:30 am to 11:30 am	**Entertainer TBD**
11:45 am to 12:45 pm	**Entertainer TBD**
1:00 pm to 3:00 pm	**Jerry Diaz**
3:30 pm to 5:30 pm	**Ken Marvel**
6:00 pm	Closing Ceremony

Galveston County Parks & Senior Services
4102 Main Street (FM 519), La Marque, TX 77568
Office Hours: Monday-Friday; 8am-5pm
www.galvestonparks-seniors.org

SPECIAL EVENT PERMIT APPLICATION

FIRST TIME EVENTS: It is recommended to schedule a meeting with the Programs Manager to discuss the application in detail for first time special event applicants. Please call (409) 934-8126 to make arrangements.

Set-Up Date: MONDAY MAY 5 TO THURSDAY MAY 8 Start time: 8 AM End Time: 5 pm

Event Date(s): FRIDAY MAY 9 Start time: 6 PM End Time: 12 am
SATURDAY MAY 10 10 am 12 am
*Event Date(s): SUNDAY MAY 11 Start time: 10 am End Time: 6 pm
(Two-day event) / add additional line for 3+ day event

Break-down Date: MON & TUES 5/12 & 5/13 Start time: 8am End Time: 5 pm
Reservations can only be made 12 months in advance.

Park Requested: GREGORY PARK

*Facility/Facilities Requested: ENTIRE PARK

*including but not limited to: pavilions, gazebos, sports fields, cabanas, bunkers, restrooms, etc.

Type of event:
- X Fair/Festival
- ___ Circus/Carnival
- ___ Wedding
- ___ Concert
- ___ Other: ___
- ___ Parade
- ___ Company Picnic
- ___ Race/Fun Run
- ___ Demonstration/Rally
- ___ Event exceeds facility capacity
- ___ Amusement request

*Estimated # attending event: 4000 (include vendors, staff, volunteers and participants)

Descriptive summary of the event (attach additional sheets if necessary): see website at texascrabfestival.org

Name of Applicant: TOM OSTEN (Photo ID req. / age 21+)

Company Name (if applicable): BOLIVAR CHAMBER OF COMMERCE

Individual/Tax-Exempt For-Profit or Commercial: TAX-EXEMPT
(attach 501©3 certificate)

Mailing address: PO BOX 1170

City: CRYSTAL BEACH State: TX Zip: 77650

Email address: info@texascrabfestival.org

Cell Phone (281) 773-3044 Other Phone ( )

Event Day Contact Name: TOM OSTEN Phone (281) 773-3044

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SPECIAL EVENT PERMIT APPLICATION - PAGE 2

Is the event being sponsored, co-sponsored or supported by another organization or group? If yes, attach a list of supporting organization(s) and describe their role. ____ YES ✓ NO

Will admission or registration fees be charged? ✓ YES ____ NO
If yes, attach a list of proposed fees and their purpose.

How will the event be promoted? ✓ TV Ads ✓ Newspaper Ads ✓ Radio ✓ Flyers/posters ✓ Billboards ✓ Internet ____ Other: ____

Event website: texascrabfestival.org

REQUIRED ATTACHMENTS - Use the blank space as a check list before submitting your application to the Programs Manager.

✓ **Event Location Layout** - Please list the proposed event location and attach a map of the proposed logistical layout for your event.

✓ **Event Parking -** What parking arrangements have been made for your event? If you are using alternate parking lots, an approval letter from the property owner must accompany this application.

Event Set-Up Parking Area: Grass at Park

Event Participant Parking Area (vendors, staff, volunteers, media): Grass at Park

Event Attendees: Grass at Park

Grass Parking - If you are requesting to utilize a grass parking area, what will you do in the event of inclement weather?

Use Roads around Park,

✓ **Event Size:** ____ # of Participants 200 # of Staff/Volunteers

____ # of Spectators 3500-4000 **Total Number of Attendees**

✓ **Event History:** Is this a first time event? ____ YES ✓ NO

Is this an Annual Event? ✓ YES ____ NO

How many years in existence? 29 YEARS

Previous Name(s) of Event: TEXAS CRAB FESTIVAL

If your previous year's application is on file, are there any changes from the previous year? List: ____

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SPECIAL EVENT PERMIT APPLICATION - PAGE 3

REQUIRED ATTACHMENTS - Continued

✓ **Activities and Entertainment** - Please attach a list of scheduled activities and entertainment with times (i.e. bands, contests, arts & crafts show, cook-off, performers, etc.).

✓ **Structures -** Please check all structural elements that apply.

✓ Tent(s) ✓ Booth(s) ✓ Table(s) ✓ Chair(s) ✓ Stage(s)

✓ Fencing ✓ Light Tower(s) ____ Generator(s) ✓ RV(s)

____ Other(s), please list: Two RVs

✓ **Utilities**

Will you need electricity? ✓ YES ____ NO (see page 9, item #13)

Electricity for: vendor booths - stage

Will you need access to water? ✓ YES ____ NO

Water for: Vendors - will bring own hoses

✓ ***Portable Toilets:** Indicate the number of portable toilets you will have at your event. The closure of free-standing park restrooms may be required depending on the # of participants expected. Minimum of (1) per one hundred (100) participants is required.

27 # of Regular 3 # of ADA

When will they been delivered? WEDNESDAY MAY 7
*For multi-day events, servicing of port-a-lets is required!

✓ ***Event Clean-Up/Trash:**

Who is responsible for the event clean-up? Event organizers / volunteers

Contact Phone Number: 281-773-3044

Will your event have a dumpster? ✓ YES ____ NO

What size? 2 Roll offs When will it be delivered? Wednesday May 7

Recycling: Do you have a plan for recycling for the event? If so, please describe:

Yes - separate recepticles for cans/plastic

*Galveston County Parks & Senior Services may be able to donate a limited number of trash can liners and extra toilet paper to the event, depending on available supplies. ***Please note that events held within the city limits of League City must use Republic Services (Walter Hall Park & Elva Lobit Park).**

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SPECIAL EVENT PERMIT APPLICATION - PAGE 4

REQUIRED ATTACHMENTS - Continued

✓ **Food/Beverages:** Please indicate all food/beverage elements that apply:

✓ Sale of food/beverages _____ Distribution of food/beverages

A Health Permit is required for each vendor selling or distributing food/beverages.

✓ Sale of Alcoholic beverages _____ Distribution of Alcoholic beverages

You must obtain a TABC Permit for the sale/distribution of alcoholic beverages and will need permission from the Galveston County Parks & Senior Services Division to obtain your permit, if required.

Please state your plan(s) to keep others from bringing alcoholic beverages into your event and to keep patrons from taking alcoholic beverages out of the event.

Manned gates and signage

✓ **First Aid Plan:** Will you have a first aid station on-site? ✓ YES _____ NO

What are your plans for a minor/major emergency? EMS/AMBULANCE ON SITE

Does your event layout provide for emergency vehicle access? ✓ YES _____ NO

✓ **General Liability Insurance Requirements:** Third party general liability insurance is required in the amounts set forth below. The Certificate Holder is: The County of Galveston, 722 Moody (21st Street), Galveston, TX 77550

Limits of Coverage:

Each Occurrence	$1,000,000.00	Bodily Injury	$1,000,000.00
Property Damage	$1,000,000.00	Personal Injury	$1,000,000.00
Medical Expenses	$5,000.00	General Aggregate	$2,000,000.00
*Alcohol	$1,000,000.00		

*If alcoholic beverages are sold, served, or allowed to be consumed during the event, the insurance certificate must state specifically that it also covers any losses resulting from the consumption of alcohol at the event.

Additional Insured Required:

-The County of Galveston, the Galveston County Parks & Senior Services Department and the Galveston County Commissioners' Court must be named as additionally insured on the policy/ certificate of insurance.

-Proof of insurance must be provided at least five (5) business days before the beginning of the event, or the event will be cancelled. The Director of the Parks & Senior Services Department reserves the right to require other types of insurance coverage in other instances if circumstances warrant.

-The insurance certificate must be signed (a stamped signature will suffice).

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SPECIAL EVENT PERMIT APPLICATION - PAGE 5

REQUIRED ATTACHMENTS - Continued

✓ **Security:** Who is providing the security for the event?:

Certified Peace officers & Precinct 6 Constables

The applicant is responsible for adequate security for the permitted event, including crowd control, emergency response access and safeguarding the applicant and park property.

Galveston County Parks & Senior Services requires that: Uniformed "Texas Commission Law Enforcement Officers Standards and Education" (TCLEOSE certified Peace Officers, with the exception of reserve Peace Officers, employed by Law Enforcement agencies located within Galveston County are required for any Public, Special or Private events at which alcohol is present, or any Mass Gathering or any Public, Special or Private Event with an estimated attendance of 50 or more (including vendors, staff, volunteers, etc.). Such Peace Officers must also be present at any Event in which, in the opinion of the Director, the anticipated attendance or the planned activity may affect public health or safety. Requirements are listed below. The minimum number of Peace Officers required is two for the first 100 people in attendance; of the two, one of the required Peace Officers must be a TCLECOSE Certified Galveston County Sheriff's Deputy or a Galveston County Constable. If an Event exceeds the attendance as defined below, one additional Officer for each additional 100 people in attendance is required. The Park Patrol Security Supervisor may require additional peace officers, if in their opinion, it appears such additional officers are warranted and can do so at a minimum of up to 24 hours in advance of the Event. Security is paid when the event begins (not during set-up) until the last event attendee leaves the facility. If officers arrive and the event has already begun, payment for each officer will be due according to the hours of the permit (retroactive).

It is the Applicant's responsibility to make arrangements for Security by contacting the Park Patrol Security Supervisor, during normal business hours (M-F; 8am-5pm) at either (409) 934-8122 or via cell phone at (409) 771-5855. Arrangements for Security under normal circumstances should be made 30 calendar days in advance.

NO ALCOHOL AT THE EVENT	EVENTS WITH ALCOHOL
1-50 = No Officer	1-99 = 2 Officers
51-99 = 1 Officer	100-199 = 3 Officers
100-199 = 2 Officers	200-299 = 4 Officers
200-299 = 3 Officers	300-399 = 5 Officers

✓ Initial - **Event Notification:** The applicant understands that they may be required to serve notices to residents and/or businesses in the area where the event will be held and furnish proof to the Department (initial on line).

✓ **Street/Lane Closures:** Are you requesting any street/lane closures? _____ YES X NO

Please list any street/lane closures you are requesting and attach a map:

NONE

Special Event Permit Fees: Fees for these permits are based on the number of people projected to be attending the event. Depending on the site, parks may include outdoor picnic shelters, outdoor pavilions and other outdoor amenities. Special Event Applications must be submitted at least 90 calendar days in advance of the event date and are made on a first-come, first serve basis.

OUTDOOR (PARKS AND AMENITIES) - PARK USER FEES AND DEPOSITS
Parks Open 7:30am-10pm daily

Attendance	User Fees	User Fees	Deposit
	Individual/Tax-Exempt	Commercial/For Profit	
Events with 100 persons or less in attendance	$70	$140	$35
101-300 persons	$145	$230	$75
301-500 persons	$345	$700	$200
501-2,000 persons	$575	$1,150	$1,200
2,001-5,000 persons	$700	$1,400	$1,700
5,001 or more persons	$700	$1,400	$2,700

INDOOR - FACILITY USER FEES AND DEPOSITS / Facilities Open 8am-10pm

Center and Capacity	User Fees	User Fees	Deposit
	Individual/Tax-Exempt	Commercial/For Profit	
Walter Hall Pavilion Bottom Floor (300)	$255 first three hours $50 for each additional hr.	$370 first three hours $60 for each additional hr.	$400
Wayne Johnson Community Center (300)	$255 first three hours $50 for each additional hr.	$370 first three hours $60 for each additional hr.	$400
Bacliff Community Center (100)	$70 first three hours $30 for each additional hr.	$120 first three hours $40 for each additional hr.	$250
Dickinson Community Center (100)	$70 first three hours $30 for each additional hr.	$120 first three hours $40 for each additional hr.	$250
Runge Community Center (100)	$70 first three hours $30 for each additional hr.	$120 first three hours $40 for each additional hr.	$250
Pioneer House (75)	$70 first three hours $30 for each additional hr.	$120 first three hours $40 for each additional hr.	$250
Walter Hall Pavilion Top Floor (25)	$50 first three hours $30 for each additional hr.	$75 first three hours $40 for each additional hr.	$50

ADDITIONAL FEES, IF APPLICABLE	
Set-Up/Break-Down	$250.00
Overtime Hours:10pm-8am & County Holidays	Additional hour fee $25.00 per hour
Stage - Wayne Johnson CC Only	$100.00
PA System	$50.00
Podium	$10.00

INDOOR FACILITY INVENTORY—updated 11/26/13

Center	Tables	Chairs	Stage	PA System	Podium
Walter Hall Downstairs	27 - 72" round 9 - 8' rec 2 - 6' rec	Metal - 240 Plastic - 55	Built into facility	YES - small portable	YES
Wayne Johnson	24 - round 6 - 7' rec 8 - 8' rec	250	9 - 8' x 6' sections w/ ramp & stairs	YES - Built in sound	YES
Bacliff	2 - 4' rec 1 - 6' rec 9 - 8' rec	40	NO	NO	NO
Dickinson	15 - round (60") 2 - 4' rec 2 - 6' rec 2 - 8' rec	90	NO	YES - small portable	YES
Pioneer House	10 - 6' rec	50	NO	NO	YES
Runge	13 - 8' rec 3 - 4' rec	130	NO	YES - small portable	NO
Walter Hall Upstairs	6 - 8' rec	Metal - 10 Plastic - 5	NO	YES, if available	YES, if available

INDOOR FACILITIES

Bacliff Community Center
4503 11th Street, Bacliff, TX 77518

Dickinson Community Center
2714 Highway 3, Dickinson, TX 77539

Runge Community Center
4605 Peck Avenue, Santa Fe, TX 77510

Pioneer House
4106 Main Street, La Marque, TX 77568

Walter Hall Pavilion
807 SH 3-North, League City, TX 77573

Wayne Johnson Community Center
4102 Main Street, La Marque, TX 77568

PARK HOURS ARE 7:30AM - 10:00PM, DAILY

Bayshore Park, 5437 East FM 646, Bacliff

Carbide Park, 4102 Main Street, La Marque

Elva Lobit Park, 1901 East FM 646, League City

Gregory Park, SH 87, Crystal Beach

Jack Brooks Park, 5700 FM 2004, Hitchcock

Noble Carl Park, 1760 SH 87, Crystal Beach

Paul Hopkins Park, 1000 A FM 517, Dickinson

Runge Park, 4605 Peck Avenue, Santa Fe

Walter Hall Park, 807 SH 3 North, League City

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SPECIAL EVENT APPLICATION - CONTRACT - PAGE 8

SPECIAL EVENT CONTRACT: The undersigned applies for a special event permit and agrees to the regulations listed below as established by the Galveston County Department of Parks and Senior Services.

1. Please have your Permit in possession during your use of the permitted facility.

2. The layout approved for this event denotes the permitted activities and must be followed in the staging and placement of parking, concession stands, booths, inflatables and amusements, trash receptacles, portable restrooms, performance staging and other support amenities. Any deviation from the approved layout, except in the instance of minor on-site adjustments must receive permission from the Parks Operations Manager or their representative.

3. No vehicles may be driven upon or parked on turf areas or sidewalks unless approved in the layout.

4. Cancellations: If applicant wishes to cancel the event, the notification must be given in writing at least 30-calendar in advance. Failure to comply with these deadlines will result in the forfeiture of user fees.

5. Concession Stands, exhibit booths, tents, awnings, and/or similar support structures may not be attached to, set against, or situated so as to damage any wall, column, tree, post, light standard or any other park amenity.

6. Deposits: The Permit Holder must leave the facility in good or better condition that existed before the event. Following the conclusion of the event all or part of the deposit may be refunded, depending upon the condition in which the facility are left. If the facility is damaged or not thoroughly cleaned, the Permit holder agrees, as a condition of the issuance of the Permit to pay such additional charges as are assessed by the Department. Permit Holders are responsible for damage to any furniture, equipment, and building along with the surrounding grounds. Deposits must be made by check or money order and will be made available for pick-up within 10 business days at the Permit Office by the Permit Holder or designee, or the deposit check can be requested to be destroyed/shredded._Please call the Permit Office in advance of your arrival so that we can prepare your check for pick-up. Deposit checks are not available to be mailed. Should a deposit or portion of a deposit need to be retained and a deposit check was issued more than six months ago, a new deposit check will be required for payment.

7. Trash: Applicant agrees to pick up trash and litter during and after all events. Events are required to remove bags of trash from the Site the same day as the event. Failure to remove trash/ litter may result in forfeiture of all or part of the Applicant's deposit. In addition, the Applicant may be responsible for other costs incurred by the Department for the removal of trash/litter from the site.

8. Recognized Holidays & Other Unavailable Dates: Indoor facilities cannot be permitted on County holidays. County holidays are: New Years Day, Good Friday, Easter Sunday, Veterans Day, Thanksgiving Day, the day after Thanksgiving, Christmas Eve and Christmas Day; the facility may not be available the Friday prior or Monday after the holiday in accordance with the County's Holiday schedule. County Holidays are subject to change. Martin Luther King, Jr. Day, Memorial Day, July 4th and Labor Day will be available to permit subject to staff availability and with an additional overtime rate of $25.00 per hour.

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SPECIAL EVENT APPLICATION - CONTRACT - Page 9

9. No banners, flags, temporary signs, or similar visual effects may be attached to lights, sign posts, trees or secured by stapling, taping, nailing, or other means that may cause damage to park structures or amenities. Rice, birdseed, confetti, silly string, pinatas and glitter are not allowed.

10. Permits that extend beyond park hours are subject to an overtime fee.

11. No glass containers are allowed.

12. Alcohol restrictions: The only types of alcohol that may be consumed in County park facilities are wine and beer; liquor is prohibited.

13. All electrical connections and hook-ups installed by the applicant must meet appropriate safety and city or county code requirements. Special event permits are issued for the use of existing electrical systems and outlets only. If the existing electrical system does not meet the event's needs, then the applicant must contract this service with a firm/individual who has a Master Electrician/Electrical Contractor License issued by the City within the park/facility boundaries fall. Such contractor will be responsible for obtaining the necessary permit(s), as well as installation and removal of any temporary power source per article 305 of the National Electrical Code and any city or county codes that pertain. Total amperage required by the applicant may not exceed safe capacity of existing park service. A copy of the electrical permit must be provided before any temporary electrical connection is made (see page 3).

14. Existing faucets or hose bibs may be used for water connections, but no temporary connections or modifications to the park's water supply may be made without prior approval.

15. Adherence to the date and time allotments of this application/permit are mandatory, and is inclusive of set-up, strike and clean-up.

16. Please note that should the County need to utilize the park for any reason, Applicant will be given notice at the earliest opportunity and User Fees will be refunded.

17. Failure to abide by any of these General Conditions will automatically revoke the Permit and cancel the Reservation. All policies and fees in this application are subject to change.

18. Permit holder is responsible for obtaining any noise/sound or additional permits are required by the City that the event is held in.

I will abide by the signed contract and have notified the Parks Department of any plans and conditions that may affect the fees charged on this application/permit. All other costs associated with or necessitated by the conduct of this event shall be borne by the applicant.

Signature of Applicant _____ Date 1-28-2014

TOM OSTEN
Printed Name

AGENDA ITEM #19.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 2/12/14	2. Contract Type: Expense Revenue Other	3. Renewal Contract: Yes / No
4. Department Name: Parks & Senior Services	5. Department Contact: Julie Diaz	
6. Description: Class Instructor Agreement for Ceramics instruction in FY-14		
7. IFAS PEID No:	8. IFAS Req No:	9. Orgkey: 1101451110 / 10. Object Code: 5481000
11. Vendor: Jackie Brahms	12. Vendor Contract No:	
13. Requested Legal Review: Yes, please make sure Legal is OK with the language in the agreement 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	5481000	20,600					
Ceramics (Class Only)		(7,800)					
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 10/1/13	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: 9/30/14	Contract # Issued By Purchasing: CM14127	

Approved By:	Signature	Date
Department Head:	Kelly Snowk by rlopez	2-12-14
Assistant Purchasing Agent:	Gwen A McLaren, CPPB	02/12/2014
County Legal:	[signature]	02/12/2014

Contract listed in Budget Documentation: YES NO

County Budget Office:	Denise Y. Yeard	2/13/2014

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

County County Auditor:	[signature] by Jeffrey L. Matzelewski	02/13/2014

Galveston County Parks & Senior Services
Class Instructor Agreement

This Memorandum of Understanding is by and between **Galveston County Department of Parks & Senior Services (Senior Services)** and the **Instructor (Jackie Brahm)**. Its purpose is to provide instruction for Courses to be conducted for participants in the various Senior Citizen Centers located throughout Galveston County.

The parties agree that the **Instructor**, in consideration of payment to be made by **Galveston County** will instruct the following Courses at the following locations on the following dates and times:

Name of Course:	**Beginning and Advanced Ceramic Instruction**
Beginning Date of Course:	**October 1, 2013**
Ending Date of Course:	**September 30, 2014**
Number of Course Sessions:	**116 classes**
Time of Course:	**Thursdays 10-11:30 (Beginning) and 1-4pm (Advanced)**
Location Course taught:	**Johnson Community Center**
Consideration Paid	**Instructor**
Per Course Session:	**25.00 per hour**

Senior Services will:

- register all individuals on or before the beginning date of the Course;
- provide the location for the Course; and
- provide **Instructor** with a roster containing the names of all enrollees; and
- provide the following supplies and materials: **$300.00 worth of supplies ordered with a purchase order. Items such as silk and wool sponges, slip, metallic rub, stains, paints, brushes, glaze, gloss spray finish, matte spray and green ware.**

Instructor will:

- provide the following supplies and materials: N/A_____
  _____
- instruct the Course at the location and on the dates and times specified above; and
- continually monitor all activities of Course participants to help ensure a safe environment.

Instructor understands that there is no guarantee that there will be sufficient interest in a Course being offered and that a scheduled Course may be cancelled at any time for any reason or no reason up until the Beginning Date of the Course. In the event of such a cancellation, **Instructor** will be paid $25.00 for their inconvenience.

Instructor also understands that once a Course begins it may be cancelled or may similarly be terminated due to lack of interest by participants or for any other reason or no reason as determined necessary or prudent by **Senior Services**. In the event of such termination, **Instructor** will be paid for the number of Course Sessions actually taught plus a cancellation fee of $25.00.

Instructor will be paid on a monthly basis for the number of Course Sessions actually taught.

Instructor will submit monthly invoices containing the date of each Course Session to:

Ms. Teresa Ortiz, Senior Services Supervisor
Galveston County
Department of Parks & Senior Services
4102 Main Street (FM 519), La Marque, Texas 77568

Upon receipt of an undisputed invoice **Galveston County** will tender payment to Instructor within thirty (30) days. In the event of a dispute on an invoice the parties will use their best efforts to resolve the dispute in a timely manner.

All notices and other communications permitted or required to be given pursuant to this Agreement shall be in writing and addressed to the party at the address set forth at the end of this Agreement.

The relationship between the parties is that of an independent contractor. Instructor will be solely responsible for their own acts or omissions or the acts or omissions of those who are operating under their direction and control and for the acts or omissions of any other agent or any employee used by them in providing the services contemplated by this Agreement.

This Agreement:

- is not transferable;
- constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements;
- may not be amended or waived, in whole or in part, except in writing signed by both parties;
- is governed by, and interpreted in accordance with the laws of the State of Texas and venue shall lie in Galveston County; and
- shall not be construed to be for the use or benefit of any third party except other political subdivisions upon their becoming party signatories to this Agreement.

In Witness Whereof the parties have executed this Agreement effective on the date listed above.

_____

Mark Henry, County Judge
Galveston County
Department Parks & Senior Services
4102 Main Street (FM 519)
La Marque, Texas 77568

Date: _____

Instructor: _____

Address: _____
_____
_____

Date: _____

AGENDA ITEM #20.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 1/27/2014	2. Contract Type: Expense Revenue Other	3. Renewal Contract: Yes / No
4. Department Name: Community Services Division	5. Department Contact: Connie Nicholson	
6. Description: Contract for the Physician's Assistant for forensic medical evaluations		
7. IFAS PEID No: 402812	8. IFAS Req No:	9. Orgkey: 2501443300 / 10. Object Code: 5412133
11. Vendor: UTMB	12. Vendor Contract No:	
13. Requested Legal Review: Yes / No (Explain if No) Renewal Contract		

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
2501.443300.5412133	2501	60,000	60,000				
22. Totals:		60,000	60,000	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 10/1/13	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: 9/30/14	Contract # Issued By Purchasing: CM14122	

Approved By:	Signature	Date
Department Head:	Connie Nicholson	1/27/2014
Purchasing Agent:	[signature]	1-29-2014
County Legal:	B. C. Willey	29 Jan 2014

Contract listed in Budget Documentation: YES NO

County Budget Office:	Denis Y Yearnd	1/28/2014

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

County County Auditor:	[signature] CPA	1/29/2014

COUNTY OF GALVESTON
Community Services Division

Connie A. Nicholson, Director

Child Welfare
County Museum
Housing Department

Indigent Health Care
Mosquito Control
Social Services
Veteran Services

October 15th, 2013

The Honorable Mark Henry, County Judge and
The Honorable Commissioners' Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

Gentlemen:

Our current contract with UTMB for the Physician's Assistant is up for renewal. According to the terms, the contract may be extended annually by a letter of extension signed by the Parties. Please authorize the County Judge to sign as provided in this letter and join with UTMB and the Children's Services Board in continuing this mutually beneficial agreement. The amount approved in FY2014 budget is $60,000.

Approved:
THE GALVESTON COUNTY CHILDREN'S SERVICES BOARD

Jeanette C. Elias
Chair, Board of Directors
Date: 1/26/14

GALVESTON COUNTY

Mark Henry
County Judge

Date: _____

Attest:

Dwight D. Sullivan
County Clerk
Date: _____

Approved:
THE UNIVERSITY OF TEXAS MEDICAL BRANCH AT GALVESTON

Carolee A. King, JD
Senior Vice President & General Counsel
Date: 12/12/13

C. Joan Richardson, M.D.
Chair, UTMB Department of Pediatrics
Johns Sealy Distinguished Chair and Professor
Date: 10-14-13

Content Reviewed
ASP/dpm

722 Moody, 5th Floor • Galveston, Tx 77550 • 409-770-5545 or 409-770-5543 • Fax 409-766-4551

AGENDA ITEM #21.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Application ___ Award ___ Approval Request

Date of Request: 2/18/14		**Department:** Sheriff's Office			
Grant Agency: CJD - Office of the Governor			**Funding Source:** Juvenile Justice and Delinquency Prevention		
Grant Start Date:	9/1/14	**Program Year:** 2014	**Renewal: Yes** ✓ **No** ___	**Last Billing Date:**	
Grant End Date:	8/31/15	**Program End Date:** 2015	**Award/Agreement No:**		
Description:	Continuation of grant for Hope Academy.				
Grant Org Key:			**Grant Type: Advance Payment** ___ **Reimbursement** ✓		

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit	$29,552.00	Ø	$29,552.00
Non-Labor	$70,448.00	Ø No match	$70,448.00
Indirect/Admin Costs			
Totals:	$100,000	Ø	$100,000

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

Approved By: **Date** **Signature**

Grants Manager: Cynthia Paza 2/12/14

Director of Finance: Denise Y Yeard 2/12/14

Form Number:

COUNTY OF GALVESTON

RESOLUTION

WHEREAS, The County of Galveston finds it in the best interest of the citizens of Galveston County, that the Hope Academy be operated for the FY 2014-2015; and

WHEREAS, Galveston County agrees that in the event of loss or misuse of the Criminal Justice Division funds, Galveston County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Galveston County designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Galveston County approves submission of the grant application for the Hope Academy to the Office of the Governor, Criminal Justice Division.

Passed and Approved this 18th day of February, 2014.

_____

Mark Henry, County Judge

_____

Dwight D. Sullivan, County Clerk

Grant Application Confirmation Number: 2704802

Print This Page

Agency Name: Galveston County
Grant/App: 2704802 **Start Date:** 9/1/2014 **End Date:** 8/31/2015

Project Title: Hope Academy
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460009081010

Application Eligibility Certify:
Created on:2/7/2014 8:54:22 AM By:Mark Henry

Profile Information

Applicant Agency Name: Galveston County
Project Title: Hope Academy
Division or Unit to Administer the Project: Sheriff's Department
Address Line 1: 601 54th Street
Address Line 2:
City/State/Zip: Galveston Texas 77551-4177
Start Date: 9/1/2014
End Date: 8/31/2015

Regional Council of Goverments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Galveston
Counties within Project's Impact Area: Galveston

Grant Officials:
Authorized Official
User Name: Mark Henry
Email: mark.henry@co.galveston.tx.us
Address 1: 722 Moody
Address 1:
City: Galveston, Texas 77550
Phone: 409-766-2244 Other Phone: 409-765-2639
Fax: 409-766-4582
Title: The Honorable
Salutation: Judge

Project Director
User Name: Cindy Pagan
Email: cynthia.pagan@co.galveston.tx.us
Address 1: 722 Moody, Suite 317
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5355 Other Phone:
Fax: 409-766-2539
Title: Ms.
Salutation: Ms.

Financial Official
User Name: Randall Rice
Email: Randall.Rice@co.galveston.tx.us
Address 1: 722 Moody Avenue 4th Floor
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5301 Other Phone: 469-534-5988
Fax: 409-765-3252
Title: Mr.
Salutation: Mr.

Grant Writer
User Name: Cindy Pagan
Email: cynthia.pagan@co.galveston.tx.us
Address 1: 722 Moody, Suite 317
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5355 Dther Phone:

Fax: 409-766-2539
Title: Ms.
Salutation: Ms.

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide juvenile prevention and / or intervention services
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460009081010
Data Universal Numbering System (DUNS): 081507709

Narrative Information

Primary Mission and Purpose

The purpose of this program is to support programs that prevent violence in and around schools and to improve the juvenile justice system and develop effective education, training, prevention, diversion, treatment, and rehabilitation programs in the area of juvenile delinquency.

Funding Levels
The anticipated funding levels for Juvenile Justice Programs are as follows:

- Minimum Award - $5,000
- Maximum Award – None
- Matching Funds - None

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Program Requirements

Preferences
Preference will be given to those applicants that demonstrate cost effective programs focused on proven or promising approaches to services provision.

Juvenile Justice Board Priorities
Juvenile justice projects or projects serving delinquent or at-risk youth will address at least one of the following priorities developed by the Governor's Juvenile Justice Advisory Board to be eligible for funding:

Diversion - Programs to divert at-risk juveniles from entering the juvenile justice system. At-risk juveniles are those having had documented discipline problems in the school system or contact with law enforcement or juvenile probation.

Job Training - Projects to enhance the employability of juveniles or prepare them for future employment. Such programs may include job readiness training, apprenticeships, and job referrals.

Professional Therapy and Counseling/Mental Health - Services include, but are not limited to, the development and/or enhancement of diagnostic, treatment, and prevention instruments; psychological and psychiatric evaluations; counseling services; and/or family support services.

If your program incorporates academically researched, peer reviewed, or evidence based practices, please provide any information that supports the program's approach:
The concept of providing law enforcement onsite as non-punitive role models was derived from Best Practices Models as devised by OJJDP, Office of Juvenile Justice Delinquency Prevention/DOJ. Education goals for Hope Academy are combined with goals that include measures to prevent reincarerations, prevent further gang associations and to instill prosocial skill sets that will lead to higher education and job stability.
Programs providing mental health services are strongly encouraged to utilize a multidisciplinary team to assist with planning and implementation of the program.

If your program is utilizing a multidisciplinary team, please provide the name and discipline(s) of each team member:
n/a

School Based Delinquency Prevention - Education programs and/or related services to prevent truancy, suspension, and expulsion. School safety programs may include support for school resource officers and law-related education.

Substance Abuse - Programs, research, or other initiatives to address the use and abuse of illegal and other prescription and nonprescription drugs and the use and abuse of alcohol. Programs include control, prevention, and treatment.

Training and Technology/Juvenile Justice System Improvement (for Statewide Projects Only) - Programs, research, and other initiatives to examine issues or improve practices, policies, or procedures on a system-wide basis (e.g., examining problems affecting decisions from arrest to disposition and detention to corrections).

Sustainability
Over the course of the past few years, funding for juvenile programs has experienced a substantial decline. For example, federal awards to Texas under the Juvenile Justice and Delinquency Prevention Act have decreased by 66% since 2010. CJD encourages applicants to consider alternative methods of sustaining grant funded services should future funding become unavailable.

Criminal History Reporting
Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public (DPS) safety as directed in the Texas Code of Criminal Procedure, Chapter 60. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Dffice of Justice Programs.

Enter the Name of the Civil Rights Liaison:

Katherine Branch

Enter the Address for the Civil Rights Liaison:

722 Moody, 3rd floor Galveston, Texas 77550

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

4097705352

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Juvenile Justice Program Local and Statewide Solicitations.
X I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.
Enter your problem statement:
Hope Academy Center provides educational services and rehabilitation which are designed to prevent further criminal activity that will lead to future interaction with the Juvenile Justice System of Texas for students at a point where they are referred to Hope Academy by the Galveston County Court System after their permanent expulsion from the Galveston Independent School District. This program is compliance with the focus area of Juvenile Justice System Impact.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.
Enter your supporting data:
History/Locations: Hope Academy moved into the renovated first floor of St. Vincent's House at 2817 Postoffice Street in October 2009 after being displaced in Hurricane Ike. Galveston County Referral Points: Students are referred by Judge Jim Schweitzer, Justice of the Peace, Pct. 1 (http://www.co.galveston.tx.us/JP1/)Galveston Independent School District. Hope Academy is their last stop before incarceration in the Juvenile Justice Center on the Mainland 9 (http://www.co.galveston.tx.us/juvjustice/) or a division of TYC. The students population at Hope Academy consists largely of high school students however, there are a few elementary students whose socially disruptive behavior has no medical solutions. All students are Title I, Title IV or otherwise at-risk. Note: These students are not eligible for ANY school or center in G.I.S. D. (Galveston Independent School District). Re-offense Rate: Graduating Class of 2012 - Total repeat in 2 Total expulsions: 2 Current Class 2013: Total repeat incarcerations: 1 , Total expulsions: 4 Career Path Follow-up: Graduates of program: Enrolled in Galveston College (Got Diploma and Passed GED): 14; Certification/School for CNA – Certified Nurse's Assistant: 14, Certification/School for MA - Medical Aide Classes -22; 3 in Welding training Course in Galveston College, 4 in Barber College, 3 in Active Duty – U.S. Army, 2 in Active Duty, U.S. Navy; 3 in College Station in application process for entrance to Texas A&M; 1 in Art Institute of Houston; 1 on Football Scholarship as a Freshman in State of Washington and Culinary Arts Student in Epicurean Arts Program at Galveston College is so accomplished he is the object of a bidding war by restaurants in both Galveston and Houston! , Demographics: June 2012 Graduates: 98 Students: African-American: 37%, Anglo-American: 28%, Hispanic: 30%; Other: 5% (Other includes Egypt and Guatemala) Demographics: (September 2012- Current February, 2013): Enrollment as of February 1st of Juveniles under the age of 19: 71. Demographics: African-American: 41%, Anglo-American: 13%, Hispanic: 37%, Other: 9% (Dther includes refugees from Egypt, Africa, Guatemala and Honduras.) Probation or Court Ordered Student: 12 Disabled: 9 Homeless (Working to find placement): 3 Young Parent or

Pregnant: 26 (36.6%) Core Activities at St. Vincent's House: In 2012 we served 67,328 total units of service to our neighbors in Galveston. We served 7,810 people with food in our Food Pantry. Additionally we served 1,410 people at our Thanksgiving Feast which included our taking food to help the Salvation Army residents. We served 6, 551 in our day and evening hour clinics. We served 505 clients with $64,794. in direct aid assistance to avoid eviction and pay utilities. We had 3,677 clients identify themselves as homeless and we provided 3,780 multiple stays at the Salvation Army. Our Transportation Van provided 13,619 Trips, we logged 26,236 Phone Calls and Referred 6,199. The preschool average population was 64 and now accepts 18 month olds. The Hope Academy Alternative School average population is 92. Our Direct Benefits Banks opened in April 2012 and served 70 clients with comprehensive services by the end of the year. Zeeyon Walker; Coordinator for Special Programs and Research conducted several successful new programs. Our GED program tested 38 adult men and women in and around Galveston Island at St. Vincent's House. Anger Management classes - The office of Special Programs and Research at St. Vincent's was contacted to act as a host site to conduct Anger Management classes for Galveston County Probation and Parole. Ms. Monica Roque, Galveston County Probation and Parole, conducted a weekly one hour session for anger management for parolees on out site which was overseen through the office of Special Programs and Research. Galveston County Probation and Parole served 18 individuals and conducted classes April, May, and July 2012. 38, 18, 5 We are now partners with Catholic Charities at our main site. Catholic Charities provided 140 families with emergency needs in coordination with St. Vincent's House between January and October of 2012. However due to their case management capabilities they were able to serve 44 families with long term solutions including job referrals that resulted in employment that helped families sustain. Essentially we are now the 211 provider of choice for most other agencies. This program has evolved into a true community collaborative. Law Enforcement advisors on for the 2013-2014 Grant period include Major Ray Tuttiolmondo of the Galveston County Sherriff's Office and Patrolman William Ashton of the Galveston Police Department. Ashton, a GPD Officer for the past 22 years has School Liaison Certification and Resource Officer Credentials. All of the students have been removed from the primary system. Many were removed from the DAP program and the current program which serves as a model for the new Coastal Alternative Program as announced in the Galveston County Daily News on Friday, February 18th, 2011. The concept of providing law enforcement on-site as non-punitive role models was derived from Best Practices Models as devised by OJJDP, Office of Juvenile Justice Delinquency Prevention/DOJ. Education goals for Hope Academy are combined with goals that include measures to prevent reincarerations, prevent further gang associations and to instill prosocial skill sets that will lead to higher education and job stability.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project willl address.

Enter your community planning needs:

Community Plan This innovative program directly addresses a community need by intervening in the cycle of juvenile truancy, delinquency that is intensified by elevated high school dropout and expulsion rates. From 2013-2014 Galveston County Community Plan: Identified Problem Data Collection 1. Delinquency Number of referrals to the Galveston County Juvenile Justice Department for felony offenses during 2012: 169 Number of referrals to GCJJD for misdemeanor behavior during 2012: 485. Number of referrals for violation of court order and contempt of magistrate order during 2012: 527. Total number of misdemeanor referrals in 2012:1,012 During 2012 there were 191 adjudications to probation affecting 170 juveniles in Galveston County. Total referrals to juvenile probation departments statewide, 2012 (latest year available): 72,374, per TJJC. Number of juveniles arrested statewide, 2012: 92,164 Number of Galveston County juveniles committed to the Texas Youth Commission in FY 2012: 10. Identified Problem Data Collection 2. Children in need of supervision ("CINS") Number of juveniles referred to GCJJD for CINS behavior in 2011 including truancy, runaways, theft, disorderly conduct and liquor law violations: 26 CINS referrals statewide, 2012: 29,486 (TJJD) Problem Data Collection 4. Drop-Out Abatement Fewer students are dropping out of school in Texas and more are graduating. • The grade 9 longitudinal dropout rate decreased from 9.4% for the class of 2009 to 7.3% for the class of 2010, and the actual number of dropouts declined by more than 5,800. • Out of 314,079 students in the class of 2010, 84.3% graduated, 7.2% continued in high school the year following their anticipated graduation, and 1.3% received General Educational Development (GED) certificates. • In less than two years, almost 1,300 previous dropouts have completed the requirements for graduation through innovative recovery strategies. Hope Academy is a component of these positive efforts as reported by the TEA: Texas is a recognized national leader in tackling the dropout problem. • Texas ranks 7th nationally in four-year graduation rates among 26 states that were reported to use the National Governors Association four-year, on-time graduation rate formula, which emphasizes using actual student data over estimates. • The state's accountability system evaluates districts and schools based on their dropout and graduation rates. • Texas employs cutting-edge strategies to recover students who have previously dropped out. Discussion A significant drop-out rate in Texas creates consistent pressure on law enforcement as many unemployed or underemployed youth fall prey to those promoting criminal activities. Although, it should be noted that in this same study, Galveston County's rate has actually decreased since a high of near 40% for all demographics in 1999, the attrition rate for all groups is within the 30% range. Approximately 1/3 of all those who enter high school simple don't finish. (IDRA, 2010). (Sources: Galveston County Community Plan 2013-2014 and Texas Education Agency (2014) Dropout Information, http://www.tea.state.tx.us/index4.aspx?id=3505)

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.

Enter a description for the overall goals and objectives:

Goals, Objectives and Outcomes: 1. Goal: To provide students with reintegration into the educational system and as an objective to retain students until they obtain their graduation diploma from High School. 2. Goal: To provide pro-social programming that deters students from any further criminal activity with the objective of retraining students and preventing any further negative contact by students with the Juvenile Justice system in Texas. 3. Goal: To encourage positive student encounters with Probation Officers until probation periods end with the objective of encouraging pro-social behaviors in students that will lead probations served in a positive and timely manner that conclude successfully. 4. To encourage positive student encounters with local law enforcement in order to promote structure and good citizenship with the objective of providing pro-social group experiences with the assistance of our partners at the Galveston County Sherriff's Department and the Galveston Police Department. Current Outcomes: 5. To encourage students to take the "long view" of the value of education with the objective of encouraging and facilitating the entry of students into higher education and career placement. Graduation in 2013: 86 of 89 eligible students: 97%, 2012 graduated 98 of 104 (94%). Past Expulsion Rates: 7, Past Reoffenders: 4. Current Class of 2014-2015: Re-offense Rate: 0 Total Expulsions: 1 (For Cheating/Violation of Honor Code). Combined Successful Graduation Rates 2011 – 2013 (two classes), 104 + 89 = 193, Number of Graduates: 184 = 95%; Number of documented successful outcomes – working or in school: 71 or 37%. These 71 students drop-outs, court ordered or otherwise on a pathway to criminal behavior. Instead of taxpayers spending the $21, 290 per person per year to incarcerate them, they are all on a path to good citizenship and productive, taxpaying lives. That's a savings to taxpayers of $1,511,590 per year. And because they are young, their future benefits to society in terms of personal, creative or business contributions is still undiscovered. Reference The Price of Prisons (2012). Texas, Vera Center on Sentencing and Corrections, (January 2012) http://www.vera.org/files/price-of-prisons-texas-fact-sheet.pdf

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the

grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available here for your convenience.
Enter your cooperating working agreement(s):
n/a

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)
Enter your current grant's progress:
This project is on schedule with stated objectives.

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.
Enter your summary statement for this project:
Hope Academy Center provides educational services and rehabilitation which are designed to prevent further criminal activity that will lead to future interaction with the Juvenile Justice System of Texas for students at a point where they are referred to Hope Academy by the Galveston County Court System after their permanent expulsion from the Galveston Independent School District. This program is compliance with the focus area of Juvenile Justice System Impact. History/Locations: Hope Academy moved into the renovated first floor of St. Vincent's House at 2817 Postoffice Street in Dctober 2009 after being displaced in Hurricane Ike. Galveston County Referral Points: Students are referred by Judge Jim Schweitzer, Justice of the Peace, Pct. 1 (http://www.co.galveston.tx.us/JP1/)Galveston Independent School District. Hope Academy is their last stop before incarceration in the Juvenile Justice Center on the Mainland 9 (http://www.co.galveston.tx.us/juvjustice/) or a division of TYC. Progress on Accreditation: Due to the resources and support of the Criminal Justice Division of the Office of Governor Rick Perry, the school was able to sustain at a level long enough and with enough quality to apply for and go through the Accreditation Process with a TEA approved provider. Please note that the school adheres to all TEA testing and academic guidelines. We have received confirmation from the Houston region AdvancED/SACS CAS, a primary accreditation cluster, that after two site visits and examination of our test scores we should receive accreditation as a private school in June 2014. Community Collaboration: This program has evolved into a true community collaborative. This program had the full unanimous vote of the Galveston County Commissioners Courts. County Judge Mark Henry came to our Graduation Ceremony and delivered an inspirational speech. We have the full support of County Sheriff Henry Trochesset and our onsite Deputies are led by a team headed by Officer Jim Herdon. All of the students have been removed from the primary system. Many were removed from the DAP program and the current program which serves as a model for the new Coastal Alternative Program as announced in the Galveston County Daily News on Friday, February 18th, 2011. The concept of providing law enforcement on-site as non-punitive role models was derived from Best Practices Models as devised by OJJDP, Office of Juvenile Justice Delinquency Prevention/DOJ. Education goals for Hope Academy are combined with goals that include measures to prevent reincarcerations, prevent further gang associations and to instill prosocial skill sets that will lead to higher education and job stability. St. Vincent's House is an active contributing member of the Community Plan and has benefited from technical assistance and consultation with HGAC which has performed site visits. Goals, Objectives and Outcomes: 1. Goal: To provide students with reintegration into the educational system and as an objective to retain students until they obtain their graduation diploma from High School. 2. Goal: To provide pro-social programming that deters students from any further criminal activity with the objective of retraining students and preventing any further negative contact by students with the Juvenile Justice system in Texas. 3. Goal: To encourage positive student encounters with Probation Officers until probation periods end with the objective of encouraging pro-social behaviors in students that will lead probations served in a positive and timely manner that conclude successfully. 4. To encourage positive student encounters with local law enforcement in order to promote structure and good citizenship with the objective of providing pro-social group experiences with the assistance of our partners at the Galveston County Sherriff's Department and the Galveston Police Department. Current Outcomes: 5. To encourage students to take the "long view" of the value of education. Number enrolled as of February 1, 2014: 45. Number of Court Ordered Students 23 (51%), Number expelled/dropped out of G.I.S.D.: 35 (77%), Number on Probation: 3 (6%); Pregnant or Parenting Teens: 11 (24%), Grade Levels: 9th-Grade = 6 (13%); 10th Grade (11%); 11th Grade (24%) and 12th Grade = 23 (51%). Demographics: Ethnicity: Hispanic: (22) 48%; African-American : 14 (31%); Anglo-American: 7 (15%), Middle Eastern 1 (2%) and Native American 1 (2%). Male: 23 (51%) and Female: 22 (49%). Additional Key Indicators: Students who require ESL Classes (English as a Second Language): 5 (11%); Started School While Homeless: 2 (4%); Those at –risk: 45 or 100%; Those Living under the U.S. Poverty Line: 97%. Positive path outcomes of our graduates range from students who go immediately to work to those who have gone forward to a two-year community college and beyond. For example, Frank Groom our Salutatorian in 2012, debuted as a premier chef from the Culinary Arts Program in Galveston College at the city-wide Epicurean Evening that fall. As of 2014, he is employed full-time at Galveston's legendary "Gaido's Restaurant" on the seawall. Groom came to Hope Academy after numerous arrests and expulsions. Other graduates between 2012 and 2014 include: 8 who are attending Galveston College; 11 who are attending College of the Mainland; 4 who are attending University of Houston including one obtaining a B.A. in Petro-Chemical Engineering ; 3 in the Art Institute of Houston; 2 in Lamar University; 1 in Ohio Tech University for Agricultural Technology; 1 is in Cosmetology School; 1 in the U.S. Navy; 5 being in CNA - Certified Nursing Assistants; 6 are working in construction ~ 1 being trained in Welding and 1 in Plumbing; 2 in Welding School, 1 in the U.S. Army; 3 as General Labor at the Port of Galveston, 1 at the Port of Houston; 2 trained as Port Security and working at The Port of Galveston; 2 at Remington Business College, 1 being trained in Airplane Maintenance School, 3 working in UTMB (University of Texas Medical Branch at Galveston), 3 working in the Texas City Plants, 1 in the Music Business, 1 works at an Assistant Apartment Manager , 2 work in Arlan's Grocery Store, 2 are employed in retail and 1 is working as a guard at a the Texas Department of Corrections. Distinct competencies of St. Vincent's House, the host 501(c) 3 nonprofit in Galveston includes: Education services including Hope Academy and our Preschool, a Food Pantry with the longest hours of public access; a Free Clinic with multiple specialties, Transportation services, Emergency Assistance and Benefit Bank. Additionally, our partner agency Catholic Charities is onsite with the delivery of additional emergency assistance. We delivered 44,047 units of service in 2013. Our Core Statistics in 2013 include: 3,940 clients received food from our Food Pantry, 1,043 identified themselves as

homeless, and 5,774 were served in all of our clinics. We served 110 preschool students from 130 families and there was an average enrolment of 90 students per month in Hope Academy our Alternative School. , 689 clients received emergency assistance for either rent or utilities at a total cost of $101,469.51, we provided 3,627 nights at the Salvation Army at $5 per night. We answered approximately 14,611 Phone Calls, Referred 11,828 clients, provided 11, 350 Transportation rides. And there were 582 clients who attended Cocaine Anonymous meetings. We served 1,510 people in our Thanksgiving Feast. Angela Hill at our new benefits bank Assisted 162 clients in 2013. Of that total 138, Food Insecurity was a serious issue for 85% of these families in that they qualified for SNAP – Food Stamps. St. Vincent's House maintains an organizational model which maximizes its distinctive core competencies in order to maintain public value while ensuring long-term flexibility. We are serving 1% of Congressional District 14 We are serving 15% of those estimated to be Food Insecure in Galveston County including homeless clients. We are serving 13.7% of the total population with clinic services. We screen for income. Of the 9,991 or 21% of the population living under the median income level, we served 6,551 or 65.5% in 2012 with clinic services. We are serving 16% of the Total current population of the City of Galveston - 47,743 We are serving 2.6% of the Current population of Galveston County

Project Activities Information

Reserved

This section left intentionally blank.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
School Based Delinquency Prevention	100.00	Hope Academy Center provides educational services and rehabilitation which are designed to prevent further criminal activity that will lead to future interaction with the Juvenile Justice System of Texas for students at a point where they are referred to Hope Academy by the Galveston County Court System after their permanent expulsion from the Galveston Independent School District. This program is compliance with the focus area of Juvenile Justice System Impact. History/Locations: Hope Academy moved into the renovated first floor of St. Vincent's House at 2817 Postoffice Street in October 2009 after being displaced in Hurricane Ike. Galveston County Referral Points: Students are referred by Judge Jim Schweitzer, Justice of the Peace, Pct. 1 (http://www.co.galveston.tx.us/JP1/)Galveston Independent School District. Hope Academy is their last stop before incarceration in the Juvenile Justice Center on the Mainland 9 (http://www.co.galveston.tx.us/juvjustice/) or a division of TYC. Progress on Accreditation: Due to the resources and support of the Criminal Justice Division of the Office of Governor Rick Perry, the school was able to sustain at a level long enough and with enough quality to apply for and go through the Accreditation Process with a TEA approved provider. Please note that the school adheres to all TEA testing and academic guidelines. We have received confirmation from the Houston region AdvancED/SACS CAS, a primary accreditation cluster, that after two site visits and examination of our test scores we should receive accreditation as a private school in June 2014.

Geographic Area:
Galveston County, Texas

Target Audience:
The program currently serves 45 youth who have been expelled from the public school system, or referred by the Galveston Court System to an Alternative Education Program that serves as a remaining intervention before the youth face incarceration or further contact with the Juvenile Justice System.

Gender:
Male: 51%, Female: 49%

Ages:
This program serves as a multi-grade, multi-age program that includes a broad range of children from the primary school age all the way through the High School ages. 19+:6 students; 18:12 students; 17:21 students; 16:5 students; 15:1 students. Grade levels are blended according to ability. There are students for example who were advanced through the school system to the 11th grade and are functionally illiterate, yet have math skills at a higher level.

Special Characteristics:
Number enrolled as of February 1, 2014: 45. Number of Court Ordered Students 23 (51%), Number expelled/dropped out of G.I.S.D.: 35 (77%), Number on Probation: 3 (6%); Pregnant or Parenting Teens: 11 (24%), Grade Levels: 9th-Grade = 6 (13%); 10th Grade (11%); 11th Grade (24%) and 12th Grade = 23 (51%). Demographics: Ethnicity: Hispanic: (22) 48%; African-American : 14 (31%); Anglo-American: 7 (15%), Middle Eastern 1 (2%) and Native American 1 (2%). Male: 23 (51%) and Female: 22 (49%). Additional Key Indicators: Students who require ESL Classes (English as a Second Language): 5 (11%); Started School While Homeless: 2 (4%); Those at –risk: 45 or 100%; Those Living under the U.S. Poverty Line: 97%.

Measures Information

Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Dbjective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of program youth served.	45	86

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of program youth completing program requirements.	45	86
Number of program youth exhibiting a decrease in substance use.	23	15
Number of program youth exhibiting an improvement in school attendance.	35	10
Number of program youth exhibiting an improvement in social competencies.	45	86
Number of program youth suspended from school.	1	0
Number of program youth who offend or reoffend.	1	0
Percent change in school-related discipline incidents.	1	0

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL

Certification and Assurances

Each applicant must click on this link to review the standard Certification and Assurances.

Resolution from Governing Body

Applications from local units of governments and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

X Yes
_ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Galveston County monitoring procedure for the Contractor Hope Academy at St. Vincent's House is as follows: Major Ray Tuttoilmondo will be supervising Officer Jim Herndon who is supervising the team of officers trained to deal with juveniles and are quailified to act as mentors in this program. Major Tuttiolmondo will monitor all monthly activity reports and timesheets for accuracy and will communicate with the St. Vincents on-site program manager to ensure accuracy. Those document will be submitted to the Grants Management Office for Galveston County and to the Finance Department so a monthly report will be submitted to CJD for reimbursement. Major Tuttoilmondo will begin the start of the grant period wth a site visit to St. Vincents House and will do follow-up ste visits at the discretion of the County of Galveston. Officer Jim Herdon will monitor all officers, provide all monthly activity reports for the officers, and all "exception sheets-i.e. Timesheets" for all officers.

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2014

Enter the End Date [mm/dd/yyyy]:

9/30/2015

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount ($) of Federal Grant Funds:

10036052

Enter the amount ($) of State Grant Funds:

977051

Single Audit

Has the applicant agency expended federal grant funding of $500,000 or more, or state grant funding of $500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

X Yes
_ No

Note: *Applicants who expend less than $500,000 in federal grant funding or less than $500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.*

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and DMB Circular A-133).

Enter the date of your last annual single audit:

9/30/2012

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than $25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of $25,000 or more, but less than $500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Dffice of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEDP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:
Katherine Branch 722 Moody, 3rd floor Galveston, Texas 77550

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:
Select the appropriate response:
_ Type I Entity
X Type II Entity
_ Type III Entity

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.
Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers - The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?
_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?
X Yes
_ No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered ND to the first statement you are NDT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation ($):
0

Position 2 - Name:

Position 2 - Total Compensation ($):
0

Position 3 - Name:

Position 3 - Total Compensation ($):
0

Position 4 - Name:

Position 4 - Total Compensation ($):
0

Position 5 - Name:

Position 5 - Total Compensation ($):
0

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).
Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?
Select the appropriate response:

_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:

_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:

_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:

_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?

_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:

_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Certified Peace Officer - Sheriff's Office	This reflects a team of law enforcement officers who serve as mentors when their duty schedule makes them available. Each officer whenh acting as a mentor is tasked with mentoring student activity, encountering the students by assisting them with challenges; advising them on prosocial behaviors and intervening in the case of any type of bevioral disruptions.	$24,000.00	$0.00	$0.00	$0.00	$24,000.00	100
Contractual and Professional Services	Educational Specialist and/or Teacher	Contract with Hope Academy at St. Vincent's House: 2 certified teachers, 1 professional teacher, 1 grant manager on the site. The two certified teachers and 1 professional teacher must teach subjects that comply with TEA testing and basic requirements for students who quailify for a High School Diploma. Must prepare studtns that require it to endure FSFSA financed entrance to college for and additional G.E.D. tests. Must keep standard records including attendance, record plans, demographics and compliance data for PPRI reporting for CJD. Must work with Sheriffs Deputies as mentors in order to endure compliane with CJD programming for Hope Academy. Must continue to work with TEA approved Accredidation Cluster in order to gain status by the target date in 2015. Dn-site Grants Manager; verification of all monthly time sheets and activity reports. Collection of all demographic data, all lesson pland, all grade data for reporting purposes, collection and responsibility for providing data to the county for all PPRI reporting and qualitative data needed for any additional reporting.	$70,448.00	$0.00	$0.00	$0.00	$70,448.00	0
Personnel	Manager	The Grants Manager at Galveston County, Cindy Pagan will collect and monitor all monthly timesheets and activity reports from Hope Academy and St. Vincent's House; collect all payroll check copies from St. Vincent's Houst to ensure staff was paid; ensure that all reports are co-signed by 5t. Vincent's house administrator, and Galveston County Sheriff's Department and will do monthly CJD reports and apply for reimbursement for Galveston County in the CJD system.	$5,552.00	$0.00	$0.00	$0.00	$5,552.00	10

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	$70,448.00	$0.00	$0.00	$0.00	$70,448.00
Personnel	$29,552.00	$0.00	$0.00	$0.00	$29,552.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$100,000.00	$0.00	$0.00	$0.00	$100,000.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: JudgeHenry

AGENDA ITEM #22.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Application___ Award___ Approval Request

Date of Request: 2/18/14		**Department:** Adult Probation			
Grant Agency: Office of the Governor - CJD			**Funding Source:** DC - Drug Courts		
Grant Start Date:	9/1/14	**Program Year:** 2014-2015	**Renewal: Yes** ✓ **No** ___		**Last Billing Date:**
Grant End Date:	8/31/15	**Program End Date:** 8/31/15	**Award/Agreement No:**		
Description:	Adult Drug Court				
Grant Org Key:			**Grant Type: Advance Payment** ___ **Reimbursement** ✓		

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit	$124,950.00	Ø	$124,950
Travel Training	$7,000	Ø	$7,000
Non-Labor	$97,000		$97,000
Indirect/Admin Costs		No Match Required	
Totals:	$228,950.00	Ø	$228,950

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

Approved By:	Date	Signature
Grants Manager:	Cynthia Payne	2/12/14
Director of Finance:		Janis Y Yeaman 2/12/14

Form Number:

COUNTY OF GALVESTON

RESOLUTION

WHEREAS, The County of Galveston finds it in the best interest of the citizens of Galveston County, that the Galveston County Adult Drug Court Program be operated for the FY 2014-2015; and

WHEREAS, Galveston County agrees to provide applicable matching funds for the said project as required by the Adult Drug Court grant application; and

WHEREAS, Galveston County agrees that in the event of loss or misuse of the Criminal Justice Division funds, Galveston County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Galveston County designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Galveston County approves submission of the grant application for the Galveston County Adult Drug Court Program to the Office of the Governor, Criminal Justice Division.

Passed and Approved this 18th day of February, 2014.

_____

Mark Henry, County Judge

_____

Dwight D. Sullivan, County Clerk

Grant Application Confirmation Number: 2520003

Print This Page

Agency Name: Galveston County
Grant/App: 2520003 **Start Date:** 9/1/2014 **End Date:** 8/31/2015

Project Title: Galveston County Adult Drug Court Program
Status: Application Pending AO Certification

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460009081010

Application Eligibility Certify:
Created on:2/7/2014 8:59:30 AM By:Mark Henry

Profile Information

Applicant Agency Name: Galveston County
Project Title: Galveston County Adult Drug Court Program
Division or Unit to Administer the Project: Community Supervision and Corrections Department
Address Line 1: 123 Rosenberg, Suite 4040
Address Line 2:
City/State/Zip: Galveston Texas 77550-1786
Start Date: 9/1/2014
End Date: 8/31/2015

Regional Council of Goverments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Galveston
Counties within Project's Impact Area: Galveston

Grant Officials:
Authorized Official
User Name: Mark Henry
Email: mark.henry@co.galveston.tx.us
Address 1: 722 Moody
Address 1:
City: Galveston, Texas 77550
Phone: 409-766-2244 Other Phone: 409-765-2639
Fax: 409-766-4582
Title: The Honorable
Salutation: Judge

Project Director
User Name: Janis Bane
Email: janis.bane@co.galveston.tx.us
Address 1: 123 Rosenberg, Suite 4040
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5505 Other Phone: 713-819-8006
Fax: 409-770-5530
Title: Ms.
Salutation: Chief

Financial Official
User Name: Randall Rice
Email: Randall.Rice@co.galveston.tx.us
Address 1: 722 Moody Avenue 4th Floor
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5301 Other Phone: 469-534-5988
Fax: 409-765-3252
Title: Mr.
Salutation: Mr.

Grant Writer
User Name: Cindy Pagan
Email: cynthia.pagan@co.galveston.tx.us
Address 1: 722 Moody, Suite 317
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5355 Other Phone:

Fax: 409-766-2539
Title: Ms.
Salutation: Ms.

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide services through a Community Supervision and Corrections Department (CSCD)
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460009081010
Data Universal Numbering System (DUNS): 081507709

Narrative Information

Primary Mission and Purpose

The Specialty Court Program supports projects that provide court-supervised substance abuse treatment as an alternative to traditional criminal sanctions, as defined in Chapter 121 of the Texas Government Code.

Funding Levels
The anticipated funding levels for the Specialty Court program are as follows:

- Minimum Award - $10,000
- Maximum Award – None
- Match Required - None

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Program Requirements

** The requirements for this fund source are subject to change pursuant to actions of the Texas Legislature.*

Preferences
Preference will be given to:

1. mandated drug courts under Texas Government Code, §123.006; and
2. non-mandated drug courts operating in counties with a population of less than 200,000.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to CJD through a formal grant adjustment and to secure CJD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless CJD authorizes otherwise. Program income shall be used to reduce the CJD award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Criminal History Reporting
Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public (DPS) Safety as directed in the *Texas Code of Criminal Procedure, Chapter 60*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Specialty Court Program Requirements

Specialty Court programs that provide court-supervised substance abuse treatment as an alternative to traditional criminal and civil sanctions, as defined in Chapter 121 of the Texas Government Code, must incorporate the essential characteristics of the respective specialty court type established under Chapter 122, 123, 124, or 125 of the Texas Government Code in order to be eligible for funding.

Specialty Court Type

- Adult - Programs serving adults (either pre-adjudication, post-adjudication, or reentry).
- Family - Programs serving parents who enter the specialty court in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.
- Veterans - Programs serving veterans or current members of the United States armed forces, including members of the Reserves, National Guard or State Guard.
- Mental Health - Programs serving individuals who are suspected by a law enforcement agency or court of having a mental illness or mental retardation.

Select the type of drug court that will be operated:
X Adult
_ Veterans
_ Family
_ Mental Health
_ N/A

Will the specialty court accept **DWI offenders**?
Select the appropriate response:
X Yes
_ No
_ N/A

Essential Characteristics
Describe in detail below how your program meets each of the specified essential characteristics:

Adult Specialty Court Program (Including DWI Courts and Reentry Courts)
Integration of Services - The integration between alcohol and other drug treatment services in the processing of cases in the judicial system.

Non-Adversarial Approach – The use of a non-adversarial approach involving prosecutors and defense attorneys to promote public safety and to protect the due process rights of program participants.

Prompt Placement - Early identification and prompt placement of eligible participants in the program

Access - Access to a continuum of alcohol, drug, and other related treatment and rehabilitative services.

Abstinence Monitoring - Monitoring of abstinence through weekly alcohol and other drug testing.

Compliance Strategy - A coordinated strategy to govern program responses to participants' compliance.

Judicial Interaction - Ongoing judicial interaction with program participants.

Evaluation - Monitoring and evaluation of program goals and effectiveness.

Education - Continuing interdisciplinary education to promote effective program planning, implementation, and operations.

Partnerships - Development of partnerships with public agencies and community organizations.

Describe Below:
Integration of Services County. The program has relationships with treatment providers throughout Galveston County and uses a continuum of services from assessment to residential to meet the needs of clients with alcohol and or drug abuse problems. The Judge is involved in planning for the treatment needs of each participant. Non-Adversarial Approach The Drug Court Team consists of representatives from each agency involved in the criminal justice process. The district attorney's office and the defense attorney work together in a non-adversarial way to determine best practices and solutions to issues relating to each individaul drug court participant. Recommendations from treatment providers and probation are considered by the team in reaching decisions affecting the progress of participants through the program. Prompt Placement The Drug Court Team meets weekly to review any applicants for the program. The referrals to the program come from probation personnel, prosecutors and defense attorneys. Once the referral is screened for legal eligibility by the District Attorney's office, appointments with the Drug Court Administrator and treatment professional are arranged to ensure prompt placement of any eligible participant in the program. Access – For Drug Courts: The Drug Court Administrator and the Probation Officer have relationships with a variety of alcohol and drug treatment services. An assessment of needs is completed prior to placement in the drug court program. The Drug Court Team reviews the needs for treatment and determines the best approach to ensure sobriety and successful completion of the program. The initial treatment program may be anywhere on a continuum of services from as restrictive as SAFPF &/or intermediate sanctions facility to supportive outpatient and 12 step groups. The participant will move through the continuum depending on their committment to the program and sobriety. The continuum may go from intensive to supportive and back to intensive as needed. Abstinence Monitoring Maintaining abstinence is necessary for successful completion of the drug court program. Urinalysis testing is utilized through a variety of testing options including onsite screening and multiple panel screens tested by an independent lab. Drug patches are utilized and other devices such as SCRAM and ignition interlock are available depending on the individual needs of the participant. Compliance Strategy The Drug Court team meets weekly to staff the progress of each participant and to monitor the compliance with conditions of supervision and treatment recommendations. During these non-adversarial staffings with the Drug Court Team including the Judge, rewards and sanctions are utilized to encourage compliance and discourage non-compliance with treatment and supervision goals. Judicial Interaction The Drug Court Judge, John Ellisor, meets weekly with the drug court team and with each participant. Judge Ellisor interacts with each program participant encouraging their continued compliance with team goals. The Judge is a leader in the drug court team and communicates this with the participants. The Judge is knowledgeable and impartial and monitors the progress or lack thereof of all participants. Evaluation The Drug Court Administrator maintains statistics regarding referrals to the program and ongoing program data used to track the success of participants. The Drug Court Administrator communicates with the Steering Committee quarterly with updated program data. The Drug Court Administrator also provides program data to an outside evaluator in order to monitor the effectiveness of the program. Education The Steering Committee consists of a variety of stakeholders in the community. The Steering Committee brings their interdiciplinary knowledge to the program and the team. The Drug Court Team members are available to the community providing education about the program and the needs of substance abusing offenders in the community. Partnerships The Drug Court Team members have developed partnerships with treatment providers and social service agencies to meet the needs of the individual particpants. The Steering Committee members represent public agencies and community organizations. As the program progresses, the collaborative process will expand to include other potential partnerships which will further the best interests of the program and its participants.

General Approaches

- Pre-adjudication - The defendant is diverted to the treatment program in lieu of prosecution before charges are filed or before final case.
- Post-adjudication - The drug offender begins the drug court program after entering a plea of guilty or nolo contendere or having been found guilty, often as a condition of probation.
- Reentry - Offenders completing sentences of incarceration or lengthy terms of residential treatment are ordered into the treatment program to facilitate their transitionand reintegration into society.
- Civil - Participants enter the drug court program in relation to suits affecting the parent-child relationship, including child welfare / CPS cases, child support cases, or other civil matters.

Select the **general approach(es)** that best fit this drug court.
Select all that apply:
_ Pre-adjudication
X Post-adjudication
_ Reentry
_ Civil
_ N/A

Observation
The specialty court team (judge, prosecutor, defense counsel, treatment provider, supervision officer, court coordinator, etc.) of a new program must observe at least one specialty court staffing session and hearing, in Texas, prior to program implementation.

Policies and Procedures
The specialty court will develop and maintain written policies and procedures for the operation of the program.

Information Sharing
The applicant will submit a copy of any project evaluations, evaluation plans, recidivism studies, or related reports that are completed during the grant period to CJD.

Program Notice
Unless the following provisions have already been met, pursuant to Section 121.002 (c) (1) of the Texas Government Code, the applicant will submit written notice of the program, any resolution or other official declaration under which the program was established, and a copy of the applicable community justice plan that incorporates duties related to supervision that will be required under the program to the Governor's Criminal Justice Division.

Jurisdiction
Provide the name of the court administering the Specialty Court program *(e.g., 999th Judicial District Court, Somewhere County Criminal Court, or City of Somewhere Municipal Court)*. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply.

122nd Judicial District Court, Galveston County Texas

Specialty Court Start Date
If the Court has commenced operations, provide the date that the Court was established.
Enter the date [mm/dd/yyyy]:
4/1/2012

Presiding Judge
The presiding judge of a specialty court funded through this program must be an active judge holding elective office, an associate judge or magistrate assigned to preside over specialty court, or a retired judge available as a sitting judge.

Enter the name, phone number, and email address of the **Presiding Judge** for the Specialty Court. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply. Applicant must notify CJD with this information when a judge is appointed.
Judge John Ellisor 409-766-2275 john.ellisor@co.galveston.tx.us

Specialty Court Coordinator
Enter the name, phone number and email address of the Specialty Court Coordinator. If this has not been decided enter 'To Be Determined', or enter 'N/A' if this item does not apply. Applicant must notify CJD with this information when a coordinator is appointed.

Note: *The Specialty Court Coordinator usually monitors the operation of the Specialty Court, supervises Specialty Court staff, participates in Specialty Court judicial staff meetings, prepares and oversees Specialty Court contracts with service providers, maintains data on Specialty Court operations, and communicates with legal staff, government officials, social service agencies, and the public regarding matters of the Specialty Court.*
Willie Lacy willie.lacy@co.galveston.tx.us

Federal Funding
Applicant agrees to apply for federal grant funding from the Bureau of Justice Assistance to support operations of the court. Applicant also agrees to notify CJD immediately of any additional state or federal grants or other funds that may become available to support operation of the court. At that time, CJD may deobligate a portion of the funds awarded under this solicitation.

Has the specialty court ever applied for **federal funding**?
Select the appropriate response:

_ Yes
X No
_ N/A

Has the specialty court ever received **federal funding**?
Select the appropriate response:
_ Yes
X No
_ N/A

If you selected **Yes** above, provide the federal award amount, grant period [mm/dd/yyyy to mm/dd/yyyy], and how the funds were used or will be used if the federal grant period overlaps with the grant period for this solicitation.
Enter the federal funding description:

TDSHS - CMBHS Registration
Applicant assures that it is currently registered or will register with the Texas Department of State Health Services (TDSHS) – Clinical Management for Behavioral Health Services (CMBHS) database. Information about registration procedures can be accessed here.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Dffice of Justice Programs.

Enter the Name of the Civil Rights Liaison:
Katherine Branch

Enter the Address for the Civil Rights Liaison:
722 Moody, 3rd floor Galveston, Texas 77550

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:
409-770-5350

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Specialty Court Program Solicitation.
X **I certify to all of the above eligibility requirements.**

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.
Enter your problem statement:
The Galveston County Drug Court program is designed to use the authority of the court to enhance motivation for treatment as a cost-effective way to reduce drug use and criminal behavior in non-violent offenders. In addition to substance and justice problems, the Drug Court program is designed to address co-occuring disorders including emotional, psychiatric, educational, medical or neurological impairments. The Drug Court program will also work with local agencies to guide offenders through the processes of obtaining assistance in family issues, living accommodations, education, on-going counseling, child care, financial assistance, employment and other community issues that will aid the offender in creating a life beneficial to himself, his family and the community.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.
Enter your supporting data:
As of December 31, 2013, the total number of offenders supervised on Community Supervision , was 2B47 persons under direct supervision and 1115 under indirect supervision. A profile of offenders supervised in Galveston County during 2013 shows 791, (approximately 28 %) direct supervision felony offenders, were charged with a drug or alcohol related offense. Revocation data indicates that in 2013, 273 Felony and 150 Misdemeanor probations were revoked. Of that total, 90 of the Felony revocations were offenders supervised for a charge of Possession of a Controlled Substance and 30 revocations were on probation for a Misdemeanor possession charge. Possession of a Controlled Substance offenders had higher revocation rates than any other offense type. Revocations of DWI/DUI offenders included 15 Felony DWI offenders and 27 of Misdemeanor DWI offenders. Misdemeanor DWI offenders had the highest revocation rate of any other offense category. Other offenses which could be related to substance abuse issues include Burglary at 8% of Felony probation revocations. Property offenses such as burglary, theft and stolen vehicle accounted for one third of felony revocations. Assualt charges are also often related to substance abuse and this offense category also had a high revocation rate with 9% of felony revocations and 5% of misdemanor revocations. In summary, drug and alcohol offenses and those typically related to substance abuse, such as property and assaultive crimes have a high revocation rate leading to increased committments to jail and prison and the collateral and financial costs associated with incarceration.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project willl address.

Enter your community planning needs:
The current Galveston County Community Plan addresses substance abuse and drug use issues within the community including, but not limited to, drug use in the home, motor vehicle related fatalities, drug related arrests, and drug related criminal activity. The Plan describes the number of drug related felony arrests as 25 - 30% of the total felony arrests. Substance abuse is addressed in numerous areas of the Galveston County Community Plan and is identified as a priority need in Galveston County.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.
Enter a description for the overall goals and objectives:
The goal of the Galveston County Drug Court Program is to reduce recidivism, improve public safety, reduce costs associated with incarceration and re-arrest and allow the substance abusing offender to return as a productive and successful member of the family, workforce and community overall. The Galveston County Drug Court Program HOPE(Helping Ourselves with Positive Efforts) is designed to use the authority of the Court to enhance motivation for treatment as a cost-effective way to reduce drug use and criminal behavior in non-violent offenders. In addition to substance abuse problems, HOPE is designed to address co-occurring disorders including emotional, psychiatric, educational disabilities, and medical or neurological impairments. HOPE will also work with local agencies to guide offenders through the process of obtaining assistance in family issues, living accommodations, education, on-going counseling, child care, financial assistance, employment and other community issues that will aid offenders in creating a life beneficial to participants, their families, and the community.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available here for your convenience.
Enter your cooperating working agreement(s):
The Galveston County Drug Court program has a signed CWA with the following agencies: Galveston County Commissioner's Court - Commissioner Stephen Holmes Galveston County Community Services Director Galveston County Courts at Law Galveston County Justice Administration Galveston County Criminal District Attorney Galveston County District Courts Galveston County Fianance Deparmtne Galveston County Criminal Defense Bar Galveston County Sheriff's Office Galveston County Veteran Services Office The Gulf Coast Center

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)
Enter your current grant's progress:
The Galveston County Drug Court Program recieved grant funding beginning April 1,2012. During the first months of the recieving the award, policies an procedures were completed and staff were hired. As the Drug Court Team has developed, the program has become very successful and as of January 2013 had a total of 34 participants with 3 successful graduations.

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.
Enter your summary statement for this project:
It is the vision of Galveston County to implement a Drug Court program to enhance motivation for treatment as a cost effective way to reduce drug use and criminal behavior in non-violent offenders. It is our goal to reduce recidivism, improve the safety of our citizens, and reduce cost associated with incarceration and re-arrest by identifying and addressing offenders with substance abuse problems and returning those offenders to society as productive and successful members of this community. The target for this program is adult male and female offenders with a history of substance abuse and/or substance abuse related arrests. As with our Community Plan, Galveston County will work with local agencies to guide these offenders through the process established by the Drug Court to provide the offender with the tools needed to successfully complete this program. The Commissioner's Court of Galveston County approved the following agency and department representatives on the Drug Court Steering Committee in guiding the development and implementation of the Galveston County Drug Court Program. Criminal District Courts County Courts at Law Criminal District Attorney Commissioners' Court Community Supervision and Corrections Department Finance Department Sheriff's Office Criminal Defense Bar Community Services Justice Administrator The Gulf Coast Center Veteran Services Office The Steering Committee is comprised of executive level personnel from participating agencies who initially developed the following: • Members of the Drug Court Team; • Mission statement for the Drug Court Program; • Goals and objectives of the Drug Court Program; • Structure of the Program; • Target population; • Eligibility and disqualification criteria; • Phases of the Drug Court Program; • Sanctions and incentives; • Protocols for supervision, counseling, and drug testing; • Evaluation methods; and • the name of the Program. The ongoing functions of the Steering Committee shall be to continuously update and improve Program policies and procedures, resolve both internal and external disputes affecting the Drug Court Program, appoint new members to the Drug Court Team, and promoting the Drug Court Program concept within the community. The Steering Committee meets on at least a quarterly basis. Meetings of the Steering Committee must be held in a public forum and posted in accordance with Open Meetings requirements. The Drug Court has a designated Court room and office space at the Galveston County Justice Center and hears cases one day a week. Guidelines for our program are included in the policies and procedures approved by the Drug Court Steering Committee. We propose allowing up to 40 offenders at any one time to participate in our Drug Court program. Our program works with various agencies with the skills to help the offenders through the program by providing drug testing, treatment programs, psychiatric evaluation, counseling, educational and employment assistance. This program will provide educational materials for the GED and will pay for the cost of the exam. We expect the average length for a participant to successfully complete the program to be

eighteen months. The Drug Court Team shall be comprised of representatives from each agency involved with carrying out daily casework tasks specific to HOPE. The Team shall meet on a regular basis to formulate effective recommendations to assist the Drug Court Judge in effectively addressing issues relating to each individual Drug Court participant. The Drug Court Team shall be appointed by the Steering Committee and, at a minimum, may consist of the following members or their designees. • Drug Court Judge • Drug Court Administrator • Drug Court Prosecutor • Drug Court Defense Counsel • GCCSCD Supervision Officer • Treatment Provider • Law Enforcement Liaison • Any other agency representative involved in the daily casework of Drug Court participants and approved by the Steering Committee or its designee. The Drug Court Team shall develop guidelines to ensure HDPE efficiently utilizes its resources on those participants with the highest need while avoiding placing participants into the Program who have needs the Court is unable to effectively address. The Drug Court Team, using a non-adversarial staffing process, shall address: • positive and negative participants' behaviors; • sanctions and rewards; • participants' sobriety dates; • participants' graduation dates; and • any other action deemed important by Team members. Each member of the Drug Court Team shall be responsible for providing input on all Drug Court participants in order to help create effective decisions regarding participants' performances. HDPE is designed as a pre- and post-conviction program, prioritizing Galveston County Veterans, and, as such, defendants must meet the following requirements: • have a pending drug or drug-related charge or be on probation or deferred adjudication for one of the eligible charges; • have 2nd or 3rd DWI offenses; • be 17 years of age or older; • be eligible for community supervision; • have drug dependency problems; • be legal residents or citizens of the United States of America and residents of the 2nd Regional Judicial District of Texas; • display willingness to enter HOPE and commitments to long-term sobriety; and be open-mind towards counseling for substance abuse or other related issues; • be willing to enter a residential treatment facility, if recommended; • be willing to commit to minimum 12-month programs; • not have a pending violent offense; • be referred for participation by a District or County Court at Law Judge hearing criminal cases; • agree to complete a pre-plea orientation of HDPE to determine readiness for and commitment to the Program; • have approvals of the District Attorney for participation in the Program; and • if a Veteran, must have an Administrative Discharge, either Honorable, General or Dther than Honorable. HDPE will encompass three phases. Movement from one phase to the other is not automatic and will be determined by Drug Court Team members after review of participants' progress in the Program. Participants in HDPE will be supervised by the Drug Court Team. The Drug Court CSD will provide the Drug Court Program Judge accurate information regarding the progress of participants in the Program as well as address any public safety issues that arise while participants are in the Program. Pro-active supervision will enhance public safety as well as address treatment issues of participants in a timely manner. Time In Phase and Advancement Phase advancement is considered an incentive and should be awarded to participants when they deserve such an incentive. Phase advancements will be awarded based upon the listed phase advancement criteria. The decision on advancement rests with the Drug Court Team. The Drug Court CSD makes the recommendation for advancement. Participants will qualify for graduation from the Program by completing the following: • No positive urine sample results for at least 90 consecutive days. • No unexcused absences from urinalysis testing for at least 90 consecutive days. • No unexcused absences from scheduled services for at least 90 consecutive days. • Employed or making appropriate progress toward educational or vocational goals. • Maintain verifiable sponsors. • Continue support group attendance as directed. • Complete GED courses, if appropriate. • Complete Case Management Journals. • Pay in full all Drug Court Program fees. • Fulfill treatment plan goals.

Project Activities Information

Specialty Courts

Does your project have a Steering Committee that helps direct and enhance your court's operations?
X Yes
_ No
_ N/A

List the members of your project's treatment team and describe their role in supporting the participants.
Grace Edwards, Gulf Coast Center, provides assessments and individual and group counseling to participants. She is a member of the Drug Court Team and meets at least weekly with probation personnel. Galveston County CSCD substance about contract providers are also available to the drug court particpants and are listed below.
Provide the average caseload size for a full-time case manager/probation officer assigned to this project.
When the Drug Court is at capacity, it is expected the probation officer will have 40 cases assigned.
Provide your project's policy on drug testing participants.
Participants entering the program will submit a urine sample at each office visit and court appearance until they have been determined to be abstinent for 30 consecutive days. Participants must phone the Random Urine Sample Phone System as directed. After a 30-day period of abstinence, urine samples can be collected once weekly.
Describe the process you will use to determine your project's effectiveness.
The Drug Court Administrator shall provide an annual review at the end of each fiscal year (September 1 through August 314). The Drug Court Adminstrator shall also track thr recidivism rate of all drug court graduates at one year, two years, and three years from the date their graduation. The recidivism rates will be determined by obtaining a criminal history on all graduates and determining if any new offenses have been committed. The recidivism rate will be communicated to the Drug Court Steering Committee. THe Drug Court Administrator shall continuously review the evaluation methods to determine more efficient means to measure program efficiency. The GCCSCD shall report the SID number for all graduates as part of the end of year progress report to the Public Policy Research Intitute as Texas A & M University.
Provide the total cost for operating your project during the previous fiscal year. (This should include all salaries, travel, counseling, treatment services, office supplies, etc.)
177500

List the sources and amounts of non-CJD funding used to support this project during the previous fiscal year. (This may include local or state funds and any other charges to participants.)
N/A

List the treatment resources used for this project (e.g., ATR, TAIP, in-house, etc.).
Gulf Coast Center Pathway to Recovery intensive outpatient and residential ADA Women't Center residential and outpatient Santa Marie Hotel Residential state funded ISF Bay Area Recovery.
Provide the total fees collected in your county during the most recently completed fiscal year, in accordance with Chapter 102.0178, Code of Criminal Procedure, for offenses found in Chapter 49, Penal Code (DWI) and Chapter 481, Health and Safety Code (controlled substances). Note: The party responsible for collecting court assessed fees in your county may be the treasurer, county clerk, or district clerk.
43152

Of the fees collected in your county, provide the amount that was directed to your project.
0

Describe how your project used those fees.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Specialty Court - Adult	100.00	The Drug Court Administrator accepts referrals from Judges, District Attorneys, Probation personnel, defense attorneys and other sources. The DC Administrator arranges for assessments from treatment provider and other drug court team members as needed. The Drug Court Administrator and Probation Officer convene weekly meetings to staff each drug court participant's status. The staffings involve determining the need for incentives or sanctions and progression in phases system. Meetings with the Drug Court Team members are held regularly to review referrals and assessment results for potential participants. Supervision of participants including field visits, collateral contacts, and treatment providers and response to compliance or non-compliance. Provide services for high risk substance abusing probationers in need of the most intensive community based treatment including a non-adversarial setting, judicial monitoring and appropriate substance abuse treatment.

Geographic Area:
Galveston County

Target Audience:
Adult offenders with substance abuse/drug related offense behavior.

Gender:
Male and Female

Ages:
17 years and older

Special Characteristics:
Criteria for this program is aimed at offenders with a history of substance abuse/drug related arrests . • have a pending drug or drug-related charge or be on probation or deferred adjudication for one of the eligible charges; • have 2nd or 3rd DWI offenses; • be eligible for community supervision; • have drug dependency problems; • be legal residents or citizens of the United States of America and residents of the 2nd Regional Judicial District of Texas; • display willingness to enter HOPE and commitments to long-term sobriety; and be open-mind towards counseling for substance abuse or other related issues; • be willing to enter a residential treatment facility, if recommended; • be willing to commit to minimum 12-month programs; • not have a pending violent offense; • be referred for participation by a District or County Court at Law Judge hearing criminal cases; • agree to complete a pre-plea orientation of HOPE

Measures Information

Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of new enrollments in the program.	23	15
Number of participants in the program. ("Participants" should include the number in the program at the beginning of the reporting period plus the number of enrollments - example: total number served.)	36	15
Number of people assessed for eligibility to participate in the program.	93	40

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of participants employed or enrolled in school at time of specialty court graduation (part time or full time).	3	10
Number of participants that earn a GED, high school diploma, or vocational training credential while in the program.	0	3
Number of participants that successfully complete the program.	3	8

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL

Certification and Assurances

Each applicant must click on this link to review the standard Certification and Assurances.

Resolution from Governing Body

Applications from local units of governments and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

X Yes
_ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

The Drug Court Adminstrator will monitor progress reports and perform regular monitoring visits to contract providers utilized by the Drug Court participants.

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Note: *Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.*

Select the Appropriate Response:

_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2014

Enter the End Date [mm/dd/yyyy]:

9/30/2015

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount ($) of Federal Grant Funds:

10036052

Enter the amount ($) of State Grant Funds:

977051

Single Audit

Has the applicant agency expended federal grant funding of $500,000 or more, or state grant funding of $500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

_ Yes
X No

Note: *Applicants who expend less than $500,000 in federal grant funding or less than $500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.*

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than $25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of $25,000 or more, but less than $500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEDP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEDP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Dffice of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:
Katherine Branch 722 Moody, 3rd floor, Galveston, Texas, 77550

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:
Select the appropriate response:
_ Type I Entity
X Type II Entity
_ Type III Entity

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.
Enter the debarment justification:

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).
Select the appropriate response:

_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?
Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?
Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.
Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?
Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?
Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?
Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.
Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.
Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?
Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?
Select the appropriate response:

_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Contractual and Professional Services	Attorney	One contract attorney to serve as a member of the Drug Court Team and represent participants' rights.	$12,000.00	$0.00	$0.00	$0.00	$12,000.00	0
Contractual and Professional Services	Drug Analysis or Employee Drug Testing Services	Drug testing supplies, labs, patches, SCRAM, hair folicle tests.	$12,000.00	$0.00	$0.00	$0.00	$12,000.00	0
Travel and Training	In-State Incidentals and/or Mileage	Mileage for field visits to participants' homes, work, programs.	$2,000.00	$0.00	$0.00	$0.00	$2,000.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Training and education-related fees.	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Personnel	Manager	Drug Court Program Administrator is responsible for coordinating activities related to this program. This position will manage referrals, intakes, dockets, evaluations and be a Drug Court Team member.	$66,790.50	$0.00	$0.00	$0.00	$66,790.50	100
Travel and Training	Out-of-State Registration Fees, Training, and/or Travel	Training and education	$2,500.00	$0.00	$0.00	$0.00	$2,500.00	0
Personnel	Probation Officer	Probation supervision officer for 40 participants.	$58,159.50	$0.00	$0.00	$0.00	$58,159.50	100
Contractual and Professional Services	Security and Monitoring Services	Drug Court Law Enforcement Officer will be responsible for conducting field visits on participants.	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	0
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Substance abuse case management, assessment, counseling, referrals to treatment and Drug Court Team member.	$65,000.00	$0.00	$0.00	$0.00	$65,000.00	0
Contractual and Professional Services	Substance Abuse-Related Case Management, Counseling, Outpatient, and/or Treatment Services	Supportive transitional housing for temporary homeless participants	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	$97,000.00	$0.00	$0.00	$0.00	$97,000.00
Personnel	$124,950.00	$0.00	$0.00	$0.00	$124,950.00
Travel and Training	$7,000.00	$0.00	$0.00	$0.00	$7,000.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$228,950.00	$0.00	$0.00	$0.00	$228,950.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name:** JudgeHenry

AGENDA ITEM #23.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Application ✓ Award ___ Approval Request

Date of Request: 2/12/14		**Department:** DA's Office			
Grant Agency: Office of the Gov. CJD			**Funding Source:** Victim's Assistance		
Grant Start Date:	9/1/14	**Program Year:** 2014-2015	**Renewal: Yes** ✓ **No** ___	**Last Billing Date:**	
Grant End Date:	8/31/15	**Program End Date:** 8/31/15	**Award/Agreement No:**		
Description:	Provides for the Victim's Assistance Coord.				
Grant Org Key:			**Grant Type: Advance Payment** ___ **Reimbursement** ✓		

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit	$42,036.54	$9,607.31	$57,643.85
Non-Labor			
Indirect/Admin Costs			
Totals:	$42,036.54	$9,607.31	$57,643.85

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

Allocated Match $10,917.40

2014 Adopted Budget

Form Number:

Approved By: **Date** **Signature**

Grants Manager: Cynthia Payne 2/12/14

Director of Finance: Jenni Y Yeaw 2/12/14

COUNTY OF GALVESTON

RESOLUTION

WHEREAS, The County of Galveston finds it in the best interest of the citizens of Galveston County, that the Victims Assistance Coordinator program be operated for the FY 2014-2015; and

WHEREAS, Galveston County agrees to provide applicable matching funds for the said project as required by the Victims of Crime Act Formula Grant program application; and

WHEREAS, Galveston County agrees that in the event of loss or misuse of the Criminal Justice Division funds, Galveston County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Galveston County designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Galveston County approves submission of the grant application for the Victims Assistance Coordinator program of the Office of the Governor, Criminal Justice Division.

Pass and Approved this the 18th day of February, 2014.

_____

Mark Henry, County Judge

_____

Dwight D. Sullivan, County Clerk

Grant Application Confirmation Number: 2550003

Print This Page

Agency Name: Galveston County
Grant/App: 2550003 **Start Date:** 9/1/2014 **End Date:** 8/30/2015

Project Title: Victims Assistance Coordinator
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460009081010

Application Eligibility Certify:
Created on:2/3/2014 1:42:16 PM By:Mark Henry

Profile Information

Applicant Agency Name: Galveston County
Project Title: Victims Assistance Coordinator
Division or Unit to Administer the Project: Galveston County Criminal District Attorney's Office
Address Line 1: 600 59th Street, Suite 1001
Address Line 2: P.O. Box 17254
City/State/Zip: Galveston Texas 77551-4179
Start Date: 9/1/2014
End Date: 8/30/2015

Regional Council of Goverments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Galveston
Counties within Project's Impact Area: Galveston

Grant Officials:
Authorized Official
User Name: Mark Henry
Email: mark.henry@co.galveston.tx.us
Address 1: 722 Moody
Address 1:
City: Galveston, Texas 77550
Phone: 409-766-2244 Other Phone: 409-765-2639
Fax: 409-766-4582
Title: The Honorable
Salutation: Judge

Project Director
User Name: Jack Roady
Email: jack.roady@co.galveston.tx.us
Address 1: 600 59th Street
Address 1: Suite 1001
City: Galveston, Texas 77551
Phone: 409-766-2354 Other Phone: 409-766-2353
Fax: 409-765-3230
Title: Mr.
Salutation: Mr.

Financial Official
User Name: Randall Rice
Email: Randall.Rice@co.galveston.tx.us
Address 1: 722 Moody Avenue 4th Floor
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5301 Other Phone: 469-534-5988
Fax: 409-765-3252
Title: Mr.
Salutation: Mr.

Grant Writer
User Name: Cindy Pagan
Email: cynthia.pagan@co.galveston.tx.us
Address 1: 722 Moody, Suite 317
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5355 Other Phone:

Fax: 409-766-2539
Title: Ms.
Salutation: Ms.

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide direct services to victims only
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460009081010
Data Universal Numbering System (DUNS): 081507709

Narrative Information

Primary Mission and Purpose

The purpose of this program is to provide services and assistance directly to victims of crime to speed their recovery and aid them through the criminal justice process. Services may include the following:

- responding to the emotional and physical needs of crime victims;
- assisting victims in stabilizing their lives after a victimization;
- assisting victims to understand and participate in the criminal justice system; and
- providing victims with safety and security.

Funding Levels
The anticipated funding levels for these programs are as follows:

- Minimum Award - $5,000
- Maximum Award – None
- Grantees, other than Native American Tribes, must provide matching funds of at least twenty percent (20%) of total project expenditures. Native American Tribes may be required to provide a five percent (5%) match. This requirement may be met through either cash or in-kind contributions or a combination of both.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Program Requirements

Preferences
Preference will be given to applicants that provide core services to victims and that promote comprehensive victim restoration while incorporating an emphasis on cultural competency in underserved populations. Applicants are also strongly encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

Criminal History Reporting
Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public (DPS) Safety as directed in the *Texas Code of Criminal Procedure, Chapter 60*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Program Emphasis
Applicant agrees to implement comprehensive strategies that are sensitive to the concerns and safety of the victims and hold offenders accountable for their crimes. Applicants must indicate the percentage of their project that benefits Victim Services, Law Enforcement, Prosecution, Courts or other areas. Program emphasis decisions should be made based on the beneficiary of the funded activities. For example, a victim services coalition who provides training to police throughout the state would fall under the "law enforcement" category because the training is to benefit law enforcement.

Indicate the percentage (%) of your project that benefits:

Victim Services – any nonprofit, nongovernmental organization that assists victims.
100

Law Enforcement – any public agency charged with policing functions.
0

Prosecution – any public agency charged with direct responsibility for prosecuting criminal offenders.
0

Court – any civil or criminal court system.
0

Other – any initiative that indirectly affects victims (ex., developing protocols and procedures).

0

Culturally Competent Victim Restoration
Provide information in this section regarding how your organization is culturally competent when providing services to victims. Here are some guidelines to follow: Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.
The following core elements will be utilized in forming the foundation of enhanced response to crime victims: a). Enhance victim response strategies as a priority during intake, screening and follow-up procedures to improve victim participation in the criminal justice process b). Collaborate with local victim service programs and other community partners such as the Resource and Crisis Center; The Jessie Tree, St Vincent's House, The Advocacy Center for Children; CPS, APS, Family Crisis Shelter, Senior Aide Programs as well as a mental health component of the following agencies; Innovative Alternatives, Family Service Center of Galveston County, MHMR, and Resolve, Inc for at risk youth. c.) We have incorporated standard multi-lingual materials and brochures to improve accessibility to the criminal justice system for underserved populations.

Culturally Specific and Underserved Populations
UNDERSERVED POPULATIDNS - The term 'underserved populations' means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.

CULTURALLY SPECIFIC - The term 'culturally specific' means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u-6(g)).

The term 'racial and ethnic minority group' means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.

The term 'Hispanic' means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization must provide culturally competent services designed to meet the specific needs of the target population in order to justify a **YES** response in the section below.
Does your agency serve culturally specific or underserved populations?
X Yes
_ No

If you answered **YES** to the question above you must explain how in the box below.
1. Translating standard materials already in use such as brochures and multilingual forms to improve accessibility to the criminal justice system. 2. ** Improve coordination with community-based organizations to identify strategies to improve trust of the justice by members of their respective communities. 3. Cultural Awareness and Sensitivity training 4. Work in cooperation with diverse community leaders and organization to identify specific issues or service gaps for culturally diverse populations. (**When minority populations do not speak English or understand the American culture or justice system, often they will not or cannot report crimes or effectively cooperated with attorneys prosecuting crimes.)
Victim Referral Process
Describe how victims are referred to your agency:
Crime victims are referred to out agency through direct and indirect referrals. The Victim Assistance Unit under the supervision of the Galveston County Criminal District Attorney's Office (GCCDA) ensures that victims within the Galveston County jurisdiciion are granted rights entitled to them under the Texas statute and Victims Bill of Rights. Dur agency receives referrals for all types of crime victims from local law enforcement agencies, school campuses, Children and Adult Protective Services, local area hospitals and any other agencies providing crisis intervention services in Galveston County. In addition, many victims come to our agency as "walk-in" referrals from friends or family members who have had prior contact with the disctrict attorney's office either as a crime victim or witness.

Services to Victims of Crime
Applicant agrees to provide services to victims of crime which include: responding to the emotional and physical needs of crime victims; assisting victims in stabilizing their lives after victimization; assisting victims to understand and participate in the criminal justice system; and providing victims with safety and security.

Effective Services
Applicant must demonstrate a record of providing effective services to crime victims. If the applicant cannot yet demonstrate a record of providing effective services, the applicant must demonstrate that at least 25 percent of its financial support comes from non-federal sources.

Volunteers
Applicant agrees to use volunteers to support either the project or agency-wide services, unless CJD determines that a compelling reason exists to waive this requirement.

Community Efforts
Applicant agrees to promote community efforts to aid crime victims. Applicants should promote, within the community, coordinated public and private efforts to aid crime victims. Coordination efforts qualify an organization to receive these funds, but are not activities that can be supported with these funds.

Crime Victims' Compensation
Applicant agrees to assist crime victims in applying for crime victims' compensation benefits.

Records
Applicant agrees to maintain daily time and attendance records specifying the time devoted to allowable victim services.

Civil Rights Information
Applicant agrees to maintain statutorily required civil rights statistics on victims served by race, national origin, sex, age, and disability of victims served, within the timeframe established by CJD. This requirement is waived when providing services, such as telephone counseling, where soliciting the information may be inappropriate or offensive to the crime victim.

Victims of Federal Crime
Applicant agrees to provide equal services to victims of federal crime. (Note: Victim of federal crime is a victim of an offense that violates a federal criminal statute or regulation; federal crimes also include crimes that occur in an area where the federal government has jurisdiction, such as Indian reservations, some national parks, some federal buildings, and military installations.)

No Charge
Applicant agrees to provide grant-funded services at no charge to victims of crime. Applicants are also prohibited from billing Crime Victims Compensation, private insurance, Medicaid, or Medicare for services provided using VDCA funds.

Confidentiality
Applicant agrees to maintain the confidentiality of client-counselor information and research data, as required by state and federal law.

Discrimination
Applicant agrees not to discriminate against victims because they disagree with the State's prosecution of the criminal case.

Forensic Medical Examination Payments
Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 96 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. The evidence collection portion of the exam is to be paid by law enforcement per state law. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

Protection Orders
Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

Nondisclosure of Confidential or Private Information
Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary will be taken to protect the privacy and safety of the persons affected by the release of information.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Dffice of Justice Programs.

Enter the Name of the Civil Rights Liaison:
Katherine Branch

Enter the Address for the Civil Rights Liaison:

722 Moody, 3rd Floor Galveston, Texas 77550

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:

409-770-5352

Certification

Each applicant agency must certify to the specific criteria detailed above under **Program Requirements** to be eligible for General Victim Assistance - Direct Services Program Solicitations.
X **I certify to all of the above eligibility requirements.**

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.
Enter your problem statement:
The Galveston County Criminal District Attorney's Office will continue to identify and address gaps in services that create barriers to serving different racial, ethnic, or social classes and enhance efforts to improve the legal system response to the needs of victims of crime.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.
Enter your supporting data:
The nature and extent of this problem has been verified by crime data from local police departments reported to Texas Department of Public Safety Crime Index Reports. The geographical service area is Galveston County, with a population of 300,484. 2013 Census Data to date estimates reflect the following population percentages in Galveston County, Texas: White (80.6%) Black (12.3%) Hispanic/Latin origin (38.2%) American Indian (0.8%) Asian (4.2%) Persons reporting two or more races (1.8%) During the first five (5) months of report time-frame beginning September 1, 2013 through January 31, 2014, this position served 426 Anglo victims; 183 Black; 142 Hispanic; 07 Asian/Pacific Islander; 02 American Indian/Native Alaskan; and over 67 other ethnic group or origin. Total number of primary victims served by this position year to date were 827 crime victims which includes all forms of service. During the 2013-2014 fiscal year thus far, program staff assisted victims with 52 Protective Orders, 204 Follow-up contacts, 503 victims with information regarding Crime Victims'Compensation and 117 victims with completing CVC and Victim Impact applications, 68 victims were accompanied during court proceedings, 67 with Victim/Personal Advocacy and 221 victims with Legal Advocacy services.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project willl address.
Enter your community planning needs:
(Page 16) Identified Problem Data Collection Survivors of other violent crimes Incidents involving 533 confirmed cases of elder abuse in 2012 in Galveston County; (Page 17) 54 cases of sexual assaults; (Page 18) 2,115 cases of family violence that were reported to Galveston County law enforcement agencies in 2012; survivors of other violent crimes in Texas include: 1,144 of murders in Texas, 2012: (Page 20) Arrests for aggravated assaults in Texas, 2012: 22,155, arrests in Texas for rape: 1,822. Victims of these violent crimes, if they survive, face a difficult road to recovery that is sometimes marred by insensitivity and/or a lack of sufficient services at all levels of the public and private sectors. Family members face a difficult recovery as well. Death of a loved one by violence is painful, unexpected and often senseless. As in all types of crises, survivors experience their loss in a variety of ways, but violent death always produces deep and bitter grief. The Galveston County Sheriff's Office and Commissioners Court adopted the Texas VINE Program (Victim Information and Notification Everyday) in 2004. The state-funded program provides information to victims about their offenders, including release dates, transfers to other facilities, and court dates. It is designed to give comfort and reassurance to victims and to prevent them from being victimized again.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.
Enter a description for the overall goals and objectives:
The goal of this project is to enable all victims of crime access to the legal/judicial system in a more efficient manner, to create a comprehensive flow of services for crime victims through agency collaborations and community networks which will decrease the immediate and long-term effects of trauma initiated by the impact of crime. Our main objective will be to reach as many underserved populations as possible with outreach efforts and community collaborations.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available here for your convenience.
Enter your cooperating working agreement(s):
We currently have Cooperative Working Agreements with the following agencies to assist victims of domestic and sexual assault: The Resource and Crisis Center of Galveston County shelters hundreds of women and children (and occasionally, men) throughout the year, and through coordination of the Galveston County Sexual Assault Response Team (SART) sexual assault survivors are provided crisis services and follow-up support to ensure survivors of sexual abuse heal through a comprehensive recovery process. The Advocacy Center for Children of Galveston County collaborates with our office to engage in a multidisciplinary team approach towards the investigation of child sexual abuse to provide a professional, compassionate and coordinated approach to abused children and their families during the criminal

justice process. We more recently signed CWA's with Innovative Alternatives and Family Service Center to make reciprocal referrals for counseling and/or therapy for the best interest of the victim to assist their emotional recovery as well as promote successful outcomes for prosecution of criminal cases involving the victim.

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)

Enter your current grant's progress:

Projections for the 2013 - 2014 grant year have met at least 75% or more of their target projections for the report time-frame of 9/1/13 through 1/31/14 for all categories. Emergency Protective Orders, continue to be initiated by local police departments, which provides security and protection for domestic violence and sexual assault and child abuse victims.

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.

Enter your summary statement for this project:

It has been proven through successful outcomes that victims cooperate better with the criminal justice system if they have received information and education about their options, their rights and follow-up support after the initial crisis stage. Unless remedial services are rendered, most victims are less likely to follow through with the criminal justice processes due to their lack of understanding or intimidation of the justice system. These statistics were compiled from the first five (5) months of report time frame September 1, 2013 through January 31, 2014: the Victim Assistance Coordinator's position served 426 Anglo victims; 183 Black; 142 Hispanic; 07 Asian/Pacific Islander; 02 American Indian/Native Alaskan; and over 67 other ethnic group or origin. Total number of primary victims served by this position year to date were 827 crime victims which includes all forms of service. During the 2013-2014 fiscal year thus far, program staff assisted victims with 52 Protective Orders, 204 Follow-up contacts, 503 victims with information regarding Crime Victims'Compensation and 117 victims with completing CVC and Victim Impact applications, 68 victims were accompanied during court proceedings, 67 with Victim/Personal Advocacy and 221 victims with Legal Advocacy services. These statistics includes all forms of service. The goal of this project is to educate victims on the processes of the criminal justice system and victim's rights, assist victims in obtaining personal and system advocacy services, as well as accessing social service remedies that will lessen the traumatic experience of victimization and provide the necessary tools for victims to recover. This project will serve victims of all ages, races, disabilities and is not gender specific. The Victim Assistance Coordinator will assist victims with preparing and understanding the Victim Impact Statements, crime victim's compensation and ensure victims are fully informed of all their mandated rights as set out by state statute and policy; keep victims informed of relevant court proceedings, pre-trial and case updates; assist victims in establishing restitution totals; criminal justice accompaniment ; assist in filing for Emergency Protective Orders and permanent protective orders; assist prosecutors with victim advocacy during client interviews, meetings with victims; witnesses and/or their families; contact direct service agencies on behalf of victims performing system advocacy; and explain to victims the different elements and stages of the trial, sentencing and the parole process.

Project Activities Information

Type of Crime Victim

Select the type(s) of crime victim this project targets and provide the percentage of time dedicated to serving each category of crime victim. You may select more than one type; however, the sum of the percentages may not exceed 100%.

Sexual Assault Percentage (%):

5

Domestic Abuse Percentage (%):

30

Child Abuse Percentage (%):

3

DUI / DWI Crashes Percentage (%):

2

Survivors of Homicide Percentage (%):

10

Assault Percentage (%):

25

Adults Molested as Children Percentage (%):

1

Elder Abuse Percentage (%):

4

Robbery Percentage (%):
15

Stalking Percentage (%):
3

Dating/Acquaintance Violence Percentage (%):
1

Human Trafficking Percentage (%):
1

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Crisis Services	25.00	The Victim Assistance Coordinator will assist victims seeking safety and legal remedies by referrals to safehouses; protective orders, crisis counseling, lethality assessments, and emergency awards for funeral assistance through Crime Victims' Compensation fund.
Legal Advocacy	50.00	The need to provide assistance to victims immediately after the initial impact of crime is vital for healing and recovery of crime victims. Advocacy and support also encourages victim cooperation through the justice process. This project will assist victims to understand the legal system, and ensure they are fully informed of all their mandated rights as set forth by state statute and agency policy from the onset of the criminal case through disposition.. The Victim Assistance Coordinator will keep victims informed of relevant court proceedings; pre-trial and case updates; assist victims in establishing restitution totals; court accompaniment; assist in filing for Emergency Protective Orders and crime victims' compensation. Meet with victims and/or their families, contact direct service agencies on their behalf and explaining to victims the different elements of sentencing, probation and the parole process.
Protective Drder Assistance	25.00	Assist victims of family, dating and sexual violence obtain Emergency Protective Drders while the offender is incarcerated, and provide referrals sources for more long term legal remedies from advocacy or direct service agencies that assist with two (2) year or longer protective orders.

Geographic Area:
Galveston County, Texas

Target Audience:
This project will serve all victims and survivors of Misdemeanor, Juvenile and Felony Offenses that reside in Galveston County. This project will provide services to victims of all ages, gender, ethnic backgrounds as well as address specific needs to diverse cultures and the disabled.

Gender:
This project will serve men, women and children who are crime victims.

Ages:
All ages

Special Characteristics:
All races and ethnic groups

Measures Information

Progress Reporting Requirements

Outcomes Reported to Texas A&M University, Public Policy Research Institute (PPRI):

In addition to the measures listed below, all programs will be required to report the number of victims/survivors who returned to the agency as a result of a new victimization either by the same perpetrator or a new perpetrator. Note: This does not include victims returning to your agency to continue their treatment. This measure will be used to measure the efficacy of the services provided in the restoration of the victim to full mental, physical, and emotional health.

Objective Dutput Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of times survivors are accompanied to court.	68	85

Number of final protective orders requested.	4	6
Number of temporary protective orders requested.	99	175
Number of victims seeking services who were not served.	0	0
Number of victims / survivors seeking services who were served.	827	925
Number of survivors assisted through the legal process.	562	675
Number of survivors assisted with crime victim compensation applications.	503	650
Number of survivors receiving crisis counseling.	733	950
Number of survivors receiving information and / or referral (in person / by phone).	827	1025

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of final protective orders granted / obtained.	3	6
Number of temporary protective orders granted / obtained.	48	60

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL

Certification and Assurances

Each applicant must click on this link to review the standard Certification and Assurances.

Resolution from Governing Body

Applications from local units of governments and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

_ Yes
X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2014

Enter the End Date [mm/dd/yyyy]:

9/30/2015

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount ($) of Federal Grant Funds:

10036052

Enter the amount ($) of State Grant Funds:

977051

Single Audit

Has the applicant agency expended federal grant funding of $500,000 or more, or state grant funding of $500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

X Yes
_ No

Note: *Applicants who expend less than $500,000 in federal grant funding or less than $500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.*

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the date of your last annual single audit:

9/30/2012

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than $25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of $25,000 or more, but less than $500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEDP and keep it on file.

- The applicant agency is required to formulate an EEDP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEDP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEDP is filed:
Katherine Branch 722 Moody, 3rd floor Galveston, Texas 77550

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Dffice for Civil Rights, Dffice of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:
Select the appropriate response:
_ Type I Entity
X Type II Entity
_ Type III Entity

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.
Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?
_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?
_ Yes
X No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation ($):
0

Position 2 - Name:

Position 2 - Total Compensation ($):
0

Position 3 - Name:

Position 3 - Total Compensation ($):
0

Position 4 - Name:

Position 4 - Total Compensation ($):
0

Position 5 - Name:

Position 5 - Total Compensation ($):
0

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).
Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?
Select the appropriate response:

_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?

Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?

Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?

Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.

Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?
_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?

Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?

Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.

Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Manager	The Victim Assistance Liaison will assist victims with preparing and understanding the Victim Impact Statements and crime victim's compensation. They will ensure victims are fully informed of all of their mandated rights as set out by state statute and policy; keep victims informed of relevant court proceedings, pre-trial, and case updates; assist victims in establishing restitution totals; criminal justice accompaniment; assist in filing for Emergency Protective Orders; assist prosecutors with victim advocacy during client interviews, meetings with victims and/or their families; contact direct service agencies on behalf of victims performing system advocacy; explain to victims the different elements and stages of the trial, sentencing and the parole process.	$48,036.54	$9,607.31	$0.00	$0.00	$57,643.85	100

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
Galveston County DA's Budget	Cash Match	$9,607.31

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$9,607.31	$9,607.31	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	$48,036.54	$9,607.31	$0.00	$0.00	$57,643.85

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL

$48,036.54	$9,607.31	$0.00	$0.00	$57,643.85

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: JudgeHenry

AGENDA ITEM #24.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Application ✓ Award ___ Approval Request

Date of Request: 2/18/14		**Department:** DA's office		
Grant Agency: Office of the Governor - CJD			**Funding Source:** Justice Assistance Grant	
Grant Start Date:	9/1/14	**Program Year:** 2014-2015	**Renewal: Yes ___ No ✓**	**Last Billing Date:**
Grant End Date:	8/31/15	**Program End Date:** 8/31/15	**Award/Agreement No:**	
Description:	Provides for a full time attorney to handle protective orders, and support staff to expedite victims access to justice via protective order.			
Grant Org Key:			**Grant Type: Advance Payment ___ Reimbursement ✓**	

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit	$ 88,286	0	$ 88,286
Non-Labor	$ 8,500	0	$ 8,500
Indirect/Admin Costs			
Totals:	$ 96,786.00	0	$ 96,786

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

Approved By: Date Signature

Grants Manager: Cynth Paza 2/12/14

Director of Finance: Denise Y Yeamd 2/12/2014

Form Number:

COUNTY OF GALVESTON

RESOLUTION

WHEREAS, The County of Galveston finds it in the best interest of the citizens of Galveston County, that the Protective Order Personnel Project be operated for the FY 2014-2015; and

WHEREAS, Galveston County agrees that in the event of loss or misuse of the Criminal Justice Division funds, Galveston County assures that the funds will be returned to the Criminal Justice Division in full.

WHEREAS, Galveston County designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Galveston County approves submission of the grant application for the Protective Order Personnel Project to the Office of the Governor, Criminal Justice Division.

Passed and Approved this 18th day of February, 2014.

_____

Mark Henry, County Judge

_____

Dwight D. Sullivan, County Clerk

Grant Application Confirmation Number: 2796601

Print This Page

Agency Name: Galveston County District Attorney Office
Grant/App: 2796601 **Start Date:** 9/1/2014 **End Date:** 8/31/2015

Project Title: Protective Order Personnel
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
746000908

Application Eligibility Certify:
Created on:2/7/2014 10:14:28 AM By:Cindy Pagan

Profile Information

Applicant Agency Name: Galveston County District Attorney Office
Project Title: Protective Order Personnel
Division or Unit to Administer the Project:
Address Line 1: 600 59th Street, Suite 1001
Address Line 2:
City/State/Zip: Galveston Texas 77551-
Start Date: 9/1/2014
End Date: 8/31/2015

Regional Council of Goverments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Galveston
Counties within Project's Impact Area: Galveston

Grant Officials:
Authorized Official
User Name: Mark Henry
Email: mark.henry@co.galveston.tx.us
Address 1: 722 Moody
Address 1:
City: Galveston, Texas 77550
Phone: 409-766-2244 Other Phone: 409-765-2639
Fax: 409-766-4582
Title: The Honorable
Salutation: Judge

Project Director
User Name: Jack Roady
Email: jack.roady@co.galveston.tx.us
Address 1: 600 59th Street
Address 1: Suite 1001
City: Galveston, Texas 77551
Phone: 409-766-2354 Other Phone: 409-766-2353
Fax: 409-765-3230
Title: Mr.
Salutation: Mr.

Financial Official
User Name: Randall Rice
Email: Randall.Rice@co.galveston.tx.us
Address 1: 722 Moody Avenue 4th Floor
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5301 Other Phone: 469-534-5988
Fax: 409-765-3252
Title: Mr.
Salutation: Mr.

Grant Writer
User Name: Cindy Pagan
Email: cynthia.pagan@co.galveston.tx.us
Address 1: 722 Moody, Suite 317
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5355 Other Phone:

Fax: 409-766-2539
Title: Ms.
Salutation: Ms.

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide services to all others
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 746000908
Data Universal Numbering System (DUNS):

Narrative Information

Primary Mission and Purpose

The purpose of the Edward Byrne Justice Assistance Formula Grant (JAG) Program is to prevent and control crime and make improvements to the criminal justice system.

Funding Levels
The anticipated funding levels for the JAG program are as follows:
- Minimum Award - $10,000
- Maximum Award – None
- Match Required - None

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Program Requirements

Purpose Areas
Applicant assures that its proposed project meets at least one of the following Purpose Areas to be eligible for funding:

Law Enforcement - Supports state and local law enforcement agencies that address violent crime or statistically supported major crime initiatives at the local level.

Prosecution and Court - Programs that improve the prosecution of serious and violent crimes, including those that reduce the time from arrest to disposition.

Technology – Programs that implement or expand a law enforcement agency's ability to report and analyze crime. Applicant assures that any criminal intelligence databases developed under this program will comply with 28 CFR Part 23.

Corrections and Community Corrections – Programs that reintegrate adults and juveniles into the community.

Drug Treatment – Programs that target substance abuse treatment for juveniles or adults who have been court ordered to participate, including drug courts and projects that serve as alternatives to incarceration.

Priorities
Select the priority(ies) applicable to your project and then describe how the project supports the selected priority(ies).

Crime Data - Enhancements to records management systems to allow local law enforcement to contribute appropriate data: a) to the National Data Exchange (N-DEx) through the Texas Data Exchange (TDEx) application hosted by the Texas Department of Public Safety (DPS), or b) to the National Incident-Based Reporting System (NIBRS) Through the Uniform Crime Reporting section at DPS.

Trafficking - Projects that disrupt drug and human trafficking including areas along and near major state corridors.

Innovative or Evidence Based Programs - Projects that reduce crime and violence in areas with high crime rates or organized criminal activity.

Mental Health - Specialized training to increase the number of mental health officers and the ability of law enforcement to work with individuals diagnosed with mental illness.

System Improvements - Projects that promote efficiency, accuracy and credibility of law enforcement agencies and prosecutors.

Select all that apply:
_ Crime Data
_ Trafficking
_ Innovative or Evidence Based Programs
_ Mental Health
X System Improvements
_ N/A

Describe how the project supports the selected priority(ies):

Providing a dedicated prosecutor and support staff to handle all protective orders will increase the speed with which these cases can be handled and allow victims to receive attention more quickly. The hope being this will decrease the number of instances of family and dating violence overall.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to CJD through a formal grant adjustment and to secure CJD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless CJD authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the CJD award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Uniform Crime Reporting
Applicant assures that if it operates a law enforcement agency, the agency is current and has been current in reporting required Part I violent crime data for the three previous years to the Texas Department of Public Safety, and will continue timely reporting of required crime data throughout the grant period.

Criminal History Reporting
Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public Safety (DPS) as directed in the *Texas Code of Criminal Procedure, Chapter 60*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Constitutional Compliance
Applicant assures that it will not engage in any activity that violates Constitutional law including profiling based upon race.

Information Systems
Applicant assures that any new criminal justice information systems will comply with data sharing standards for the Global Justice XML Data Model and the National Information Exchange Model.

Bulletproof Vests
Applicant assures that if it plans to purchase body armor with grant funds, that it has adopted a mandatory wear policy.

Federal Justice Assistance Grant (JAG) Eligibility

Applicant assures that if its agency was eligible to apply, it did apply for a 2012 direct award from the Bureau of Justice Assistance for JAG funds under the Edward Byrne Memorial Justice Assistance Formula Grant Program: Local Solicitation.

Was your agency eligible for a (direct award) in the current federal fiscal year?
X Yes
_ No

If you selected **Yes**, provide the amount you are eligible to receive, or have already received.
Enter the amount ($) of JAG Funds:
10721

Describe how you plan to use the funds.
The funds will be used to pay the salary for a dedicated protective order attorney and support staff for filing protective orders.

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:
Katherine Branch

Enter the Address for the Civil Rights Liaison:
722 Moody 3rd Floor Galveston, Texas 77550

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:
409-770-5352

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Justice Assistance Grant (JAG) Program Solicitation.
X I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.
Enter your problem statement:
A full time attorney to handle protective orders, and support staff, will expedite victim's access to justice via a protective order. It will allow faster intakes and filing of valid petitions for protective orders. Faster access should help to prevent additional instances of family/dating violence.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.
Enter your supporting data:
In 2012-2013 102 protective order applications were filed by a sister agency, with whom we had a working agreement. It is our concern that this number is significantly lower than when these cases were handled within the district attorney office. During 2009, which is the last year these were handled in office, we filed 175 applications. In 2012 Galveston County reported 1,959 reports of domestic violence and 2,115 reports of family violence. We want to ensure that the needs of the community are being met in this regard.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project willl address.
Enter your community planning needs:
In 2012 Galveston County reported 1,959 reports of domestic violence (see page 11) and 2,115 reports of family violence (see page 18). The community plan feels there are currently insufficient resources to meet, in a timely manner, the needs of all persons who are in situations of domestic violence and that there is a need for legal aid to assist the indigent with civil aspects of their crises. The addition of an attorney to provide services directly to victims of domestic violence would help to fill this gap. It would provide direct legal assistance for survivors of domestic violence by assisting them to permanently remove themselves and their family from the abuser even when they are unable to afford to go through expensive divorce and custody proceedings.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.
Enter a description for the overall goals and objectives:
The goal of this project is to provide expanded protective order services to the 1,959 and 2,115 reporters of domestic and familly violence respectively. It is clear there is a need for expanded protective order services in the county. By funding an attorney and support staff position it would directly address the gap the county has noted in direct services to victims of domestic violence. By providing this resource for them to permanently remove themeselves and their family from an abusive situation. It is also hoped that we would see a decrease in the number of domestic and family violence cases reported.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available here for your convenience.
Enter your cooperating working agreement(s):

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)
Enter your current grant's progress:
n/a

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.
Enter your summary statement for this project:
Galveston County has noted a gap in services available to victims of domestic and family violence in that there is a need for assistance to help victims permanently separate themselves from perpetrators. Often there are legal issues involving child custody and property issues. These issues can be addressed in a protective order. A protective order is a civil order which is criminally enforceable. If a Court grants a

protective order, and the respondent violates it, the respondent may be arrested and charged with the cirminal offense of violation of a protective order. The District Attorney's Office is charged with pursuing protective orders, at no cost to applicants. These funds are necessary to allow the hiring of a dedicated attorney to pursue these cases and support staff to assist with screening, preparing applications and prosecuting these cases. In 2012 Galveston County reported 1,959 reports of domestic violence and 2,115 reports of family violence. The District Attorney's Dffice last handled these cases directly in 2009. At that time it filed 175 cases and did have an attorney dedicated to pursuing these cases. Susequently a working agreement was executed with a sister agency. In 2012 that agency filed 102 protective order applications. The District Attorney's Dffice has become concerned the needs of the community are not being met due to lack of resources on our sister agencies part. As a result we have identified the need to begin handling protective orders within our office again. We do not currently have sufficient staff to take on this additional work load and this grant would directly address that issue. The District Attorney's Dffice would provide services to ALL victims of family, and domestic violence, as well as victims of sexual assault and hate crimes. We would be providing protective order assistance to all victims: men, women, and children that qualify under both the Texas Famly Code and Code of Criminal Procedure for any of the numerous types of protective orders. Because we will be serving men, as well as women, we are unable to apply under the VAWA grant. Additionally we would provide education to the community regarding the availablity of this resource to encourage victims to seek this assistance. The District Attorney's Dffice intends to insure that all victims of domestic and family violence are provided with the opportunity to remove themselves from unsafe situations by assisting them with obtaining protective orders. The attorney and support staff would provide community education to encourage victims to apply for a protective order. They would handle initial interviews and determination of elligiblity. They would also assist with referrals for additional services. Upon verification of eligiblilty they would meet with the applicant to draft the necessary affidavit detailing the incident and complete the necessary petition for a protective order and accompanying paperwork. A determination would be made whehter or not to request a temporary ex parte protective order as well. Upon completion of the paperwork it would be filed and the petition walked through the Court, generally with the applicant there. The case would then be scheduled for a final hearing to determine whether or not the protective order should be granted. The attorney and support staff will work with the applicant, and other witnesses as necessary, to gather the necessary witnesses and records for presentation at the hearing. They will continue to liason with the applicant and keep them informed of the progress of the case. The support staff will request the respondent be served with the temporary restraining order, if issued, and the petition for protective order. Service is necessary for the order to be enforceable and for the hearing to be able to take place. The attorney would prosecute the protective order at the hearing and the support staff would be available to assist the victim. The end goal is to reduce the number of victims of domestic and family violence in Galveston County. We hope to achieve this by assisting the victims by informing them a protective order is available and encouraging them to utilize it in removing themselves from the situation altogether via the protective order process.

Project Activities Information

Law Enforcement Projects

What is your agency's approved budget for law enforcement operations for the current fiscal year?
5545000

How many commissioned peace officers are funded through your agency's budget?
5

How many additional commissioned peace officers are funded by grant funds?
0

Provide the amount of asset forfeitures awarded to your agency in the most recently completed fiscal year.
51703

Provide the balance of asset forfeitures on hand as of the date of this application.
5309

Describe the proposed use of the forfeiture funds:
No forfeiture funds will be used for this project.

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Court Services / Improvements (Including Specialized Courts except Drug Courts)	30.00	Streamlining the application process for protective orders in Galveston County and allowing more timely access to this option for the victims of family and domestic violence in Galveston County.
Prosecution	60.00	Screening, filing, prepraing for final hearing on applications for protective orders.
Training	10.00	Providing training to law enforcement agencies and community groups regarding the availability of protective orders and the requirements to apply for them.

Geographic Area:
The target population are the residents of Galvesotn County. Services will be provided regardless of age, gender, ethnicity or sexual orientation.

Target Audience:

The target audience encompasses all residents of Galveston County. The District Attorney's Dffice intends to educate the community regarding the availability of protective orders in addition to seeking them for victims of family and domestic violence.

Gender:
Services will be offered regardless of gender.

Ages:
Services will be offered regardless of age.

Special Characteristics:
Dne of the focuses of the staff associated with this grant will be expanding awareness within the community. Based upon the reported numbers of incidences of domestic and family violence within the community it seems clear we need to raise awareness regarding the availability of protective orders. Initially we will focus on spreading awareness to low income people who might not otherwise be able to access the court system or within Galveston County. We will accomplish this by working with agencies who provide direct services to these individuals: Resource and Crisis Center, Bay Area Turning Point, Interfaith Caring Ministries, Galveston County Food Bank and so on.

Measures Information

Progress Reporting Requirements

All programs will be required to report the output and outcome measures for this program to Texas A&M University, Public Policy Research Institute (PPRI).

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of cases prosecuted.	102	200
Number of individuals attending training sessions.	12	120
Number of training or information sharing sessions conducted.	1	3
Number of TCLEDSE approved training sessions conducted.	1	2
Number of court systems to be improved.	4	4

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of cases resulting in conviction or deferred adjudication.	0	175
Number of cases dismissed or acquitted.	0	25
Number of individuals passing TCLEDSE approved training sessions.	0	80
Number of individuals attending training who reported an increase in knowledge or skills.	12	120
Number of agencies that benefitted from improved court systems.	0	12

Custom Objective Dutcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL

Certification and Assurances

Each applicant must click on this link to review the standard Certification and Assurances.

Resolution from Governing Body

Applications from local units of governments and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

X Yes
_ No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Funds would only be used to contract with a translator for translating services. No purchasing, etc. would be conducted by this individual. The Court will administer an oath to the translator and will the translator will be subject to prosecution should they violate that oath.

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Note: *Pursuant to Texas Government Code §556.005, a political subdivision or private entity that receives state funds may not use the funds to pay a person required to register as a lobbyist or for lobbying expenses. A political subdivision or private entity that violates this provision is not eligible to receive additional state funds.*

Select the Appropriate Response:

_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2014

Enter the End Date [mm/dd/yyyy]:

9/30/2015

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount ($) of Federal Grant Funds:

10036052

Enter the amount ($) of State Grant Funds:
977051

Single Audit

Has the applicant agency expended federal grant funding of $500,000 or more, or state grant funding of $500,000 or more during the most recently completed fiscal year?
Select the Appropriate Response:
X Yes
_ No

Note: *Applicants who expend less than $500,000 in federal grant funding or less than $500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.*

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).
Enter the date of your last annual single audit:
9/30/2012

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than $25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of $25,000 or more, but less than $500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEDP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:
Katherine Branch 722 Moddy, 3rd floor, Galveton, Texas 77551

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:
Select the appropriate response:
_ Type I Entity
X Type II Entity
_ Type III Entity

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.
Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers - The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?
_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?
_ Yes
X No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered NO to the first statement you are NDT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation ($):
0

Position 2 - Name:

Position 2 - Total Compensation ($):
0

Position 3 - Name:

Position 3 - Total Compensation ($):
0

Position 4 - Name:

Position 4 - Total Compensation ($):
0

Position 5 - Name:

Position 5 - Total Compensation ($):
0

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).
Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?
Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?
Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.
Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?
Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?
Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?
Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.
Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.
Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?
Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?
Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.
Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Assistant	Administrative assistant to assist with the application and interview process of prospective applicants and trainings	$31,433.00	$0.00	$0.00	$0.00	$31,433.00	100
Travel and Training	In-State Incidentals and/or Mileage	Mileage to travel to and from continuing legal education related to protective order and domestic and family violence.	$500.00	$0.00	$0.00	$0.00	$500.00	0
Travel and Training	In-State Registration Fees, Training, and/or Travel	Attending continuing legal education related to family and domestic violence issues and protective orders.	$3,000.00	$0.00	$0.00	$0.00	$3,000.00	0
Personnel	Prosecutor	Prosecutor with a focus on training and educating the public regarding protective orders and screening applicants and applying for protective orders on their behalf.	$56,853.00	$0.00	$0.00	$0.00	$56,853.00	100
Contractual and Professional Services	Temporary Personnel-Related Services	Translator services for non-english speaking applicants. The service of a translator will sometimes be necessary for the screening and hearing process.	$5,000.00	$0.00	$0.00	$0.00	$5,000.00	0

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$0.00	$0.00	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Contractual and Professional Services	$5,000.00	$0.00	$0.00	$0.00	$5,000.00
Personnel	$88,286.00	$0.00	$0.00	$0.00	$88,286.00
Travel and Training	$3,500.00	$0.00	$0.00	$0.00	$3,500.00

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$96,786.00	$0.00	$0.00	$0.00	$96,786.00

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: JudgeHenry

AGENDA ITEM #25.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Application ___ Award ___ Approval Request

Date of Request: 2/18/14		**Department:** DA's Office			
Grant Agency: Office of the Governor - CJD			**Funding Source:** Violence Against Women Act		
Grant Start Date:	9/1/14	**Program Year:** 14-15	**Renewal: Yes** ✓ **No** ___	**Last Billing Date:**	
Grant End Date:	8/31/15	**Program End Date:** 8/31/15	**Award/Agreement Nn:**		
Description:	Violence Against Women Prosecutor				
Grant Org Key:			**Grant Type: Advance Payment** ___ **Reimbursement** ✓		

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit	$56,313.40	$19,709.69	$76,023.09
Non-Labor		<35% Match> required	
Indirect/Admin Costs			
Totals:	$56,313.40	$19,709.69	$76,023.09

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

Allocated in 2014 Adopted $27,~~540~~ 566.00

Approved By:	Date	Signature
Grants Manager:	Cynthia Payne	2/12/14
Director of Finance:	Denise Y Yeard	2/12/14

Form Number:

County of Galveston

Resolution

WHEREAS, The County of Galveston finds it in the best interest of the citizens of Galveston County, that the Prosecution of Cases Involving Violent Crimes Against Women Project be operated for the FY 2014-2015; and

WHEREAS, Galveston County agrees to provide applicable matching funds for the said project as required by the Violence Against Women Formula Grant Program application; and

WHEREAS, Galveston County agrees that in the event of loss or misuse of the Criminal Justice Division funds, Galveston County assures that he funds will be returned to the Criminal Justice Division in full.

WHEREAS, Galveston County designates the County Judge as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

NOW THEREFORE, BE IT RESOLVED that Galveston County approves submission of the grant application for the Prosecution of Cases Involving Violent Crimes Against Women Project to the Office of the Governor, Criminal Justice Division.

Passed and Approved this the __18th__ day of __February, 2014__.

_____

Mark Henry, County Judge

_____

Dwight D. Sullivan, County Clerk

Grant Application Confirmation Number: _2704102_

Print This Page

Agency Name: Galveston County
Grant/App: 2704102 **Start Date:** 9/1/2014 **End Date:** 8/31/2015

Project Title: Galveston County Violence Against Women Prosecutor
Status: Application Pending Submission

Eligibility Information

Your organization's Texas Payee/Taxpayer ID Number:
17460009081010

Application Eligibility Certify:
Created on:2/7/2014 9:05:35 AM By:Mark Henry

Profile Information

Applicant Agency Name: Galveston County
Project Title: Galveston County Violence Against Women Prosecutor
Division or Unit to Administer the Project: Galveston County District Attorney's Office
Address Line 1: 600 59th Street, Suite 1001
Address Line 2:
City/State/Zip: Galveston Texas 77551-4178
Start Date: 9/1/2014
End Date: 8/31/2015

Regional Council of Goverments(COG) within the Project's Impact Area: Houston-Galveston Area Council
Headquarter County: Galveston
Counties within Project's Impact Area: Galveston

Grant Officials:
Authorized Official
User Name: Mark Henry
Email: mark.henry@co.galveston.tx.us
Address 1: 722 Moody
Address 1:
City: Galveston, Texas 77550
Phone: 409-766-2244 Other Phone: 409-765-2639
Fax: 409-766-4582
Title: The Honorable
Salutation: Judge

Project Director
User Name: Jack Roady
Email: jack.roady@co.galveston.tx.us
Address 1: 600 59th Street
Address 1: Suite 1001
City: Galveston, Texas 77551
Phone: 409-766-2354 Other Phone: 409-766-2353
Fax: 409-765-3230
Title: Mr.
Salutation: Mr.

Financial Official
User Name: Randall Rice
Email: Randall.Rice@co.galveston.tx.us
Address 1: 722 Moody Avenue 4th Floor
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5301 Other Phone: 469-534-5988
Fax: 409-765-3252
Title: Mr.
Salutation: Mr.

Grant Writer
User Name: Cindy Pagan
Email: cynthia.pagan@co.galveston.tx.us
Address 1: 722 Moody, Suite 317
Address 1:
City: Galveston, Texas 77550
Phone: 409-770-5355 Other Phone:

Fax: 409-766-2539
Title: Ms.
Salutation: Ms.

Grant Vendor Information

Organization Type: County
Organization Option: applying to provide direct services to victims only
Applicant Agency's State Payee Identification Number (e.g., Federal Employer's Identification (FEI) Number or Vendor ID): 17460009081010
Data Universal Numbering System (DUNS): 081507709

Narrative Information

Primary Mission and Purpose

The purpose of this funding is to assist in developing and strengthening effective law enforcement, prosecution and court strategies to combat family violence, sexual assault, dating violence, and stalking crimes against women and to develop and strengthen victim services in such cases.

Funding Levels
The anticipated funding levels for these programs are as follows:

- Minimum Award - $5,000
- Maximum Award - None
- Grantees must provide matching funds of at least thirty-five percent (35%) of total project expenditures. This requirement may be met through either cash or in-kind contributions or a combination of both.

For more information regarding grantee match, please click on the **Budget** tab, and then click on the **Source of Match** tab in eGrants.

Note: *If you voluntarily include matching funds that exceed the minimum match requirement, you will be held to that amount throughout the grant period.*

Program Requirements

Preferences
Preference will be given to applicants that promote comprehensive victim restoration while incorporating an emphasis on cultural competency in underserved populations. Applicants are also encouraged to streamline administrative and reporting processes by consolidating grant requests whenever possible in lieu of submitting multiple applications.

Program Income
Applicant agrees to comply with all federal and state rules and regulations for program income and agrees to report all program income that is generated as a result of the project's activities. Applicant agrees to report program income to CJD through a formal grant adjustment and to secure CJD approval prior to use of the program income. Applicant agrees to use program income for allowable costs and agrees to expend program income immediately after CJD's approval of a grant adjustment and prior to requesting reimbursement of CJD funds.

Deduction Method - Program income shall be deducted from total allowable costs to determine the net allowable costs. Program income shall be used for current costs unless CJD authorizes otherwise. Program income which the grantee did not anticipate at the time of the award shall be used to reduce the CJD award and grantee match rather than to increase the funds committed to the project.

Asset Seizures and Forfeitures - Program income from asset seizures and forfeitures is considered earned when the property has been adjudicated to the benefit of the plaintiff (e.g., law enforcement entity).

Criminal History Reporting
Entities receiving funds from CJD must be located in a county that has an average of 90% or above on both adult and juvenile dispositions entered into the computerized criminal history database maintained by the Texas Department of Public (DPS) Safety as directed in the *Texas Code of Criminal Procedure, Chapter 60*. The disposition completeness percentage is defined as the percentage of arrest charges a county reports to DPS for which a disposition has been subsequently reported and entered into the computerized criminal history system.

Program Emphasis
Applicant agrees to implement comprehensive strategies that are sensitive to the concerns and safety of the victims and hold offenders accountable for their crimes. Applicants must indicate the percentage of their project that benefits Victim Services, Law Enforcement, Prosecution, Courts or other areas. Program emphasis decisions should be made based on the beneficiary of the funded activities. For example, a victim services coalition who provides training to police throughout the state would fall under the "law enforcement" category because the training is to benefit law enforcement.

Indicate the percentage (%) of your project that benefits:

Victim Services - any nonprofit, nongovernmental organization that assists victims.
0

Law Enforcement - any public agency charged with policing functions.
0

Prosecution - any public agency charged with direct responsibility for prosecuting criminal offenders.
100

Court - any civil or criminal court system.
0

Other - any initiative that indirectly affects victims (ex., developing protocols and procedures).
0

Legal Assistance for Victims (LAV) Certification
The applicant must certify that it meets the following federal statutory requirements in regards to the provision of legal advocacy:

(1) Any person providing legal assistance through a program funded under this VAWA Program
(A) has demonstrated expertise in providing legal assistance to victims of domestic violence, dating violence, sexual assault or stalking in the targeted population; or
(B) is partnered with an entity or person that has demonstrated expertise described in subparagraph (A) and has completed or will complete training in connection with domestic violence, dating violence, sexual assault or stalking and related legal issues, including training on evidence-based risk factors for domestic and dating violence homicide.
(2) Any training program conducted in satisfaction of the requirement of paragraph (1) has been or will be developed with input from and in collaboration with a state, local, territorial, or tribal domestic violence, dating violence, sexual assault, or stalking victim service provider or coalition, as well as appropriate tribal, State, territorial, and local law enforcement officials.
(3) Any person or organization providing legal assistance through a program funded under this Program has informed and will continue to inform state, local, or tribal domestic violence, dating violence or sexual assault programs and coalitions, as well as appropriate State and local law enforcement officials of their work.
(4) The grantee's organizational policies do not require mediation or counseling involving offenders and victims physically together, in cases where sexual assault, domestic violence, dating violence, or child sexual abuse is an issue.

Does the applicant meet the criteria outlined above?
_ Yes
_ No

Culturally Competent Victim Restoration
Provide information in this section regarding how your organization is culturally competent when providing services to victims. Here are some guidelines to follow: Victim service providers must have the ability to blend cultural knowledge and sensitivity with victim restoration skills for a more effective and culturally appropriate recovery process. Cultural competency occurs when: (1) cultural knowledge, awareness and sensitivity are integrated into action and policy; (2) the service is relevant to the needs of the community and provided by trained staff, board members, and management; and (3) an advocate or organization recognizes each client is different with different needs, feelings, ideas and barriers.
The primary role of the Galveston County Criminal District Attorney's Office in assisting victims is in prosecuting perpetrators of violence. The office recognizes that not all violent offense cases can be treated the same. Each case has an individual victim and emphasis is placed on taking the time to get to know and understand the individual victim, including their cultural background. It is only after the prosecutor has become familiar with the victim and their background, that they will know who best to proceed with a case. Furthermore, it is the policy of the Galveston County District Attorney's Office to ensure every victim of violent crime in informed of their legal rights as victims. The Office puts into action by making every effort to provide information in writing to every victim of violent crime regarding their rights as well as to provide informatoin about available state and local services. This is one of the objectives of the Dffice's of Victim Assistance Section. The Section also provides victim assistants to accompany victims to and from court proceedings and provide victims a safe and comfortable area, away from perpetrators and perpetrators' friends and family, to meet with prosecurtors and to wait for court proceedings/ The Section includes a bilingual speaker to facilitate assistance to Spanish speaking victims. Additionally, other Spanish-speaking staff members are available to translate and arragements for official court interpreters are made when needed for court hearings. Prosection of perpetrators of violence agains women is absolutley relevant to the needs of Galveston County. Violence against women continures to be an issue in the County and such villence has dramatic effects on the victims, as well as their children and families, and ultimately the entire community. Holding perpetrators accountable is vital to curbing violence against women and its effects on the community. More than forty licensed attorneys, in the Misdemeanor, Felony, Juvenile and Appellate Sections, work to hold perpetrators accountable. Prosecutors regularly attend continuing educaton courses, put on by interal office trainers as well as state and national trainers, on how to better prepare and presetn cases, as well as how to better work with victims. Likewise, advocates int he Victim Assistance Section regularly attend training on how to better assist and support victims. The office recognized that the needs, feelings, ideas, and barriers of every victim are different. While the office does its best to address victim needs and barriers and to refer them for services, the office also acknowledges their feelings and ideas, particularly regardig their own safety, further acknowledges taht perosecution to the fullest may not be what is best for the victim. The needs and safety of the victim are alwasy given careful consideration in determining how to handle the prosecution of a criminal case.

Culturally Specific and Underserved Populations
UNDERSERVED POPULATIONS - The term 'underserved populations' means populations who face barriers in accessing and using victim services, and includes populations underserved because of geographic location, religion, sexual orientation, gender identity, underserved racial and ethnic populations, populations underserved because of special needs (such as language barriers, disabilities, alienage status, or age), and any other population determined to be underserved by the Attorney General or by the Secretary of Health and Human Services, as appropriate.

CULTURALLY SPECIFIC - The term 'culturally specific' means the program is primarily directed toward racial and ethnic minority groups (as defined in section 1707(g) of the Public Health Service Act (42 U.S.C. 300u-6(g)).

The term 'racial and ethnic minority group' means American Indians (including Alaska Natives, Eskimos, and Aleuts); Asian Americans; Native Hawaiians and other Pacific Islanders; Blacks; and Hispanics.

The term 'Hispanic' means individuals whose origin is Mexican, Puerto Rican, Cuban, Central or South American, or any other Spanish-speaking country.

The organization must do more than merely provide services to an underserved population or culturally specific group; rather, the organization must provide culturally competent services designed to meet the specific needs of the target population in order to justify a yes response in the section below.

Does your agency serve culturally specific or underserved populations?
_ Yes
_ No

If you answered **YES** to the question above you must explain how in the box below.

Forensic Medical Examination Payments
Health care facilities shall conduct a forensic medical examination of a victim of an alleged sexual assault if the victim arrived at the facility within 96 hours after the assault occurred and the victim consents to the examination. The victim is not required to participate in the investigation or prosecution of an offense as a condition of receiving a forensic medical examination, nor pay for the forensic examination or the evidence collection kit. The evidence collection portion of the exam is to be paid by law enforcement per state law. Crime Victim Compensation funds may be used to pay for the medical portion of the exam unless the victim of sexual assault is required to seek reimbursement for the examination from their insurance carrier. If a health care facility does not provide diagnosis or treatment services for sexual assault victims, the facility is required to refer the victim to a facility that provides those services.

Polygraph Testing Prohibition
A peace officer or attorney representing the state may not require an adult or child victim of an alleged sex offense to submit to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense. In addition, the refusal of a victim to submit to a polygraph or other truth telling examination will not prevent the investigation, charging, or prosecution of an alleged sex offense or on the basis of the results of a polygraph examination.

Protection Orders
Victims applying for a protective order or their attorney may not bear the costs associated with the filing of an order of protections.

Judicial Notification
Offenders involved in a protection order are not allowed to possess a firearm unless the offender is a peace officer who is actively engaged in employment as a sworn, full-time paid employee of a state agency or political subdivision.

Criminal Charges
In connection with the prosecution of any misdemeanor or felony domestic violence offense, the victim may not bear the costs associated with the filing of criminal charges against a domestic violence offender, issuance or service of a warrant, or witness subpoena.

Nondisclosure of Confidential or Private Information
Personally identifying information or individual information collected in connection with services requested, utilized, or denied may not be disclosed; or, reveal individual client information without informed, written, reasonably time-limited consent of the person about whom information is sought. If release of information is compelled by statutory or court mandate, reasonable attempts to provide notice to victims affected by the disclosure of information will be made and steps necessary to protect the privacy and safety of the persons affected by the release of information will be taken.

Victim Referral Process
Describe how victims are referred to your agency:
Victim's are referred to our agency by law enforcement agencies. When victim's report a criminal offense, law enforcement investigates and then contacts the District Attorney's Office to request approval to file criminal charges. Once charges are filed, the District Attorney's Dffice begins the prosecution process, including establishing and maintaining contact with victims.

Statewide Priorities

Applicants must address one or more of the following statewide priorities *(enter 'N/A' if not applicable)*:

Improve the criminal justice system response to victims of violence against women.
Provide a brief explanation:
The Violence Against Women Prosecutor will improve the criminal justice system response to victims by streamlining the process for victims, cutting down on the number of prosecutors handling each case (thereby cutting down on the number of prosectors a victim is required to tell their story to), and ensuring the prosecutors handling the cases of violence against women have specialized training and experiene in this type of prosecution as well as the unique dynamics, including victim needs, of violence against women cases.
Improve court services regarding domestic violence, sexual assault, dating violence, and stalking.
Provide a brief explanation:

The Violence Against Women Prosecutor will improve court services to victims by ensuring victims are informed of their legal rights, ensuring victims are being offered Emergency Protective Orders by law enforcement, and my making referrals to victims for Permanent Protective Orders (handled in Galveston County by the Resource and Crisis Center).
Strengthen victim restoration.

Provide a brief explanation:
The Violence Against Women Prosecutor wills trengthen victim restoration by keeping victms consistently informed of the process and the events of their case, and by letting them know their needs, ideas, feelings, and barriers are being taken into consideration when determining how to proceed with the case, and thus that they have some measure of controll over the aftermnath of their victimization.
Increase collaboration and communication across all levels of government and among all victim services.

Provide a brief explanation:

Civil Rights Liaison

A civil rights liaison who will serve as the grantee's civil rights point of contact and who will be responsible for ensuring that the grantee meets all applicable civil rights requirements must be designated. The designee will act as the grantee's liaison in civil rights matters with CJD and with the federal Office of Justice Programs.

Enter the Name of the Civil Rights Liaison:
Katherine Branch

Enter the Address for the Civil Rights Liaison:
722 Moody, 3rd Floor Galveston, Texas 77550

Enter the Phone Number for the Civil Rights Liaison [(999) 999-9999 x9999]:
409-770-5352

Certification

Each applicant agency will certify to the specific criteria detailed above under **Program Requirements** to be eligible for funding under the Violent Crimes Against Women Criminal Justice and Training Projects – Domestic Violence, Sexual Assault, Dating Violence, and Stalking Solicitation.

X I certify to all of the above eligibility requirements.

Problem Statement:

Please provide a detailed account in the Problem Statement section of the existing issues your project will target.
Enter your problem statement:
Instances of violence against women remain fairly steady in Galveston County, and many of the perpetrators are repeat offenders, often perpetrating against the same woman multiple times before moving on the next. These violent offenders, particularly the repeat offenders, need to be fully held accountable for their offenses. However, such accountability demands significant dedication of resources in the form of time, training and experience. These cases demand more time than other cases because prosecutors need to be in regular communication with victims, often need to investigate the background of the offender with the current victim and often times need to investigate the background the offender with prior victims. These additional efforts are necessary to accurately assess these cases, and in the event of a jury trial, to accurately portray the offender to the jury so that offenders are truly held accountable. Furthermore, violence against women cases demand prosecutors with experience and knowledge of the unique dynamics of these cases to understand the whole situation and be able to portray that situation to a jury. Traditionally, these cases were handled along with all other types of cases, divided amongst all prosecutors, with varied levels of experience and training, and mixed-in with large caseloads. Thus they were not and could not be given the attention they deserved.

Supporting Data:

Provide as much supporting data, to include baseline statistics and the sources of your data, which are pertinent to where the grant project is located and/or targeted. Do not use statewide data for a local problem or national data for a statewide problem.
Enter your supporting data:
Felony cases filed each year by the Galveston County Criminal District Attorney's Office has remained fairly constant in recent years. The Office has filed more than 3400 cases per year in 2008, 2009, 2010, 2011 and 2012. Within those more than 3400 cases filed each year are sexual assaults, felony family violence assaults, and stalking cases, along with other types of violent crimes, drug cases and a myriad of other felony crimes. In 2012, approximately twenty felony prosecutors were employed to prosecute this wide variety of felony crimes filed in the five felony District Courts. This is a caseload of approximately 150 cases per prosecutor. Violence against women continues to have a significant presence amongst those caseloads. In 2010, 212 incidents of sexual assault (all felony) and 2,256 incidents of family violence (misdemeanor and felony) were reported in Galveston County. In 2011, the numbers fell to 194 sexual assaults and 1,959 incidents of family violence. (Data for 2012 is not yet available). With adequate resources, hopefully this small decline can become a downward trend.

Community Plan:

For projects that have a local or regional impact target area, provide information regarding the community plan need(s) that your project willl address.
Enter your community planning needs:
The 2013-2014 Community Plan discusses the need for the expansion of sexual assault response teams in Galveston and surrounding areas. Such an expansion will be one of the objectives of the Violence Against Women (VAW) Prosecutor. The VAW Prosecutor will be an active participant of the Galveston County Sexual Assault Response Team (SART), and will have an active role in expanding the SART from its current function, providing training, to include comprehensive case reviews. Case reviews will consist of the responders to an incident of sexual assault (Victim Advocate, Forensic Nurse, Law Enforcement Investigator and Prosecutor) coming together shortly after the incident

to discuss the case as a whole, to ensure victims are being offered all available services, and to foster communication between the parties to ensure everything prudent is being done to create the best case for prosecution possible. The objective of case reviews is to yield stronger victims and greater accountability for offenders.

Goal Statement:

Provide a brief description of the overall goals and objectives for this project.
Enter a description for the overall goals and objectives:
The Violence Against Women (VAW) Prosecutor will oversee a specialized unit that exclusively prosecutes felony crimes against women, including assaults, aggravated assaults, sexual assaults and stalking, focusing on repeat offenders and the most serious cases. The VAW Prosecutor will be involved in the entire process of these cases, from the acceptance of charges, to indictment, to jury trial. The VAW Prosecutor will also work with law enforcement and other community organizations to improve policies and practices that support victim safety and support, and strong cases for prosecution. The overall goal is to fully hold offenders accountable and thereby decrease instances of violence against women and their negative impact on the community.

Cooperative Working Agreement (CWA):

When a grantee intends to carry out a grant project through cooperating or participating with one or more outside organizations, the grantee must obtain authorized approval signatures on the cooperative working agreement (CWA) from each participating organization. Grantees must maintain on file a signed copy of all cooperative working agreements, and they must submit to CJD a list of each participating organization and a description of the purpose of each **CWA**. Cooperative working agreements do not involve an exchange of funds.

For this project, provide the name of the participating organization(s) and a brief description of the purpose(s) for the **CWA(s)**. You should only provide information here that this project's successful operation is contingent on for the named service or participation from the outside organization.

Note: A **Sample CWA** is available here for your convenience.
Enter your cooperating working agreement(s):

Continuation Projects:

For continuation projects only, if your current or previous year's project is NOT on schedule in accomplishing the stated objectives, briefly describe the major obstacles preventing your organization from successfully reaching the project objectives as stated within your previous grant application. (Data may be calculated on a pro-rated basis depending on how long the current or previous year's project has been operating.)
Enter your current grant's progress:

Project Summary:

Briefly summarize the entire application, including the project's problem statement, supporting data, goal, target group, activities, and objectives. Be sure that the summary is easy to understand by a person not familiar with your project and that you are confident and comfortable with the information if it were to be released under a public information request.
Enter your summary statement for this project:
Violence against women is a continuing concern in Galveston County, and is often perpetrated by repeat offenders. In order to substantially decrease instances of violence against women, and their negative effects on the community, these offenders need to be fully held accountable for their offenses. However, such accountability in cases involving crimes against women demand more resources than general prosecutors have to give. More than 3,400 felony cases are filed each year in Galveston County, handled by approximately twenty felony trial attorneys. Under this Grant, the Violence Against Women (VAW) Prosecutor will dedicate their time solely to the prosecution of these cases, by managing a caseload consisting of repeat offenders and the most serious cases, and by actively promoting policy that fosters strong victims and strong cases for prosecution. By giving violence against women cases the resources they deserve, offenders will be fully held accountable and the community will be stronger for it.

Project Activities Information

Type of Crime Victim

Select the type(s) of crime victim this project targets and provide the percentage of time dedicated to serving each category of crime victim. You may select more than one type; however, the sum of the percentages may not exceed 100%.

Sexual Assault Percentage (%):
10

Domestic Abuse Percentage (%):
40

Stalking Percentage (%):
5

Dating/Acquaintance Percentage (%):
45

Selected Project Activities:

ACTIVITY	PERCENTAGE:	DESCRIPTION
Prosecution	100.00	The Violence Against Women Prosecuter will prosecute solely crimes of violence against women and will be involved in promoting policy and practices that promote stong victims and strong casees for prosecution.

Geographic Area:
Galveston County, Texas

Target Audience:
Female victims of violent offenses not designated as a child under state law

Gender:
Female

Ages:
15 or 17 years of age and older (designation as a child varies by offense under state law)

Special Characteristics:
none

Measures Information

Progress Reporting Requirements

Outcomes Reported to Texas A&M University, Public Policy Research Institute (PPRI):

In addition to the measures listed below, all programs will be required to report the number of victims/survivors who returned to the agency as a result of a new victimization either by the same perpetrator or a new perpetrator. Note: This does not include victims returning to your agency to continue their treatment. This measure will be used to measure the efficacy of the services provided in the restoration of the victim to full mental, physical, and emotional health.

Objective Output Measures

OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL
Number of sexual assault, domestic violence and / or stalking cases filed.	108	100
Number of sexual assault, domestic violence, and / or stalking cases referred.	109	110

Custom Objective Output Measures

CUSTOM OUTPUT MEASURE	CURRENT DATA	TARGET LEVEL

Objective Outcome Measures

OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL
Number of charges dismissed or acquitted.	5	10
Number of cases resulting in conviction or deferred adjudication.	44	65

Custom Objective Outcome Measures

CUSTOM OUTCOME MEASURE	CURRENT DATA	TARGET LEVEL

Certification and Assurances

Each applicant must click on this link to review the standard Certification and Assurances.

Resolution from Governing Body

Applications from local units of governments and other political subdivisions must include a resolution that contains the following:

1. Authorization by your governing body for the submission of the application to CJD that clearly identifies the name of the project for which funding is requested;
2. A commitment to provide all applicable matching funds;
3. A designation of the name and/or title of an authorized official who is given the authority to apply for, accept, reject, alter, or terminate a grant (Note: If a name is provided, you must update CJD should the official change during the grant period.); and
4. A written assurance that, in the event of loss or misuse of grant funds, the governing body will return all funds to CJD.

Upon approval from your agency's governing body, upload the approved resolution to eGrants by clicking on the **Upload Files** sub-tab located in the **Summary** tab.

Contract Compliance

Will CJD grant funds be used to support any contracts for professional services?

Select the Appropriate Response:

_ Yes
X No

For applicant agencies that selected **Yes** above, describe how you will monitor the activities of the sub-contractor(s) for compliance with the contract provisions (including equipment purchases), deliverables, and all applicable statutes, rules, regulations, and guidelines governing this project.

Enter a description for monitoring contract compliance:

Lobbying

For applicant agencies requesting grant funds in excess of $100,000, have any federally appropriated funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan, or cooperative agreement?

Select the Appropriate Response:

_ Yes
X No
_ N/A

For applicant agencies that selected either **No** or **N/A** above, have any non-federal funds been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress in connection with this federal contract, loan, or cooperative agreement?

Select the Appropriate Response

_ Yes
X No
_ N/A

Fiscal Year

Provide the begin and end date for the applicant agency's fiscal year (e.g., 09/01/20xx to 08/31/20xx).

Enter the Begin Date [mm/dd/yyyy]:

10/1/2014

Enter the End Date [mm/dd/yyyy]:

9/30/2015

Sources of Financial Support

Each applicant must provide the amount of grant funds expended during the most recently completed fiscal year for the following sources:

Enter the amount ($) of Federal Grant Funds:

10036052

Enter the amount ($) of State Grant Funds:

977051

Single Audit

Has the applicant agency expended federal grant funding of $500,000 or more, or state grant funding of $500,000 or more during the most recently completed fiscal year?

Select the Appropriate Response:

X Yes

_ No

Note: *Applicants who expend less than $500,000 in federal grant funding or less than $500,000 in state grant funding are exempt from the Single Audit Act and cannot charge audit costs to a CJD grant. However, CJD may require a limited scope audit as defined in OMB Circular A-133.*

Applicant agencies that selected **Yes** above, provide the date of your organization's last annual single audit, performed by an independent auditor (in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133).

Enter the Date of the Last Single Audit

9/30/2012

Equal Employment Opportunity Plan (EEOP)

Type I Entity: Defined as an applicant that meets one or more of the following criteria:

- the applicant has less than 50 employees;
- the applicant is a non-profit organization;
- the applicant is a medical institution;
- the applicant is an Indian tribe;
- the applicant is an educational institution, or
- the applicant is receiving a single award of less than $25,000.

Requirements for a Type I Entity:

- The applicant is not required to prepare an EEOP because it is a Type I Entity as defined above, pursuant to 28 CFR 42.302; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Type II Entity: Defined as an applicant that meets the following criteria:

- the applicant has 50 or more employees, and
- the applicant is receiving a single award of $25,000 or more, but less than $500,000.

Requirements for a Type II Entity: Federal law requires a Type II Entity to formulate an EEOP and keep it on file.

- The applicant agency is required to formulate an EEOP in accordance with 28 CFR 42.301, et seq., subpart E;
- the EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP is available for review by the public and employees or for review or audit by officials of CJD, CJD's designee, or the Office of Civil Rights, Office of Justice Programs, U.S. Department of Justice, as required by relevant laws and regulations;
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services; and
- the EEOP is required to be on file in the office of (enter the name and address where the EEOP is filed below):

Enter the name of the person responsible for the EEOP and the address of the office where the EEOP is filed:

Katherine Branch 722 Moody, 3rd Floor, Galveston, Texas 77550

Type III Entity: Defined as an applicant that is NOT a Type I or Type II Entity. Requirements for a Type III Entity: Federal law requires a Type III Entity to formulate an EEOP and submit it for approval to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

- The EEOP is required to be formulated and signed into effect within the past two years by the proper authority;
- the EEOP has been submitted to the Office of Civil Rights (OCR), Office of Justice Programs, U.S. Department of Justice and has been approved by the OCR, or it will be submitted to the OCR for approval upon award of the grant, as required by relevant laws and regulations; and
- the applicant will comply with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

Based on the definitions and requirements above, the applicant agency certifies to the following entity type:

Select the appropriate response:

_ Type I Entity

X Type II Entity

_ Type III Entity

Debarment

Each applicant agency will certify that it and its principals (as defined in 2 CFR Part 180.995):

- Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal Court, or voluntarily excluded from participation in this transaction by any federal department or agency;
- Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
- Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in the above bullet; and have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

Select the appropriate response:
X I Certify
_ Unable to Certify

If you selected **Unable to Certify** above, please provide an explanation as to why the applicant agency cannot certify the statements.
Enter the debarment justification:

FFATA Certification

Certification of Recipient Highly Compensated Officers – The Federal Funding Accountability and Transparency Act (FFATA) requires Prime Recipients (CJD) to report the names and total compensation of each of the five most highly compensated officers (a.k.a. positions) of each sub recipient organization for the most recently completed fiscal year preceding the year in which the grant is awarded if the subrecipient answers **YES** to the **FIRST** statement but **NO** to the **SECOND** statement listed below.

In the sub recipient's preceding completed fiscal year, did the sub recipient receive: (1) 80 percent or more of its annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; AND (2) $25,000,000 or more in annual gross revenue from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements?
_ Yes
X No

Does the public have access to information about the compensation of the senior executives through periodic reports filed under Section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or Section 6104 of the Internal Revenue Code of 1986?
_ Yes
X No

If you answered **YES** to the **FIRST** statement and **NO** to the **SECOND** statement, please provide the name and total compensation amount of each of the five most highly compensated officers (a.k.a. positions) within your agency for the current calendar year. If you answered ND to the first statement you are NOT required to provide the name and compensation amounts. NOTE: "Total compensation" means the complete pay package of each of the sub recipient's compensated officers, including all forms of money, benefits, services, and in-kind payments (see SEC Regulations: 17 CCR 229.402).

Position 1 - Name:

Position 1 - Total Compensation ($):
0

Position 2 - Name:

Position 2 - Total Compensation ($):
0

Position 3 - Name:

Position 3 - Total Compensation ($):
0

Position 4 - Name:

Position 4 - Total Compensation ($):
0

Position 5 - Name:

Position 5 - Total Compensation ($):
0

Fiscal Capability Information

Organizational Information

Enter the Year in which the Corporation was Founded:

Enter the Date that the IRS Letter Granted 501(c)(3) Tax Exemption Status:

Enter the Employer Identification Number Assigned by the IRS:

Enter the Charter Number assigned by the Texas Secretary of State:

Accounting System

The grantee organization must incorporate an accounting system that will track direct and indirect costs for the organization (general ledger) as well as direct and indirect costs by project (project ledger). The grantee must establish a time and effort system to track personnel costs by project. This should be reported on an hourly basis, or in increments of an hour.

Is there a list of your organization's accounts identified by a specific number (i.e., a general ledger of accounts).
Select the appropriate response:
_ Yes
_ No

Does the accounting system include a project ledger to record expenditures for each Program by required budget cost categories?
Select the appropriate response:
_ Yes
_ No

Is there a timekeeping system that allows for grant personnel to identify activity and requires signatures by the employee and his or her supervisor?
Select the appropriate response:
_ Yes
_ No

If you answered 'No' to any question above in the Accounting System section, in the space provided below explain what action will be taken to ensure accountability.
Enter your explanation:

Financial Capability

Grant agencies should prepare annual financial statements. At a minimum, current internal balance sheet and income statements are required. A balance sheet is a statement of financial position for a grant agency disclosing assets, liabilities, and retained earnings at a given point in time. An income statement is a summary of revenue and expenses for a grant agency during a fiscal year.

Has the grant agency undergone an independent audit?
Select the appropriate response:
_ Yes
_ No

Does the organization prepare financial statements at least annually?
Select the appropriate response:
_ Yes
_ No

According to the organization's most recent Audit or Balance Sheet, are the current total assets greater than the liabilities?
Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Financial Capability section, in the space provided below explain what action will be taken to ensure accountability.
Enter your explanation:

Budgetary Controls

Grant agencies should establish a system to track expenditures against budget and / or funded amounts.

Are there budgetary controls in effect (e.g., comparison of budget with actual expenditures on a monthly basis) to include drawing down grant funds in excess of:

a) Total funds authorized on the Statement of Grant Award?
_ Yes
_ No

b) Total funds available for any budget category as stipulated on the Statement of Grant Award?

_ Yes
_ No

If you selected 'No' to any question above under the Budgetary Controls section, in the space provided below please explain what action will be taken to ensure accountability.
Enter your explanation:

Internal Controls

Grant agencies must safeguard cash receipts, disbursements, and ensure a segregation of duties exist. For example, one person should not have authorization to sign checks and make deposits.

Are accounting entries supported by appropriate documentation (e.g., purchase orders, vouchers, receipts, invoices)?
Select the appropriate response:
_ Yes
_ No

Is there separation of responsibility in the receipt, payment, and recording of costs?
Select the appropriate response:
_ Yes
_ No

If you selected 'No' to any question above under the Internal Controls section, in the space provided below please explain what action will be taken to ensure accountability.
Enter your explanation:

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Prosecutor	The Violence Against Women Prosecutor will prosecute solely crimes of violence against women and will be involved in promoting policy and practices that promote strong victims and strong cases for prosecution.	$56,313.40	$19,709.69	$0.00	$0.00	$76,023.09	100

Source of Match Information

Detail Source of Match/GPI:

DESCRIPTION	MATCH TYPE	AMOUNT
Galveston County DA's office budget	Cash Match	$19,709.69

Summary Source of Match/GPI:

Total Report	Cash Match	In Kind	GPI Federal Share	GPI State Share
$19,709.69	$19,709.69	$0.00	$0.00	$0.00

Budget Summary Information

Budget Summary Information by Budget Category:

CATEGORY	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
Personnel	$56,313.40	$19,709.69	$0.00	$0.00	$76,023.09

Budget Grand Total Information:

CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL
$56,313.40	$19,709.69	$0.00	$0.00	$76,023.09

Condition Of Fundings Information

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Funds	Hold Line Item Funds

You are logged in as **User Name**: JudgeHenry

AGENDA ITEM #26.a.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 2/08/2014	2. Contract Type: Expense Revenue Other	3. Renewal Contract: Yes / No
4. Department Name: Community Services Division	5. Department Contact: Connie Nicholson	
6. Description: Financial Assistance Program		
7. IFAS PEID No: 716082	8. IFAS Req No:	9. Orgkey: 1101.440100 / 10. Object Code: 5481000
11. Vendor: Salvation Army	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
1101.440100.5481000	1101	160,000	160,000				
Contract amount		55,000	55,000				
22. Totals:		215,000	215,000	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 10/1/13	Auto Renewal Contract: Yes / No	Bid No: B132016
Contract End Date: 9/30/14	Contract # Issued By Purchasing: CM14128	

Approved By:	Signature	Date
Department Head:	Connie Nicholson	2/5/2014
Purchasing Agent:	[signature]	2-13-14
County Legal:	Barry C. Willey	2/13/14

Contract listed in Budget Documentation: YES NO

County Budget Office: Denis Y Yearnd 2/13/2014

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

County County Auditor: [signature] by Jeffrey P. Malczewski 02/13/2014

FINANCIAL ASSISTANCE PROGRAM CONTRACT
SALVATION ARMY, TEXAS CITY

This Contract is made between the **County of Galveston ("County")** and the **The Salvation Army, a GA Inc., Texas City, Texas** a Non-Profit Organization (**"Provider"**).

Preamble

County, pursuant to Local Government Code Section 381.001, is empowered to assist qualified citizens of Galveston County with financial assistance as it relates to rent, utilities, prescriptions, food and personal hygiene.

County desires to contract with Provider for the provision of Financial Assistance services. In order to better serve the growing number of citizens of Galveston County that are in need of financial assistance, Galveston County on behalf of its Community Services Division, Department of Social Services wishes to enter into an agreement with Provider to provide financial services to potential clients who might be eligible for Social Services benefits. By entering into this agreement, a process is created that can alleviate both a duplication of services and the need of citizens travelling to multiple locations to apply for such assistance.

This Contract allows Galveston County residents to be screened for services offered by the Salvation Army and, at the same time, for those services once provided by Galveston County Social Services. The parties agree that information required for approval of services meets the standards guideline by Galveston County Community Services Division and will be required. Provider is willing, for the consideration herein paid, to provide the financial assistance services desired by County.

For and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

Article I

Qualifications of the Provider

Section 1.01 - Representations and Warranties of Provider

Provider hereby represents and warrants as follows:

A. That it is engaged in an on-going effort to provide Financial Assistance services for eligible Galveston County citizens.

B. That it is a non-profit organization, the purpose of which is to provide services to citizens in portions of Galveston County. The provider shall furnish a copy of documents proving its non-

profit status is currently up to date.

Article II

Scope of Services

Section 2.01 - Service to be Provided

The Provider shall provide financial assistance services to eligible Galveston County residents for housing/rent, utilities, and prescriptions/medical supplies.

The Provider agrees to:

A. Follow the guidelines set forth for this program by Galveston County Community Services Division.

B. Work with other agencies/organizations to get assistance for the client such as food stamps.

C. Utilize Charity Tracker to track all assistance provided to an eligible client.

D. Abide by all client eligibility standards set out by the guidelines of Galveston County Community Services Division and recognize that all clients of provider may not be eligible for any or all services under County guidelines.

Section 2.02 - Coordination of Services

The Provider shall coordinate its activities with other area organizations located within the County.

Section 2.03 - Provider Reports

A. The Provider shall prepare and submit to the Community Services Division Designee required reports and information bi-monthly, or alternatively, within the time frame and in the format required in the guidelines for this program. These reports should convey to the County the services performed by the provider and the amount of funds and services distributed.

B. The Provider shall prepare and submit to the County, within 30 days after the end of the Provider's fiscal year, a written report providing an annual summary of the services performed by the Provider pursuant to this contract as well as other services that may have been provided incidental to this Contract

Article III

Term of Contract

Section 3.01 - Term

The Provider shall perform the services described in Article II, for a period of twelve (12) months from October 1, 2013 to September 30, 2014.

Section 3.02 - Renewal

This Contract may be renewed on a year-to-year basis upon mutual agreement of the parties.

Article IV

Payment of Services

Section 4.01 - Fees

A. For and in consideration of the services to be performed by the Provider and subject to Provider matching County funds as hereinafter stated County agrees to pay the Provider for the term of this Contract the amount of $55,000. This amount is based on $50,000 to be provided for services to the citizens for financial assistance and $5,000 being a 10% administration fee to provide the services.

B. The parties acknowledge that circumstances may change which may adversely affect the budget and funding of Galveston County, and consequently, this amount may be modified at the discretion of the Commissioners' Court.

C. Any unused funds from the Galveston County Program remaining at the end of the contract period must be returned to Galveston County.

Section 4.02 - Billings

A. Billings will be submitted to the Director of Community Services for Galveston County for prior approval on a quarterly basis.

B. Billings will contain an affidavit executed by an Officer or Comptroller of Provider which attests to the validity and accuracy of the billing statement.

C. Billings to County shall not contain duplicate items which are billed to other public or private agencies.

Article V

Termination

Section 5.01 - Termination for Cause

A party may terminate its performance under this Contract upon default by the other party. Default by a party shall occur if the party fails to perform or observe any of the terms and conditions of this Contract required to be performed or observed by that party. Should such a default occur, the party against whom the default has occurred shall have the right to terminate this Contract upon thirty (30) days notice to the defaulting party. Such termination shall be ineffective if within said thirty-day period the defaulting party cures the default to the satisfaction of the other party.

Section 5.02 - Termination at Will

This Contract may be terminated with or without cause upon thirty (30) days notice by the party desiring to terminate to the other party.

Section 5.03 – Return of Pro-Rata Funds

If Provider has submitted an annual invoice and been paid for its services, should this Contract be terminated as provided above, Provider shall, within thirty (30) days after the date of termination return to the County a pro-rata amount of funds that correspond to the number of days left in this Contract had it not been terminated early

Article VI

Miscellaneous Provisions

Section 6.01 - Independent Contractor

The relationship of the Provider to the County shall be that of an Independent Contractor. The County shall have no authority to direct the day-to-day activities of any of the Provider's personnel decisions.

6.02 - Parties in Interest

This Contract shall bind and benefit the County and the Provider and shall not bestow any rights upon any third parties.

Section 6.03 - Non-Waiver

Failure of either party to insist on the strict performance of any of the terms or conditions herein or to exercise any rights or remedies accruing upon default shall not be considered a waiver of the right to insist on and to enforce any other obligation hereunder or t exercise any right or remedy occurring as a result of any other default or failure of performance.

Section 6.04 - Applicable Laws

This Contract is subject to and shall be construed in accordance with the laws of the State of Texas. This Contract is performable in Galveston County, Texas and venue for any legal proceeding involving this agreement shall be in Galveston County, Texas.

Section 6.05 - Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the fourth day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party:

County:

Mark A. Henry
County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

Connie Nicholson
Director of Community Services
722 Moody, Fifth Floor
Galveston, Texas 77550

Provider:

Salvation Army, Texas City
Capt. Mark Jacobs
PO Box 990
Galveston, TX 77553

Section 6.06 - Audits

The Provider shall provide to the County, within ninety (90) days of the close of the Provider's fiscal year, or as soon thereafter as practicable, its annual financial statements as prepared for its own Board of Directors. The County, through either its County Auditor or an independent private auditor, shall have the unfettered right to audit the books and records and accounts of Provider for the purpose of satisfying itself that the fees paid pursuant to Section 4.01 have been expended for the purposes contemplated by this contract; provided, that any such audit shall be conducted at the County's expense and in a manner that does not unreasonably disrupt the Provider's business.

Section 6.07 - Ambiguities

In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 6.08 - Entire Agreement

This Contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

In Witness Whereof, the parties have made and executed this contract in multiple copies, each of which shall be an original.

The Salvation Army, a GA Inc.,
Texas City, TX

X_____
LARRY W. BROOME SECRETARY

Date of Signature: 2/5/14

Galveston County

_____
Mark A. Henry
County Judge

Date of Signature:_____

Attest:

_____
Dwight D. Sullivan
County Clerk

COUNTY OF GALVESTON
DEPARTMENT OF COMMUNITY SERVICES

Financial Assistance Guidelines

The Department of Community Services is committed to serving the community through financial assistance to low-to-moderate income families and individuals in need. The Financial Assistance Program is funded by Galveston County tax payers and by actions of the Commissioners' Court. Partial funding is also provided by Reliant Energy.

Emergency financial assistance is available when clients are faced with hardships. Types of hardships are limited to the following: loss of job, reduction of income, damage to property, death of a spouse, severe illness, divorce, medical bills, incarceration and separation.

The fact that funding is coming from Galveston County does not mean that everyone is entitled to them. The Commissioners' Court expects the process to be just as thorough and just as sound using county funds as it would be with funding from voluntary or other sources. As long as the process is fair and equally applied, the Commissioners' Court supports those efforts to make choices that make a difference.

NOTE: All monies awarded for Financial Assistance from Galveston County MUST be disbursed during the period of October 1st through September 30th. If funds are remaining at the end of September they MUST be returned to Galveston County, NO monies would be rolled over into the next fiscal budget year

A. APPLICATION PROCESS

- Persons applying for assistance should report to the office located in their area, unless otherwise directed.
  - ***Exception:*** *applicants who are not able to apply in person because of a disability may apply by telephone. However, they must provide medical and/ or other documentation prior to certification. If necessary, a caseworker may visit the applicant's home.*
  - *Inconvenience to the applicant will not be a sufficient reason for conducting the interview by telephone or in the home.*
- No persons should be discriminated against based on geographical area.
- The applicant completes an application and is then seen by a caseworker to determine eligibility.
  - *The interview is a face-to-face, confidential discussion during which the*

applicant explains the circumstance and needs of household/economic unit. The caseworker and applicant will review the circumstances related to the determination of eligibility, assess other needs and plan for a resolution of the problem, if possible.

NOTE: If a client is not eligible, they will be provided a written denial and an appeal process should be offered.

- The caseworker will evaluate the application to determine if the applicant needs to provide additional information prior to eligibility.

- The caseworker will answer any question as to whether or not the agency can assist and under what circumstances. The caseworker will also be sure that the applicant understands:

  - County of Galveston program policies and procedures
  - The caseworker's responsibility to arrive at a fair and impartial decision
  - The applicant's rights and responsibilities
  - The purpose of the interview process

- Exiting the interview, the caseworker will explain:

  - The reason the applicant is eligible and the amount of assistance to be issued
  - The reason assistance is denied or will be terminated.
  - Instructions regarding further verification necessary to determine eligibility
  - Written denial form with the reason.
  - The client's right to an appeal on the denial of the request for assistance and instructions on how to ask for an appeal and supervisory case review.

B. HOME VISIT

Request for home visits will be screened by the supervisor. Home visits will be made to elderly or disabled persons who are not able to come into the office to apply for assistance or to obtain other services.

C. ELIGIBILITY REQUIRMENTS

- Must be 18 years or older
- Must be a resident of Galveston County
- Must provide proof of financial need (current income and expenses)
- Current picture ID and Social Security card
- Provide lease agreement, Housing Contract or House deed
- Current bank statement
- Verification of other assistance
- Must meet income guidelines
- Must provide proof of hardship that occurred within 30 days

D. *FUNDING CRITERIA*

- The County Commissioners' Court mandates that Local Agencies establish a system to ensure that no duplication of payment occurs within the categories of utility, rent or medication assistance.
  ***Rent, Medication, or Utility Assistance MUST not be committed to a client without first being cleared through the Charity Tracker Client Data Tracking System.*

- County distribution is as follows:
  - Electricity-$170
  - Rent-$125
  - Water-$50
  - Gas-$50
  - Medication (multiple prescriptions) $175 maximum
  - Medication (one prescriptions) $150 maximum

  ***Note: Under extreme circumstances a different amount of assistance maybe requested but prior approval from the Community Services Division Director or Designee is required before a pledge is made.*

- Client Data information MUST be completely filled out in the Charity Tracker System. ***No data fields should be left blank in the Charity Tracker System.*

- Making a pledge for a client using County Funds requires logging on to the Charity Tracker Client Data Tracking System to ensure that there is no duplication of services for client or household. Agency is responsible for entering **ALL** assistance, write-ups, denials provided to clients into Charity Tracker the same day that services are provided. **NOTE: - Denial and Crisis qualifying client for County funds should be entered into Charity Tracker in the "NOTES" field.

  - Data on all persons in the household MUST be entered into Charity Tracker (children: names, birthdays, etc.)

  - All income MUST be noted in Charity Tracker

- Rent Assistance can be given if all of the following conditions are met:

  - Payment is in arrears or due within ten calendar days

  - Balance of rent is paid in full (Must provide proof of payment)

  - Client has paid deposits and late fees (Must provide proof of payment)

- Rent statement, W-9 form and Conflict Form is accurate and completed
- Client is: 1) a resident of the apartment and 2) responsible for the rent on the apartment where the rent assistance is to be paid.

- The following payments are not eligible rent cost: late fees, and deposits.

- Ownership must be verified thru Galveston Central Appraisal

- Rent may not be paid to family members, ever

- Lease must be in client's name, current and signed by client and landlord

- Lot fees or mobile home rent is eligible if landlord is not a relative.

❖ Utility Assistance can be given if all the following conditions are met:

-Eligible utility cost include gas, electricity and water & sewer

- You must get a breakdown of the monthly charges (a copy of the current billing)

- Utility assistance providers should secure a current bill from the client.

❖ If paying a past due bill, the client would need to provide the past due bill showing the amount owed.

- Circle Service Address verifying payment is being paid to the service address of the client. (AT ALL TIMES)

- Utility reconnect & disconnect fees are not eligible cost.

- Pre-paid utility services are NOT eligible.

❖ Each utility or rental can be paid only once in a 12 month period per individual or household, subject to approval

❖ Medication assistance can be paid only twice in a 12 month period for any individual. **Original Prescription MUST be provided at the time of interview. ABSOLUTELY NO Narcotic drugs may be filled unless client has just been released from hospital with 5 days. (MUST HAVE VERIFICATION OF RELEASE)

❖ ALL checks are made out to eligible vendors and landlords. No payments are to be given to the client.

E. COMMUNITY SERVICES DIVISION DESIGNEE

- At least one person at each agency shall be designated as a primary contact and be able to receive e-mail communication regarding the County of Galveston Financial Assistance Program.

- At least one person at each agency shall be designated for updating Galveston County Community Services Division Designee of changes that take place during the jurisdiction's spending period.

- ALL appeals MUST be forward to the Community Services Division Designee

- A copy of the clients file MUST be submitted to the Community Services Division Designee EVERY Monday.

- ALL agencies receiving Galveston County funds must submit a monthly report to Galveston County Community Services Division Designee on or before the last day of each month until the entire contribution fund balance is depleted. Reports should be submitted for all months even if funds were not distributed.

  *Reports should include:

  - Client's First & Last Name
  - First & Last Name reported on Bill
  - Address (Include City & Zip code)
  - Vendor
  - Amount which Client was assisted
  - Date of Assistance
  - Date Check was mailed
  - Bill Due Date
  - Check Box Indicating Approval or Denial
  - Check Box Indicating Charity Tracker was completed

F. RELIANT ENERGY

Reliant Energy may allow Galveston County to pass through Reliant Care funds to the Non-Profit organizations. These funds have criteria established by Reliant Energy that must be followed. If allowed to pass funds to the non-profit

organizations the following guidelines apply.

- All clients' recipients of CARE contributions are eligible for a maximum annual payment not to exceed $300. The assistance payment may be a one-time payment of up to $300 in accordance with Galveston County Community Services hardship criteria or the recipient may receive multiple assistance payments as long as the annual total does not exceed the maximum $300 limit
- Each recipient of CARE contributions must be a Reliant Energy customer with an active account
- The client recipient name must match the Reliant Energy customer name
- Weekly Reports (Every Monday)
    - Agency Name
    - Agent Name
    - Application Date
    - Approved Date
    - Submission Date
    - Client/Customer Name
    - Account Number
    - Amount of Pledge

THE STATE OF TEXAS COUNTY OF GALVESTON

Match
Nicholson, Connie
to:
Mark_Jacobs
01/17/2014 10:35 AM
Hide Details
From: "Nicholson, Connie" <Connie.Nicholson@co.galveston.tx.us>
To: <Mark_Jacobs@uss.salvationarmy.org>,

Captain Jacobs, as per our conversation yesterday.

Section 4.01 – Fees

There is no required matching funds. We ask that you continue to provide services as you have in the past (in addition to county funds) and in certain circumstances if a person's need exceeds what the guidelines allow you to pay with county funds that you contribute from your or other sources to fulfill the need.

Respectfully,

Connie A. Nicholson
Director of Community Services
County of Galveston
722 Moody, 5th Floor
Galveston, Texas 77550
(409) 770-5543 desk
(409) 682-3139 cell
(409) 766-4551 fax
connie.nicholson@co.galveston.tx.us

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/05/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

CHESTERFIELD INSURANCE AGENCY
P.O. BOX 237

GREEN, OH 44232-0237

CONTACT NAME: SUE HAMILTON
PHONE (A/C, No, Ext): 330-896-7639 X5104 FAX (A/C, No): 330-896-6548
E-MAIL ADDRESS: SUE.HAMILTON@TPA4TSA.COM

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: ZURICH AMERICAN INSURANCE COMPANY	16535
INSURER B: THE SALVATION ARMY RISK TRUST	
INSURER C: THE SALVATION ARMY, A GEORGIA CORP.	
INSURER D: AMERICAN ZURICH INSURANCE COMPANY	40142
INSURER E:	
INSURER F:	

INSURED

THE SALVATION ARMY, A GEORGIA CORPORATION
1424 NORTHEAST EXPRESSWAY
ATLANTA, GA 30329-2088

COVERAGES **CERTIFICATE NUMBER:** 102868 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
C	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X INCLUDES PROF. LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		GLO 9488573-02	01/01/14	01/01/15	EACH OCCURRENCE	$	500,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	500,000
							MED EXP (Any one person)	$	N/A
							PERSONAL & ADV INJURY	$	500,000
							GENERAL AGGREGATE	$	1,000,000
							PRODUCTS - COMP/OP AGG	$	N/A
								$	
A	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			BAP 9139858-07	01/01/14	01/01/15	COMBINED SINGLE LIMIT (Ea accident)	$	
							BODILY INJURY (Per person)	$	500,000
							BODILY INJURY (Per accident)	$	1,000,000
							PROPERTY DAMAGE (Per accident)	$	100,000
								$	
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED X RETENTION $500,000	X		TRUST #1957850	01/01/14	01/01/15	EACH OCCURRENCE	$	2,000,000
							AGGREGATE	$	2,000,000
								$	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC 9300799-12	01/01/14	01/01/15	X WC STATU-TORY LIMITS OTH-ER		
							E.L. EACH ACCIDENT	$	1,000,000
							E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

COVERAGE APPLIES TO THE SALVATION ARMY LOCATED AT 601 51 STREET , GALVESTON, TX 77551 AS RESPECTS TO THE FINANCIAL ASSISTANCE PROGRAM.

CERTIFICATE HOLDER

GALVESTON COUNTY JUSTICE CENTER
600 59TH STREET/ SUITE 2001
GALVESTON, TX 77551

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Susan M. Hamilton

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THE SALVATION ARMY POLICY STATEMENT
ON RELATIONSHIPS WITH OTHER GROUPS AND ORGANIZATIONS

The Salvation Army in the United States works cooperatively with many groups — governmental, social service, civic, religious, business, humanitarian, educational, health, character building, and other groups — in the pursuit of its mission to preach the Christian Gospel and meet human need.

Any agency, governmental or private, which enters into a contractual or cooperative relationship with The Salvation Army should be advised that:

1. The Salvation Army is an international religious and charitable movement, organized and operated on a quasi-military pattern, and is a branch of the Christian church.

2. All programs of The Salvation Army are administered by Salvation Army Officers, who are ministers of the Gospel.

3. The motivation of the organization is love of God and a practical concern for the needs of humanity.

4. The Salvation Army's provision of food, shelter, health services, counseling, and other physical, social, emotional, psychological and spiritual aid, is given on the basis of need, available resources and established program policies.

Organizations contracting and/or cooperating with The Salvation Army may be assured that because The Salvation Army is rooted in Christian compassion and is governed by Judeo-Christian ethics, The Salvation Army will strictly observe all provisions of its contracts and agreements.

Commissioners Conference:
May 1996

AGENDA ITEM #26.b.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 2/08/2014	2. Contract Type: Expense Revenue Other	3. Renewal Contract: Yes / No
4. Department Name: Community Services Division	5. Department Contact: Connie Nicholson	
6. Description: Financial Assistance Program		
7. IFAS PEID No: 716084	8. IFAS Req No:	9. Orgkey: 1101.440100 / 10. Object Code: 5481000
11. Vendor: St. Vincent's House	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
1101.440100.5481000	1101	160,000	160,000				
Contract amount		22,000	22,000				
22. Totals:		182,000	182,000	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 10/1/13	Auto Renewal Contract: Yes / No	Bid No: B132016
Contract End Date: 9/30/14	Contract # Issued By Purchasing: CM14126	

Approved By:	Signature	Date
Department Head:	Connie Nicholson	2/5/2014
Assistant Purchasing Agent:	[signature], CPPB	02/11/2014
County Legal:	Barry C. Willey	11 Feb 2014

Contract listed in Budget Documentation: YES NO

County Budget Office:	Denise Y. Yeard	2/12/2014

Budget Available and Funds are will be Available: YES NO

County County Auditor:	[signature]	2/12/14

FINANCIAL ASSISTANCE PROGRAM CONTRACT
ST. VINCENT'S HOUSE

This Contract is made between the **County of Galveston ("County")** and the **St. Vincent's House,** a Non-Profit Organization (**"Provider"**).

Preamble

County, pursuant to Local Government Code Section 381.001, is empowered to assist qualified citizens of Galveston County with financial assistance as it relates to rent, utilities, prescriptions, food and personal hygiene.

County desires to contract with Provider for the provision of Financial Assistance services. In order to better serve the growing number of citizens of Galveston County that are in need of financial assistance, Galveston County on behalf of its Community Services Division, Department of Social Services wishes to enter into an agreement with Provider to provide financial services to potential clients who might be eligible for Social Services benefits. By entering into this agreement, a process is created that can alleviate both a duplication of services and the need of citizens travelling to multiple locations to apply for such assistance.

This Contract allows Galveston County residents to be screened for services offered by St. Vincent's House and, at the same time, for those services once provided by Galveston County Social Services. The parties agree that information required for approval of services meets the standards guideline by Galveston County Community Services Division and will be required. Provider is willing, for the consideration herein paid, to provide the financial assistance services desired by County.

For and in consideration of the premises and mutual covenants herein contained, it is agreed as follows:

Article I

Qualifications of the Provider

Section 1.01 - Representations and Warranties of Provider

Provider hereby represents and warrants as follows:

A. That it is engaged in an on-going effort to provide Financial Assistance services for eligible Galveston County citizens.

B. That it is a non-profit organization, the purpose of which is to provide services to citizens in

portions of Galveston County. The provider shall furnish a copy of documents proving its non-profit status is currently up to date.

Article II

Scope of Services

Section 2.01 - Service to be Provided

The Provider shall provide financial assistance services to eligible Galveston County residents for housing/rent, utilities, and prescriptions/medical supplies.

The Provider agrees to:

A. Follow the guidelines set forth for this program by Galveston County Community Services Division.

B. Work with other agencies/organizations to get assistance for the client such as food stamps.

C. Utilize Charity Tracker to track all assistance provided to an eligible client.

D. Abide by all client eligibility standards set out by the guidelines of Galveston County Community Services Division and recognize that all clients of provider may not be eligible for any or all services under County guidelines.

Section 2.02 - Coordination of Services

The Provider shall coordinate its activities with other area organizations located within the County.

Section 2.03 - Provider Reports

A. The Provider shall prepare and submit to the Community Services Division Designee required reports and information bi-monthly, or alternatively, within the time frame and in the format required in the guidelines for this program. These reports should convey to the County the services performed by the provider and the amount of funds and services distributed.

B. The Provider shall prepare and submit to the County, within 30 days after the end of the Provider's fiscal year, a written report providing an annual summary of the services performed by the Provider pursuant to this contract as well as other services that may have been provided incidental to this Contract.

Article III

Term of Contract

Section 3.01 - Term

The Provider shall perform the services described in Article II, for a period of twelve (12) months from October 1, 2013 to September 30, 2014.

Section 3.02 - Renewal

This Contract may be renewed on a year-to-year basis upon mutual agreement of the parties.

Article IV

Payment of Services

Section 4.01 - Fees

A. For and in consideration of the services to be performed by the Provider and subject to Provider matching County funds as hereinafter stated County agrees to pay the Provider for the term of this Contract the amount of $22,000. This amount is based on $20,000 to be provided for services to the citizens for financial assistance and $2,000 being a 10% administration fee to provide the services.

B. The parties acknowledge that circumstances may change which may adversely affect the budget and funding of Galveston County, and consequently, this amount may be modified at the discretion of the Commissioners' Court.

C. Any unused funds from the Galveston County Program remaining at the end of the contract period must be returned to Galveston County.

Section 4.02 - Billings

A. Billings will be submitted to the Director of Community Services for Galveston County for prior approval on a quarterly basis.

B. Billings will contain an affidavit executed by an Officer or Comptroller of Provider which attests to the validity and accuracy of the billing statement.

C. Billings to County shall not contain duplicate items which are billed to other public or private agencies.

Article V

Termination

Section 5.01 - Termination for Cause

A party may terminate its performance under this Contract upon default by the other party. Default by a party shall occur if the party fails to perform or observe any of the terms and conditions of this Contract required to be performed or observed by that party. Should such a default occur, the party against whom the default has occurred shall have the right to terminate this Contract upon thirty (30) days notice to the defaulting party. Such termination shall be ineffective if within said thirty-day period the defaulting party cures the default to the satisfaction of the other party.

Section 5.02 - Termination at Will

This Contract may be terminated with or without cause upon thirty (30) days notice by the party desiring to terminate to the other party.

Section 5.03 – Return of Pro-Rata Funds

If Provider has submitted an annual invoice and been paid for its services, should this Contract be terminated as provided above, Provider shall, within thirty (30) days after the date of termination return to the County a pro-rata amount of funds that correspond to the number of days left in this Contract had it not been terminated early

Article VI

Miscellaneous Provisions

Section 6.01 - Independent Contractor

The relationship of the Provider to the County shall be that of an Independent Contractor. The County shall have no authority to direct the day-to-day activities of any of the Provider's personnel decisions.

6.02 - Parties in Interest

This Contract shall bind and benefit the County and the Provider and shall not bestow any rights upon any third parties.

Section 6.03 - Non-Waiver

Failure of either party to insist on the strict performance of any of the terms or conditions herein or to exercise any rights or remedies accruing upon default shall not be considered a waiver of the right to insist on and to enforce any other obligation hereunder or t exercise any right or remedy occurring as a result of any other default or failure of performance.

Section 6.04 - Applicable Laws

This Contract is subject to and shall be construed in accordance with the laws of the State of Texas. This Contract is performable in Galveston County, Texas and venue for any legal proceeding involving this agreement shall be in Galveston County, Texas.

Section 6.05 - Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the fourth day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address described below or at such other address as the receiving party may have theretofore prescribed by notice to the sending party:

County:	**Mark A. Henry** **County Judge** **Galveston County Courthouse** **722 Moody, 2nd Floor** **Galveston, Texas 77550** **Connie Nicholson** **Director of Community Services** **722 Moody, Fifth Floor** **Galveston, Texas 77550**
Provider:	**St. Vincent's House** **Doris Bagsby** **2817 Post Office** **Galveston, TX 77550**

Section 6.06 - Audits

The Provider shall provide to the County, within ninety (90) days of the close of the Provider's fiscal year, or as soon thereafter as practicable, its annual financial statements as prepared for its own Board of Directors. The County, through either its County Auditor or an independent private auditor, shall have the unfettered right to audit the books and records and accounts of Provider for the purpose of satisfying itself that the fees paid pursuant to Section 4.01 have been expended for the purposes contemplated by this contract; provided, that any such audit shall be conducted at the County's expense and in a manner that does not unreasonably disrupt the Provider's business.

Section 6.07 - Ambiguities

In the event of any ambiguity in any of the terms of this Contract, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

Section 6.08 - Entire Agreement

This Contract contains all the agreements of the parties relating to the subject matter hereof and is the full and final expression of the agreement between the parties.

In Witness Whereof, the parties have made and executed this contract in multiple copies, each of which shall be an original.

St. Vincent's House

Michael Jackson
Executive Director
Date of Signature: 2-3-14

Galveston County

Mark A. Henry
County Judge
Date of Signature:_____

Attest:

Dwight D. Sullivan
County Clerk

AGENDA ITEM #27.

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), _____ (HOMEOWNER), and _____ (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 _____ 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: Cindy Pagan, Grants Coordinator
722 Moody (aka 21st Street), 3rd Floor
Galveston, Texas 77550
Telephone: 409 770 5355
Email: cynthia.pagan@co.galveston.tx.us

CONTRACTOR:

Name of Company:_____
Name of Designated contact person:_____
Address:_____
_____
_____
Telephone_____
Email:_____

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:_____

_____

HOMEOWNER'S contact:_____*
Address of Homeowner:_____

_____

_____

Telephone:_____
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	$TBD	
d.	NON-ELEVATION COSTS**		$TBD
e.	TEMPORARY HOUSING, if applicable***	$TBD	
f.	ICC Claim Processing Fee****		$TBD
	Total Budgeted PROJECT HARD COSTS:	**$TBD**	

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	$TBD
100% of NON-ELEVATION COSTS (paid separately)**	$TBD+
TEMPORARY HOUSING, if applicable (reimbursed 90%)***	$TBD
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	$TBD
00% of NON-ELEVATION COSTS**	$00.00
90% reimbursement of TEMPORARY HOUSING, if applicable***	$TBD
90% of ICC claim processing fee ($900), if applicable****	$TBD

c. Total PROJECT HARD COSTS: **$TBD**

*, **, ***, 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:

_____
Signature and Title

_____
Printed Name and Title of person signing for CONTRACTOR

_____
Date Signed

HOMEOWNER (ALL PERSONS WITH OWNERSHIP INTEREST MUST SIGN):

_____
Signature of Homeowner

_____
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

Exhibit B:

County of Galveston/SRL Elevation Program
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

Proposer:_____ Date of Certification:_____

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:_____
Signature

_____
Printed name and title of person signing above for Proposer

Sworn to and Subscribed before me on this ____day of_____, 2013.

_____
Notary Public in and for the State of Texas

My commission expires:_____

Exhibit C

MITIGATION OFFER/Declination Notice specific to this PROPERTY

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

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

____

Signature

Date:______________________________

____

Signature

Date:______________________________

CONTRACTOR

____

Signature

Date:______________________________

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.**

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 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

Exhibit H

Blank FEMA NFIP Elevation Certificate and Instructions (2012 Edition), FEMA Form 086-0-33

Model Acknowledgement of Conditions
For Mitigation of Property in a Special Flood Hazard Area
With FEMA Grant Funds

Property Street Address
City _____State TX Zip Code _____
Deed dated , Recorded
Legal Description:
Tax map , block _____, parcel _____
Base Flood Elevation at the site is feet (NGVD).
Map Panel Number , effective date

As a recipient of Federally-funded hazard mitigation assistance under the Hazard Mitigation Grant Program, as authorized by 42 U.S.C. §5170c / Pre-Disaster Mitigation Program, as authorized by 42 U.S.C. §5133 / Flood Mitigation Assistance Program, as authorized by 42 U.S.C. §4104c / Severe Repetitive Loss, as authorized by 42 U.S.C. §4102a, the Property Owner accepts the following conditions:

1. That the Property Owner has insured all structures that will **not** be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.*, as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.

2. That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 and City/County Ordinance as long as the Property Owner holds title to the property. These criteria include, but are not limited to, the following measures:

    i. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;
    ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
    iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
    iv. All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water.

    For a complete, detailed list of these criteria, see City/County Ordinance attached to this document.

3. The above conditions are binding for the life of the property. To provide notice to subsequent purchasers of these conditions, the Property Owner agrees that the County will legally record with the county or appropriate jurisdiction's land records a notice

that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

> "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 flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance."

4. Failure to abide by the above conditions may prohibit the Property Owner and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Property Owner may be liable to repay such amounts.

(Continued on next page)

This Agreement shall be binding upon the respective parties' heirs, successors, personal representatives, and assignees.

THE COUNTY OF GALVESTON

A _____ municipal corporation

By: _____
[Name, Title]

of the County of Galveston

&

_____
[Name of Property Owner]

WITNESSED BY:

_____
[Name of Witness]

[SEAL]

Notary Public

ACKNOWLEDGEMENT
State of Texas County of Galveston
Before me, _____, on this day personally appeared _____, 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.

Given under my hand and seal of office this _____ day of _____, 2014.

_____
Notary Public's Signature

AGENDA ITEM #28.a.

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

February 11, 2014

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

Re: RFP #B092015, Vending Machine Services for Galveston County

Gentlemen,

The contract associated with RFP #B092015, Vending Machine Services for Galveston County is scheduled to expire on April 14, 2014, and there are no further extensions.

Authorization is requested to re-solicit for these services.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

Upon motion of Commissioner Holmes, seconded by Commissioner Lamb, and carried, It is Ordered by the Court that execution of the following Contract for Bid No B092015 with Brown Food Services, Inc for Vending Machine Services be and is approved.

140

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: **CM09111**
Invitation to Bid Number: **B092015 – Vending Machine Services for Galveston County**

Term of Contract

Initial term (Services) Beginning date of execution of this Contract by latest signatory to sign and terminating **April 14, 2010.**

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: **Brown Food Services, Inc.**

Awarded as to addendum(s) (if applicable):

Addendum No 1· ( ) yes ( ) no ( ) n a
Addendum No 2 ( ) yes ( ) no ( ) n a.
Addendum No 3· ( ) yes ( ) no ( ) n a

Payment Bond Required ( ) yes (X)no

Performance Bond Required ( ) yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor
BROWN FOOD SERVICES, Inc
2819 Beluche
GALVESTON, TX 77551

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 15th day of April, 2009.

Contractor:

BROWN FOOD Services Inc

By: [signature]

Date: 3/31/09

Galveston County

By: [signature]

Date: April 15, 2009

~~James D. Yarbrough, County Judge~~
Patrick F. Doyle, Acting County Judge

Attest: [signature]

[illegible] Daigle, County Clerk

Vend Rates & Commissions:

Option "A"

Catagories	**Proposed Vend Rate**	**Proposed Commissions**
Drink Selections:		
20 Oz. Bottled Water	$1.25	10%
20 Oz. Soft Drinks	$1.25	10%
20 Oz. Sports Drinks	$1.50	10%
12 Oz. Cans	.75	10%
16 Oz. Energy Drinks	$2.25	10%
16 Oz. Juices	$1.50	10%
Starbucks Frappuccino	$1.75	10%
Snack Selections		
Vend Size Chips	.60	10%
LSS Chips & Snack Mixes	.85	10%
Cookies, Crackers & Nuts	.75	10%
Candy Vend Size	1.00	10%
King Size Candy	1.25	10%
Pastries	.85 -1.25	10%
Gum & Mints	.65	10%

All prices include the appropriate State & Local Sales & Use Tax.
All commissions are figured after deduction of the appropriate State and Local Sales Tax.
No commission will be paid on machines generating sales less than $100.00 per month.

* No Commission offered on Any Coffee or Cold Food (Sandwich) Machines

Vend Rates & Commissions:

Option "B"

Catagories	Proposed Vend Rate	Proposed Commissions
Drink Selections:		
20 Oz. Bottled Water	$1.50	15%
20 Oz. Soft Drinks	$1.50	15%
20 Oz. Sports Drinks	$1.50	15%
12 Oz. Cans	.85	15%
16 Oz. Energy Drinks	$2.25	15%
16 Oz. Non Carbonated Juices	$1.75	15%
Starbucks Frappuccino	$2.00	15%
Snack Selections		
Vend Size Chips	.75	12%
LSS Chips & Snack Mixes	1.00	12%
Cookies, Crackers & Nuts	1.00	12%
Candy Vend Size	.75	12%
King Size Candy	1.25	12%
Pastries	1.25	12%
Gum & Mints	.75	12%

All prices include the appropriate State & Local Sales & Use Tax.
All commissions are figured after deduction of the appropriate State and Local Sales Tax.
No commission will be paid on machines generating sales less than $100.00 per month.

* NO COMMISSION offered ON COFFee or COLD FOOD (SANDWICH) MACHINES

Vend Rates & Commissions

Option "C"

Catagories	**Proposed Vend Rate**	**Proposed Commissions**
Drink Selections:		
20 Oz. Bottled Water	$1.00	0%
20 Oz. Soft Drinks	$1.00	0%
20 Oz. Sports Drinks	$1.25	0%
12 Oz. Cans	.60	0%
16 Oz. Energy Drinks	$2.00	0%
16 Oz. Juices	$1.25	0%
Starbucks Frappuccino	$1.75	0%
Snack Selections		
Vend Size Chips	.50	0%
LSS Chips & Snack Mixes	.75	0%
Cookies, Crackers & Nuts	.65	0%
Candy Vend Size	.75	0%
King Size Candy	1.00	0%
Pastries	.75	0%
Gum & Mints	.50	0%

All prices include the appropriate State & Local Sales & Use Tax.
All commissions are figured after deduction of the appropriate State and Local Sales Tax.

* NO Commission offered ON Coffee or Cold FOOD (SANDWICH) MACHINES

Prices are subject to change at some future date as warranted due to manufacturer price increases or other factors influencing profitability such as fuel cost, minimum wage increases and factors listed in the Exceptions section provided herein. BFS reserves the right to control prices charged. BFS agrees to consult with County representatives when implementing increases in prices.
Commissions are after deduction of any applicable sales & use taxes.
Brown Food Services, Inc agrees to provide refunds through a mutually agreed upon process for your customers who from time to time, may require a refund.

We welcome any input that may make this proposal acceptable to you.
Thank you for considering this proposal.

Jeff Brown, Pres.

Jeff Brown, Pres.
Brown Food Services, Inc.

PROPOSAL RESPONSE FORM #1C
VENDING MACHINE SERVICES
RFP #B092015
GALVESTON COUNTY, TEXAS

BROWN FOOD Services Inc, vending machine service provider, hereby agrees to bid and pay Galveston County the following monthly, flat-rate commission payment for the business opportunity to install, service, maintain, and collect vending machine fees at all Galveston County locations stated herein. Premises to be awarded will be checked by County prior to Contract award and execution by the County Judge.

( ) Bidding on "all or none" basis. (Proposer will only accept award of all items and locations bid on).

(✓) Bidding on "per item" basis. (Proposer will accept award on any items or locations bid on).

Exceptions to RFP conditions: ✓ Yes _____ No
If "Yes", please attach exceptions to Proposal Response Form.

Machine installation will begin within 30 calendar day(s) after Notice of Award and will be completed within 30 days thereafter.

In compliance with the above, the undersigned offers and agrees to furnish any or all of the services enumerated at the percentage price set opposite each item within the time specified.

BROWN FOOD Services Inc
Company Name

Jeffrey L. Brown
Authorized Person

2819 Beluche
Street Address

Jeffrey L. BROWN
Printed Name

GALVESTON, TX 77551
City State Zip

PRESIDENT
Title

(409) 457-8118
Telephone Number

(409) 740-1422
Fax Number

Offeror to indicate status as to "Partnership", "Corporation", "Sole Proprietorship", etc.

_____

Received Addendum # _____, #_____, #_____, #_____

PROPOSAL RESPONSE FORM #1B
VENDING MACHINE SERVICES
RFP #B092015
GALVESTON COUNTY, TEXAS

The term "**gross receipts**" as used in this agreement shall mean total receipts before the deduction of any costs or expenses save and except sales taxes.

	Percent of all Gross Receipts				
	Basic Period First Year	Basic Period Second Year	First Year Option	Second Year Option	Third Year Option
Courthouse Vending Facility	10 %		10 %	10 %	10 %

	Percent of all Gross Receipts				
	Basic Period First Year	Basic Period Second Year	First Year Option	Second Year Option	Third Year Option
Galveston Island Vending Facilities	10 %		10 %	10 %	10 %

	Percent of all Gross Receipts				
	Basic Period First Year	Basic Period Second Year	First Year Option	Second Year Option	Third Year Option
Mainland Vending Facilities	10 %		10 %	10 %	10 %

The Concessionaire agrees to pay to Galveston County the single overall percentage of gross receipts for the concession activities described within this Request for Proposal.

Multiple percentages of gross receipts shall be unacceptable and will render your proposal non-responsive and result in rejection thereof.

COLD BEVERAGES NON-VENDED

BRAND	PRODUCT DESCRIPTION	SIZE	PRICE
Coke	Coke Classic	12 oz/20 oz	
	Diet Coke w/ Lemon	12 oz/20 oz	
	Diet Coke	12 oz/20 oz	
	Vanilla Coke	12 oz/20 oz	
	Sprite	12 oz/20 oz	ALL 12 oz 75¢
	Diet Sprite	12 oz/20 oz	
	Cherry Coke	12 oz/20 oz	
	Caffine Free Diet Coke	12 oz/20 oz	
	Barq's Rootbeer	12 oz/20 oz	ALL 20 oz $1.25
	Mr. Pibb X-tra	12 oz/20 oz	
	Tab	12 oz/20 oz	
	Fresca	12 oz/20 oz	
	Dasani Water	20 oz	
Fanta	Kiwiberry	20 oz	
	Fruit Cherry	20 oz	

Minute Maid	**Stawberry Soda**	**20 oz**
	Orange Soda	**20 oz**
	Pink Lemonade	**20 oz**
	Orange Juice	**15.2 oz**
	Apple Juice	**15.2 oz**
	Pink Grapefruit	**15.2 oz**
	Cranapple Raspberry	**15.2 oz**
	Cran Grape	**15.2 oz**
	Grape Soda	**20 oz**
	Fruit Punch J/B	**20 oz**

$1.50

Nestee	**Sweet and Lemon**	**12 oz/ 20 oz**
	Cool Peach	**12 oz/ 20 oz**
	Sweet	**12 oz/ 20 oz**
	Cool Raspberry	**12 oz/ 20 oz**

12oz 75¢
20oz 1.25

Powerade	**Mountain Blast**	**20 oz**
	Fruit Punch	**20 oz**
	Green Squall	**20 oz**
	Arctic Shatter	**20 oz**
	Lemon Lime	**20 oz**
	Jagged Ice	**20 oz**

ALL SPORTS DRINKS
$1.50

GUM & MINTS

BRAND	PRODUCT DESCRIPTION	SIZE		PRICE
Hershey Foods	*Ice Breakers Mint Gum*	*six stick*	$	.65 ¢
	Ice Breakers Wintergreen	*six stick*	$	
Kraft/Nabisco	*Lifesavers Spear O Mint*	*.72 oz*	$	
	Lifesavers Peppermint	*.72 oz*	$	
	Lifesavers Wintergreen	*.72 oz*	$	.75 ¢
	Lifesavers 5 Flavors	*.72 oz*	$	

COOKIE

BRAND	PRODUCT DESCRIPTION	SIZE	PRICE
Austin Quality Foods	*Zoo Animal Crackers*	*2.125 oz*	*$* ---
Biscomeria Corporation	*Basil Strawberry*	*3 oz*	*$* *1.00*
	Basil's Pecan Shortbread	*2 oz*	*$*
	Knott's Berry Raspberry Shtbrd	*2 oz*	*$* 175
Famous Amos/Keebler	*Famous Amos Choc Chip Cookie*	*2 oz*	*$*
	Famous Amos Oatmeal Raisin	*2 oz*	*$* .75
Frito-Lay/Grandmas Cookies	*Grandma's Vanilla Crème Mini*	*2.25 oz*	*$*
	Grandma's Oatmeal Raisin	*2.75 oz*	*$* 100
	Grandma's Peanut Butter Cookie	*2.75 oz*	*$*

CANDY

BRAND	PRODUCT DESCRIPTION	SIZE	PRICE	
General Mills/Gardetto's	Nat Vlly Banana Nut Granola Bar	1.5 oz	$	
	Nat Vlly Oat/Honey Granola Bar	1.6 oz	$	
	Sugar Free R/Fat Vanilla Wafer	1.7 oz	$	.75
	Sugar Free Vanilla Wafter N/S	1.75 oz	$	
GoodMark Foods	Slim Jim Spicy	.66 oz	$	
Hershey Foods	Reese's Nutrageous	1.8 oz	$	
	Zero Bar	1.85 oz	$	
	Payday Bar	1.85 oz	$	
	Reese's PB Cup Minis	2.7 oz	$	
	Jolly Rancher Asst. Vend Bag	3 oz	$	
	Hershey Almond	1.45 oz	$	
	Reese's Sticks	1.5 oz	$	
	Kit Kat	1.5 oz	$	
	Reese's Pieces	1.53 oz	$	
	Milk Chocolate	1.55 oz	$	
	Whatchamacallit	1.6 oz	$	$1.00
	Reese's Peanut	1.6 oz	$	
	Almond Joy	1.61 oz	$	
	Rolo	1.7 oz	$	
	Mounds	1.75 oz	$	
	Mr.Goodbar	1.75 oz	$	
	Kit Kat BigKat Vend Bar	1.94 oz	$	
	Reese's Fast Break	2.0 oz	$	
	Strawberry Twizzlers	2.5 oz	$	
Just Born Inc.	Mike & Ike Zours Bags	1.8 oz	$	
	Hot Tamales	2.12 oz	$	
Kellogg Sales Company	Nutri-Grain Apple	1.3 oz	$	75¢
	Nutri-Grain Blueberry	1.3 oz	$	

	Nutri-Grain Strawberry	1.3 oz	$	
	Frosted Strawberry Pop Tart	3.6 oz	$	
Kraft/Nabisco	Strawberry Fruit Snacks	2.5 oz	$	.75
	Lorna Doone Cookies	1.5 oz	$	
	Oreo Crème Sandwich Cookie	1.8 oz	$	
	Planters Salted Peanuts	1. Oz	$	
	Planters Cktl Peanuts Lt Sltd	1.75 oz	$	
	Snackwell's Crème Sandwch Ckie	1.7 oz	$	
	Mini Oreo Bite Size Cookies	1.75 oz	$	$1.00
	Nutter Butter Bites	1.75 oz	$	

SNACKS

BRAND	PRODUCT DESPCRITION	SIZE	PRICE	
Conagra-Act II	Act II Lite Butter Popcorn	3 oz	$	1.00
	Act II Butter Popcorn	3.5 oz	$	1.00
Frito-Lay/Large Single Serve	Baked Lays Crsps KC Master BBQ	1.125 oz	$	0.75
	Miss Vickies Jalalpeno	1.375 oz	$	1.00
	Lays Regular LSS	1.5 oz	$	0.75
	Ruffles Cheddar Sr Crm LSS	1.5 oz	$	0.75
	Doritos Nacho Cheese LSS	1.75 oz	$	0.75
	Frito Munchies LSS	1.75 oz	$	0.75
	Doritos Salsa LSS	1.75 oz	$	0.75
	Cheetos Crunchy LSS	2.125 oz	$	0.75
	Cheetos Flamin' Hot LSS	2.125 oz	$	0.75
	Fritos Crn Chips Chili/Chs LSS	2.25 oz	$	0.75
	Fritos Corn Chips Big Grab	2.25 oz	$	0.75
	Fritos Flvr Twist Chdr Ranch	2.25 oz	$	0.75
General Mills/Gardetto's	Bugles Original LSS	1.5 oz	$	0.75
	Gardetto Original Snak-Ens	1.75 oz	$	0.75
	Chex Mix Traditional	1.75 oz	$	0.75
	Chex Mix Hot N Spicy	1.75 oz	$	0.75
	Chewy Trail Mix Bar	1.2 oz	$	0.75
GoodMark Foods	Andy Capp White Chd Stk Fries	1.75 oz	$	0.75
	Andy Capp Hot Chili/Chs Stk Fr	1.75 oz	$	0.75
Keebler/Sunshine	Cheez-It White Cheddar Big Bag	2 oz	$	1.00
Poore Brothers Inc	Cheddar Bacon Tato Skin TGIF	1.75 oz	$	1.00
Procter & Gamble Dist Co	Pringles Original Can	1.75 oz	$	1.00
	Pringles Sour Cream & Onion	1.75 oz	$	1.00

	Pringles Cheezum	1.75 oz	$	1.00
Snyder's of Hanover Inc.	Veggie Crisps Eat Smart	1.5 oz	$	1.00
	Olde Tyme Pretzel LSS	2.25 oz	$	0.75
	Fat Free Mini LSS Pretzels	2.25 oz	$	0.75

FRESH PASTRY

BRAND	PRODUCT DESCRIPTION	SIZE	PRICE
Clover Hill Bakery	Supreme Butterhorn Swirl	3.75 oz	$
	Big Texas cinnamon Roll	4 oz	$
	Old Fashion Dbl Glzed Donut	3.5 oz	$
	Jumbo Glazed Honey Bun	4.75 oz	$
Dolly Madison	Chocolate Zingers	3 oz	$
	Cinnamon Rolls	3.75 oz	$
Hostess	Twinkies 2 ct	3 oz	$
	Chocolate Cupcakes 2 ct	3.5 oz	$
	Orange Cupcakes 2 ct	3 oz	$
	Sno Balls 2 ct	3 oz	$
	Suzy Q's 2 ct	4.5 oz	$
	Lil Angels 3 ct	3 oz	$
	Ding Dongs 2 ct	2.75 oz	$
	Golden Cupcakes 2ct	3.87 oz	$
	Low Fat Brownie 3 ct	4.2 oz	$
	Carrot Cake 2 ct	3.25 oz	$
	Apple Pie	4.5 oz	$
	Cherry Pie	4.5 oz	$
	Lemon Pie	4.5 oz	$
	Chocolate Gems 6 ct	3 oz	$
	Powdered Gems 6 ct	3 oz	$
	Honey Bun	3.75 oz	$
	Glazed Donuts 2 ct	2.75 oz	$
	Banana Walnut Mini Muffins 6 ct	2 oz	$
	Blueberry Mini Muffins 6 ct	2 oz	$
	Brownie Bites Plain 6 ct	2 oz	$
Hostess	Light Twinkies 2 ct	2.5 oz	$
	Light Cupcakes 2 ct	3 oz	$

ALL PASTRIES
$1.00

	97% Fat Free Crumb Cakes 2 ct	2 oz	$	
	Blueberry Muffin Loaf 1 ct	3.8 oz	$	
	Banan Nut Muffin Loaf 1 ct	3.8 oz	$	
	Apple Sweet Roll 2 ct	4.75 oz	$	
Mrs. Smith's Bakeries Inc.	Freshley's Chocolate Cupcake	3 oz	$	$1.00
	Freshley's Cheese Danish	4 oz	$	
	Freshley's Lemon Fruit Pie	4 oz	$	
	Freshley's Jumbo Honey Bun	4.75 oz	$	
	Freshley's Grand Honey Bun	5.75 oz	$	
	Freshley's Crunch Gem Donut	3 oz	$	
	Freshley's Donut Sticks 3 pk	3 oz	$	

PROPOSAL RESPONSE FORM #1C
VENDING MACHINE SERVICES
RFP #B092015
GALVESTON COUNTY, TEXAS

BROWN FOOD Services Inc, vending machine service provider, hereby agrees to bid and pay Galveston County the following monthly, flat-rate commission payment for the business opportunity to install, service, maintain, and collect vending machine fees at all Galveston County locations stated herein. Premises to be awarded will be checked by County prior to Contract award and execution by the County Judge.

( ) Bidding on "all or none" basis. (Proposer will only accept award of all items and locations bid on).

(✓) Bidding on "per item" basis. (Proposer will accept award on any items or locations bid on).

Exceptions to RFP conditions: ✓ Yes _____ No
If "Yes", please attach exceptions to Proposal Response Form.

Machine installation will begin within 30 calendar day(s) after Notice of Award and will be completed within 30 days thereafter.

In compliance with the above, the undersigned offers and agrees to furnish any or all of the services enumerated at the percentage price set opposite each item within the time specified.

BROWN FOOD Services Inc.
Company Name

Jeffrey L. Brown
Authorized Person

2819 Beluche
Street Address

Jeffrey L. BROWN
Printed Name

GALVESTON, TX 77551
City State Zip

President
Title

(409) 457-8118
Telephone Number

(409) 740-1422
Fax Number

Offeror to indicate status as to "Partnership", "Corporation", "Sole Proprietorship", etc.

_____

Received Addendum # _____, #_____, #_____, #_____

PROPOSAL RESPONSE FORM #1B
VENDING MACHINE SERVICES
RFP #B092015
GALVESTON COUNTY, TEXAS

The term "**gross receipts**" as used in this agreement shall mean total receipts before the deduction of any costs or expenses save and except sales taxes.

	Percent of all Gross Receipts				
	Basic Period First Year	Basic Period Second Year	First Year Option	Second Year Option	Third Year Option
Courthouse Vending Facility	10 %		10 %	10 %	10 %

	Percent of all Gross Receipts				
	Basic Period First Year	Basic Period Second Year	First Year Option	Second Year Option	Third Year Option
Galveston Island Vending Facilities	10 %		10 %	10 %	10 %

	Percent of all Gross Receipts				
	Basic Period First Year	Basic Period Second Year	First Year Option	Second Year Option	Third Year Option
Mainland Vending Facilities	10 %		10 %	10 %	10 %

The Concessionaire agrees to pay to Galveston County the single overall percentage of gross receipts for the concession activities described within this Request for Proposal.

Multiple percentages of gross receipts shall be unacceptable and will render your proposal non-responsive and result in rejection thereof.

RFP #: B092015
OPEN: 03/31/2009
10:00AM

VENDING MACHINE SERVICES FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS
PROPOSAL FORM

The Firm Of: BROWN FOOD SERVICES, Inc
2819 Beluche
GALVESTON, TX 77551

Hereby agrees to provide the requested supplies and services as defined in the proposal, attachments thereto, and

Addendum No. _____ dated _____, No. _____ dated _____, No. _____ dated _____

CONDITIONS OF THE PROPOSAL: It shall be understood that by submission of this proposal, the Proposer agrees to all of the conditions of the Request For Proposals (RFP) and any Addenda issued thereto and referenced above.

PROPOSER MUST SIGN HERE BELOW:

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general and special provisions and understands them.

Firm Name: BROWN FOOD SERVICES INC.

Authorized Signature: Jeffrey L. Brown, Pres.

Name & Title Printed: Jeffrey L. Brown PRES./OWNER

Telephone No.: (409) 457-8118 FAX No.: 409 740-1422

E-Mail Address: JBROWN3952@AOL.COM

Date: 04/09/09

EXCEPTIONS (If no exceptions are taken, state NONE):

SEE EXCEPTIONS PAGE

RFP #: B092015
OPEN: 03/31/2009
10:00AM

VENDING MACHINE SERVICES FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS
PROPOSAL FORM

Proposer shall use this form to provide the information for notice.

1. Contact information for notice:

Name: Jeff Brown
Address: 2819 Beluche
Galveston, Texas 77551
Telephone Number: (409)457-8118 Facsimile number: (409)740-1422

2. If a copy of notice is requested, please complete below:

Name: _____
Address: SAME
_____
Telephone Number: _____ Facsimile number: _____

3. If second or more copies are requested for notice, please supplement this form and clearly mark the supplement as "Supplementary Notice Information."

Proposer to submit reference information. Proposer shall use this form to provide minimum required reference information. If Proposer wishes to provide more than the minimum, Proposer should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. References who can attest to the Proposer's capability to carry out the requirements set forth in this proposal:

Name of Organization: Galveston College
Name of Person: Gaynell Hayes
Title of individual within Organization, if applicable: V.P.
Business address: 4015 Ave. Q
Galveston, Texas 77550
Telephone Number: (409)944-1200 Facsimile number: _____

Name of Organization: Farmers Marine Copper Works
Name of Person: Tom Farmer
Title of individual within Organization, if applicable: _____
Business address: 1908 Strand
Galveston, Tx 77550
Telephone Number: 409 765-6361 Facsimile number: _____

RFP #: B092015
OPEN: 03/31/2009
10:00AM

VENDING MACHINE SERVICES FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS
PROPOSAL FORM

Name of Organization: I.S.P. (INTERNATIONAL SPECIALTY PRODUCTS)
Name of Person: JENNY HORN
Title of individual within Organization, if applicable: PURCHASING DIRECTOR
Business address: HWY 146 @ ATTWATER RD.
TEXAS CITY, TX 77590
Telephone Number: 945-3411 Facsimile number: _____

2. References of major supplier of Proposer who can speak to the financial capability of the Proposer to carry out the requirements set forth in this proposal:

Business Name of Supplier: HOUSTON COCA COLA BOTTLING CO. GLENBROOK DIVISION
Name of Person: REN WILKINS OR DAVID BINION
Title of individual within business: SALES ASSOCIATE / SALES MANAGER
Business address: GLENBROOK
HOUSTON, TX
Telephone number: 713-943-3313 Facsimile number: _____

Business Name of Supplier: Pepsi Bottling Group
Name of Person: BLAINE SMITH
Title of individual within business: SALES MANAGER
Business address: HOUSTON, TX
Telephone number: 713-645-4111 Facsimile number: _____

Business Name of Supplier: Dr. Pepper Bottling Co. of Houston Vending Division
Name of Person: JACKIE OR SAMANTHA
Title of individual within business: SALES ASSOCIATES
Business address: HOUSTON, TX
Telephone number: (713) 799-1024 Facsimile number: _____

VISTAR/ROMA of HOUSTON
6333 BUISNESS PARK DR.
HOUSTON, TX 77041
1(800)444-4017
BARBARA COOPER (CREDIT MANAGER)

04/09/09
Brown Food Services, Inc.
2819 Beluche
Galveston, Texas 77551

Rufus Crowder
County of Galveston
Purchasing Department

Dear Mr. Crowder,
After our meeting this morning, I realized there were some typographical errors in my proposal.
I am submitting these corrected pages for inserting in the County Commissioner's packets.
Thanks,
Jeff Brown

Exceptions to Proposal Conditions

Brown Food Services, Inc. has provided vending throughout Galveston County since 1987. We operate approximately 200 machines throughout Galveston County at many different locations. Some of our current customers include Galveston College, International Specialty Products (ISP), United Fire Group, Holiday Inn Sun Spree, Farmers Marine Copper Works, Hilton Hotel at the San Luis Resort. Some of our former customers include Texas A&M Galveston (5 yrs.) & College of the Mainland (20 yrs.). We are committed to providing a first class vending service for the County of Galveston. Brown Food Services uses Compuvend route management software to track sales for all routes. Daily sales and over / short reports are run on all routes to insure accountability. Vistar/Roma of Houston is our supplier for all snack food products. They offer thousands of quality nationally recognized products in all categories. Core products are manufactured by Mars, Hershey, Nestle, Frito Lay, General Mills and Kellogg's. Coca Cola, Dr.Pepper and Pepsi. supply our beverages through a 3rd party Full Service vendor program . We currently offer 22 different selections of Soft Drinks as well as Bottled Water, Juice, Sport Drinks and Energy Drinks.
We are continually re-assessing the product mix and merchandising to maximize sales and provide all the most popular products on the market. We feel that any product someone wants can be obtained for the machines. The product mix is tailored to each locations individual needs. Products that sell in one location may not sell in another location, so we welcome input from customers to identify the best product for each location. Merchandising tailored to each location's individual needs produces increased sales and customer satisfaction. All machines will accept dollar bills. Since Brown Food Services, Inc. does not own change machines, we will provide machines that accept both $1.00 and $5.00 bills to meet high volume needs at locations currently using a change machine.

FINANCIAL RETURN

Brown Food Services, Inc. offers commissions based on the price schedules listed herein. Brown Food Services, Inc. proposes to operate soft drink vending machines and snack machines mutually agreed upon at County of Galveston locations. We will service the machines on an as needed basis in order to maintain inventory levels necessary to provide your customers with product availability at all times.

Vend Rates & Commissions:

Option "B"

Catagories	**Proposed Vend Rate**	**Proposed Commissions**
Drink Selections:		
20 Oz. Bottled Water	$1.50	15%
20 Oz. Soft Drinks	$1.50	15%
20 Oz. Sports Drinks	$1.50	15%
12 Oz. Cans	.85	15%
16 Oz. Energy Drinks	$2.25	15%
16 Oz. Non Carbonated Juices	$1.75	15%
Starbucks Frappuccino	$2.00	15%
Snack Selections		
Vend Size Chips	.75	12%
LSS Chips & Snack Mixes	1.00	12%
Cookies, Crackers & Nuts	1.00	12%
Candy Vend Size	1.00	12%
King Size Candy	1.25	12%
Pastries	1.25	12%
Gum & Mints	.75	12%

All prices include the appropriate State & Local Sales & Use Tax.
All commissions are figured after deduction of the appropriate State and Local Sales Tax.
No commission will be paid on machines generating sales less than $100.00 per month.
No commission paid on Cold Food (sandwich machine) or Coffee Machines

Vend Rates & Commissions

Option "C"

Catagories	**Proposed Vend Rate**	**Proposed Commissions**
Drink Selections:		
20 Oz. Bottled Water	$1.00	0%
20 Oz. Soft Drinks	$1.00	0%
20 Oz. Sports Drinks	$1.25	0%
12 Oz. Cans	.60	0%
16 Oz. Energy Drinks	$2.00	0%
16 Oz. Juices	$1.25	0%
Starbucks Frappuccino	$1.75	0%
Snack Selections		
Vend Size Chips	.50	0%
LSS Chips & Snack Mixes	.75	0%
Cookies, Crackers & Nuts	.65	0%
Candy Vend Size	.75	0%
King Size Candy	1.00	0%
Pastries	.75	0%
Gum & Mints	.50	0%

All prices include the appropriate State & Local Sales & Use Tax.
All commissions are figured after deduction of the appropriate State and Local Sales Tax.

EXHIBIT A
COUNTY LOCATIONS
VENDING MACHINE SERVICES
RFP #B092015

The County of Galveston reserves the right to add or delete locations and/or vending machines as deemed necessary during the term of this contract.

COURTHOUSE VENDING LOCATIONS

Location	Soda Machine	Snack Machine	Sandwich	Coffee	Juice
Galveston County Courthouse 722 Moody (21st Street) 1st Floor Galveston, Texas 77550	2	1	1	1	1

PORT BOLIVAR PENINSULA VENDING LOCATIONS

Location	Soda Machine	Snack Machine	Sandwich	Coffee	Juice
Bolivar Barn 724 Broadway Bolivar, Texas 77650	1				

GALVESTON ISLAND VENDING LOCATIONS

JUSTICE CENTER VENDING LOCATIONS

Location	Soda Machine	Snack Machine	Sandwich	Coffee	Juice	Coin Change
Courts Building 600 59th Street Galveston, Texas 77551	2	1		1		1
Joe Max Taylor Law Enforcement 601 54th Street Galveston, Texas 77551	3	1				
Galveston County Jail 5700 Avenue H Galveston, Texas 77551	2	1				
Deputies Lounge 5700 Avenue H Galveston, Texas 77551	2	1				1

EXHIBIT A
COUNTY LOCATIONS
VENDING MACHINE SERVICES
RFP #B092015

MAINLAND VENDING LOCATIONS

Location	Soda Machine	Snack Machine	Sandwich	Coffee	Juice	Coin Change
Juvenile Justice Center 6101 Attwater Avenue Texas City, Texas 77590	2	1				
Texas City annex 2516 Texas Avenue Texas City, Texas 77590	1					
Wayne W. Johnson Community Center & Service Center 4102 FM 519 (@ Carbide Park) Hitchcock, Texas 77539	2	1				
West County Service Center 5101 Avenue H Santa Fe, Texas 77510	1	1				
West County Annex 11730 Hwy. 6 Santa Fe, Texas 77510	1	1				
Agriculture Extension Building 5115 Hwy. 3 Dickinson, Texas 77539	1					
League City Annex 1110 Calder League City, Texas 77563	1	1				
Walter Hall Park Pavilion 807 Hwy. 3 North League City, Texas 77563	1	1				
Constable Precinct 7 4510 Avenue D Bacliff, Texas 77518	1					
Justice of Peace Precinct 3 203 Vauthier LaMarque, Texas 77568	1	1				

PROPOSAL RESPONSE FORM #1A
VENDING MACHINE SERVICES
RFP #B092015
GALVESTON COUNTY, TEXAS

List all products, size, and proposed initial price each.

Product Name	Size Offered	Proposed Price Each

PROPOSAL RESPONSE FORM #1B
VENDING MACHINE SERVICES
RFP #B092015
GALVESTON COUNTY, TEXAS

The term "**gross receipts**" as used in this agreement shall mean total receipts before the deduction of any costs or expenses save and except sales taxes.

Percent of all Gross Receipts					
	Basic Period First Year	Basic Period Second Year	First Year Option	Second Year Option	Third Year Option
Courthouse Vending Facility					

Percent of all Gross Receipts					
	Basic Period First Year	Basic Period Second Year	First Year Option	Second Year Option	Third Year Option
Galveston Island Vending Facilities					

Percent of all Gross Receipts					
	Basic Period First Year	Basic Period Second Year	First Year Option	Second Year Option	Third Year Option
Mainland Vending Facilities					

The Concessionaire agrees to pay to Galveston County the single overall percentage of gross receipts for the concession activities described within this Request for Proposal.

Multiple percentages of gross receipts shall be unacceptable and will render your proposal non-responsive and result in rejection thereof.

PROPOSAL RESPONSE FORM #1C
VENDING MACHINE SERVICES
RFP #B092015
GALVESTON COUNTY, TEXAS

_____, vending machine service provider, hereby agrees to bid and pay Galveston County the following monthly, flat-rate commission payment for the business opportunity to install, service, maintain, and collect vending machine fees at all Galveston County locations stated herein. Premises to be awarded will be checked by County prior to Contract award and execution by the County Judge.

( ) Bidding on "all or none" basis. (Proposer will only accept award of all items and locations bid on).

( ) Bidding on "per item" basis. (Proposer will accept award on any items or locations bid on).

Exceptions to RFP conditions: _____ Yes _____ No
If "Yes", please attach exceptions to Proposal Response Form.

Machine installation will begin within _____ calendar day(s) after Notice of Award and will be completed within _____ days thereafter.

In compliance with the above, the undersigned offers and agrees to furnish any or all of the services enumerated at the percentage price set opposite each item within the time specified.

_____
Company Name

_____
Authorized Person

_____
Street Address

_____
Printed Name

_____
City State Zip

_____
Title

_____
Telephone Number

_____
Fax Number

Offeror to indicate status as to "Partnership", "Corporation", "Sole Proprietorship", etc.

_____

Received Addendum # _____, #_____, #_____, #_____

VENDING MACHINE SERVICES FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS
PROPOSAL FORM

The Firm Of: _____

_____

_____

Hereby agrees to provide the requested supplies and services as defined in the proposal, attachments thereto, and

Addendum No. _____ dated _____, No. _____ dated _____, No. _____ dated _____

CONDITIONS OF THE PROPOSAL: It shall be understood that by submission of this proposal, the Proposer agrees to all of the conditions of the Request For Proposals (RFP) and any Addenda issued thereto and referenced above.

PROPOSER MUST SIGN HERE BELOW:

By signing here, the firm does hereby attest that it has fully read the instructions, conditions and general and special provisions and understands them.

Firm Name:_____

Authorized Signature: _____

Name & Title Printed: _____

Telephone No.: _____ FAX No.: _____

E-Mail Address: _____

Date: _____

EXCEPTIONS (If no exceptions are taken, state NONE):

_____

_____

VENDING MACHINE SERVICES FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS
PROPOSAL FORM

Proposer shall use this form to provide the information for notice.

1. Contact information for notice:

   Name: _____
   Address: _____
   _____
   Telephone Number: _____ Facsimile number: _____

2. If a copy of notice is requested, please complete below:

   Name: _____
   Address: _____
   _____
   Telephone Number: _____ Facsimile number: _____

3. If second or more copies are requested for notice, please supplement this form and clearly mark the supplement as "Supplementary Notice Information."

Proposer to submit reference information. Proposer shall use this form to provide minimum required reference information. If Proposer wishes to provide more than the minimum, Proposer should supplement this form and should clearly mark the supplement as "Supplementary Reference Information."

1. References who can attest to the Proposer's capability to carry out the requirements set forth in this proposal:

   Name of Organization: _____
   Name of Person: _____
   Title of individual within Organization, if applicable: _____
   Business address: _____
   _____
   Telephone Number: _____ Facsimile number: _____

   Name of Organization: _____
   Name of Person: _____
   Title of individual within Organization, if applicable: _____
   Business address: _____
   _____
   Telephone Number: _____ Facsimile number: _____

VENDING MACHINE SERVICES FOR GALVESTON COUNTY
GALVESTON COUNTY, TEXAS
PROPOSAL FORM

Name of Organization: _____
Name of Person: _____
Title of individual within Organization, if applicable: _____
Business address: _____
_____
Telephone Number: _____ Facsimile number: _____

2. References of major supplier of Proposer who can speak to the financial capability of the Proposer to carry out the requirements set forth in this proposal:

Business Name of Supplier: _____
Name of Person: _____
Title of individual within business: _____
Business address: _____
_____
Telephone number: _____ Facsimile number: _____

Business Name of Supplier: _____
Name of Person: _____
Title of individual within business: _____
Business address: _____
_____
Telephone number: _____ Facsimile number: _____

Business Name of Supplier: _____
Name of Person: _____
Title of individual within business: _____
Business address: _____
_____
Telephone number: _____ Facsimile number: _____

AGENDA ITEM #28.b.

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

February 11, 2014

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

Re: Bid #B112010, Altosid Pellets (IGR)

Gentlemen,

The contract associated with Bid #B112010, Altosid Pellets (IGR) is scheduled to expire on April 8, 2014, and there are no further extensions.

Authorization is requested to re-solicit for these services.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

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: **CM11090**

Invitation to Bid Number: **BID# B112010 – Altosid Pellets (IGR)**

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 **04/08/2012**.

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: **Target Specialty Products**

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:

Mike Nichols
Target Specialty Products
225 N. Post Oak Rd.
Houston, TX 77055

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 EFFECTIVE 09 Th day of April, 2011.

Contractor:

Target Specialty Products

By:

Mike Nichols, Vector Business Manager

Date: 3-7-2011

Galveston County

By:

Mark A. Henry, County Judge

Date: 4/5/11

Attest:

Dwight Sullivan, County Clerk

713226

BID #: B112010
OPEN: 03/10/2011
10:00 AM

BID SHEET

ALTOSID PELLETS (IGR)

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 1,102.20 per 44 lb case

OPTIONS TO RENEV 2 Extensions/1 Year Options

Ruth Ramos
WITNESS

3-7-2011
DATE

Target Specialty Products
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Mike Nichols
PRINTED NAME

Vector Business Manager
TITLE

1225 N. Post Oak Rd.
CORRESPONDENCE ADDRESS

Houston, TX 77055
CITY, STATE ZIP CODE

95-1716377
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

P.O. Box 542708
REMIT ADDRESS

Dallas, TX 75354-2708
CITY, STATE ZIP CODE

(800) 901-9746
(713) 682-4411
TELEPHONE NUMBER

(713) 682-4374
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

mike.nichols@target-specialty.com

LINE ITEM DETAIL

ALTOSID PELLETS (IGR)

GALVESTON COUNTY, TEXAS

BID #: B112010
OPEN: 03/10/2011
10:00 AM

7132216 Target Specialty Products

VENDOR ID ~~405053 B AND G CHEMICAL & EQUIPMENT~~ CO

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48562	ALTOSID PELLETS (IGR) (case = 2 x 22 lbs) 44 lb total	1	~~EA~~ CS	0405022	$ 1,102.20	$ 1,102.20 / per 44 lb case
					Extended Price Total of all Item		$ 1,102.20

SPECIAL PROVISIONS
ALTOSID PELLETS (IGR)
GALVESTON COUNTY, TEXAS

The County of Galveston is seeking a vendor to supply Altosid Pellets (IGR) for use by the Galveston County Mosquito Control Department.

TERM:

The contract awarded under these specifications will be a one (1) year term with two (2), one (1) year options to renew if mutually agreeable with the vendor and the County.

DESCRIPTION:

A mosquito growth regulator (igr) which acts by including morphological changes that interfere with normal mosquito development. The product is applied to first, second, third, and fourth instar larva in standing water.

FORMULATION:

Pellet form of formulation of methoprene 4% and 95% inert ingredients. Will provide a steady release of methoprene for up to 30 days under typical environment conditions. Must be EPA registered.

QUANTITY:

500 lbs. or greater annually. No minimum or maximum quantities are guaranteed.

APPLICATION:

Produce must be labeled for ground and aerial application at rates between 2.5 lbs/acre and 10 lbs/acre.

STORAGE:

When stored in original containers in a cool, dry space, out of direct sunlight, the product must retain a useful shelf life of greater than two years.

MATERIAL SAFETY DATA SHEETS (MSDS):

This OSHA required documentation must accompany each delivery.

The County of Galveston will only pay for products that is ordered by authorized personnel and delivered to the proper location after issuance of a purchase order number.

Galveston County is tax exempt and therefore taxes and license fees should not be added to the bid price. Galveston County reserves the right to order more or less of this product.

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY.

LINE ITEM DETAIL

ALTOSID PELLETS (IGR)

GALVESTON COUNTY, TEXAS

BID #: B112010
OPEN: 03/10/2011
10:00 AM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48562	ALTOSID PELLETS (IGR)	1	EA	_____	$_____	$_____

Extended Price Total of all Item $_____

AGENDA ITEM #28.c.

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

February 11, 2014

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

Re: Bid #B112011, Altosid Liquid Larvicide 5% and 20%

Gentlemen,

The contract associated with Bid #B112011, Altosid Liquid Larvicide 5% and 20% is scheduled to expire on April 8, 2014, and there are no further extensions.

Authorization is requested to re-solicit for these services.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

ADAPCO, Inc.
550 Aero Lane
Sanford, FL 32771

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 EFFECTIVE 09 Th day of April, 2011.

Contractor:

ADAPCO, Inc.

By: **Date:**

Tom Wells, Vice President 3/2/11

Galveston County

By: **Date:**

Mark A. Henry, County Judge 4/5/11

Attest:

Dwight Sullivan, County Clerk

BID #: B112011
OPEN: 03/10/2011
10:00 AM

BID SHEET

ALTOSID LIQUID LARVICIDE 5% AND 20%

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 5,411.72

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS Kathy Russell

3/2/11
DATE

Krussell@myADAPCO.com

ADAPCO, Inc.
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Tom Wells
PRINTED NAME

Vice President
TITLE

twells@myADAPCO.com

550 Aero Lane
CORRESPONDENCE ADDRESS

Sanford, FL 32771
CITY, STATE ZIP CODE

59-2574523
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO BOX 850001 Dept#0670
REMIT ADDRESS

Orlando, FL 32885
CITY, STATE ZIP CODE

800-367-0659
TELEPHONE NUMBER

866-330-9888
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

LINE ITEM DETAIL

ALTOSID LIQUID LARVICIDE 5% AND 20%

GALVESTON COUNTY, TEXAS

BID #: B112011
OPEN: 03/10/2011
10:00 AM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48560	ALTOSID SR5 4X1 GL CASE ALTOSID SR20 2X2.5 GL CASE ALTOSID LIQUID LARVICIDE 5% AND 20%	1	CN	ALTSR5-4 ALTSR20-5	$ 991.72/cs $4,420.00/cs	$991.72 $4,420.00

Extended Price Total of all Item $ 5,411.72

*PLEASE SEE ATTACHED CENTRAL LIFE SCIENCE ALTOSID ALL CLEAR REWARDS PROGRAM BROCHURE FOR MANUFACTURER DISCOUNTS

SPECIAL PROVISIONS
ALTOSID LIQUID LARVICIDE 5% & 20%
GALVESTON COUNTY, TEXAS

The County of Galveston is seeking a vendor to supply Altosid Liquid Larvicide 5% and 20% for use by the Galveston County Mosquito Control Department.

FORMULATION 20%:

Water based concentrate formulation of Methoprene 20% and 80% inert ingredients that is recommended to be diluted with water or BTI at various label rates. Spray solutions should be stable and effective up to 48 hours after dilution. Must be EPA registered. Must be supplied in one gallon container.

FORMULATION 5%:

Water based concentrate formulation for Methoprene 5% and 95% inert ingredients that is recommended to be diluted with water or BTI at various label rates. Spray should be stable and effective up to 48 hours after dilution. Must be EPA registered. Must be supplied in one gallon containers.

QUANTITY:

Ten (10) gallons annually or greater. No minimum or maximum guaranteed.

STORAGE:

When stored in original containers in a cool, dry space, out of sunlight, the product must retain a useful shelf life of greater than two (2) years.

MATERIAL SAFETY DATA SHEETS (MSDS):

This OSHA required documentation must accompany each delivery.

APPLICATION:

Product must be labeled for ground ULV and aerial application with conventional ULV equipment.

The County of Galveston will only pay for products that is ordered by authorized personnel and delivered to the proper location after issuance of a purchase order number.

Galveston County is tax exempt and therefore taxes and license fees should not be added to the bid price. Galveston County reserves the right to order more or less of this product.

ANY REFERENCES TO NAME BRANDS ARE FOR BIDDING PURPOSES ONLY.

LINE ITEM DETAIL

ALTOSID LIQUID LARVICIDE 5% AND 20%

GALVESTON COUNTY, TEXAS

BID #: B112011
OPEN: 03/10/2011
10:00 AM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	48560	ALTOSID LIQUID LARVICIDE 5% AND 20%	1	CN	_____	$_____	$_____

Extended Price Total of all Item $_____

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: **CM11091**

Invitation to Bid Number: **BID# B112011 – Altosid Liquid Larvicide 5% & 20%**

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 **04/08/2012**.

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: **ADAPCO, Inc**

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

AGENDA ITEM #28.d.

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

February 11, 2014

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

Re: Bid #B112012, Electrical Parts and Supplies

Gentlemen,

The contract associated with Bid #B112012, Electrical Parts and Supplies is scheduled to expire on April 8, 2014, and there are no further extensions.

Authorization is requested to re-solicit for these services.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

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: **CM11094**

Invitation to Bid Number: **RFP# B112012 – Electrical Parts and Supplies**

Term of Contract: **One (1) year with two (2) one (1) year extensions**

Initial term (Services): Beginning date of execution of this Contract by latest signatory to sign and terminating **April 8, 2012.**

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: **Owen Electric Supply, dba Tidal Electric Distributors, Inc.**

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

Owen Electric Supply, dba Tidal Electrical Distributors, Inc.
4200 Gulf Freeway
La Marque, Texas 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 EFFECTIVE 09 Th day of April, 2011.

Contractor:

TIDAL ELECTRICAL DIST

By: _____ **Date:** 4/5/11

Galveston County

By: _____ **Date:** 4/5/11

Mark A. Henry, County Judge

Attest: _____

Dwight Sullivan, County Clerk

SPECIAL PROVISIONS
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS

I. SCOPE:
The County of Galveston is seeking a responsible vendor to provide Electrical Parts and Supplies as specified within this invitation to bid. All materials must be new, of current stock, and in first-class condition unless otherwise specified.

II. TERM:
It is the intent of the County to award a Electrical Parts and Supplies contract for a 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-year periods, provided such an extension is in the best interest of the County and mutually agreeable between both parties.

III. TERMINATION OF CONTRACT:
This contract shall remain in effect until contract expires, delivery/completion and acceptance of products and/or services ordered, or terminated by the County. County may cancel the Contract, with or without cause, or solely for its convenience upon thirty (30) days prior written notice to the Contractor. The Galveston County Commissioners' Court reserves the right to award the canceled contract to the next lowest and best bidder as it deems to be in the best interest of the County.

IV. TERMINATION FOR DEFAULT:
Galveston County reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by vendor. Galveston County reserves the right to terminate the contract immediately in the event that the successful vendor fails to:

- Meet delivery or completion of order schedules;
- Otherwise perform in accordance with these specifications. Breach of contract or default authorizes the County to award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.

V. PROPOSER'S QUALIFICATIONS:
All potential vendors shall be primarily engaged in the supply of electrical parts and supplies and are required to furnish evidence of having the necessary experience, ability, facilities, and financial resources to deliver the requested goods as designated in the following set of specifications.

No contract will be awarded except to a responsible independent vendor who is capable of supplying electrical parts and supplies that are suitable for use in commercial installations.

Successful vendor will be expected to maintain and have available for immediate shipment the minimum quantities of items as specified herein. If more than the minimum is ordered, vendor should be prepared to furnish the minimum order quantity within 1-3 days with the balance to be available within (14) fourteen days after receipt of a valid purchase order number.

VI. AWARD:
There will be a single award for all items requested in this proposal. Items will not be awarded separately.

SPECIAL PROVISIONS
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS

Vendor must accept purchase order numbers and/or Galveston County Procurement Card (Master Card) for specified parts and supplies. Vendor shall not release any supplies and/or equipment to any authorized representative of the County of Galveston unless accompanied by a form of the later. Payment for any items issued without prior receipt of an approved Galveston County method of payment will become the sole responsibility of the contracted vendor.

Anticipated volumes are an estimate of yearly amounts that Galveston County expects to order, however, the County will pay only for items actually ordered and delivered. Galveston County reserves the right to purchase more or less than the minimum quantities specified. No minimum or maximums are guaranteed.

VII. AWARD CRITERIA:

Proposal award will be based on the vendor proposal that complies with requested information and the greatest percentage off the manufacturer's list price given for the specified items.

Consideration will also be given for the following areas:

- Delivery
- Completeness of submitted proposal
- Past history with Galveston County

VIII. PROPOSAL SUBMISSION:

Proposal information shall be submitted on the forms provided by the County. All figures must be written in ink, computer generated, or typewriter. Figures written in pencil or erasures are not acceptable, however, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the proposal. All proposals must be signed on the contract proposal form page(s) where indicated by persons who are properly authorized representatives of the service provider. Signatures must be handwritten and in ink. The County will not return any submitted materials.

An original and exact triplicate copies of the proposal with an original signature on the contract(s) and proposal form(s) of all copies must be submitted no later than 10:00 AM on March 11, 2008 to:

Rufus G. Crowder, CPPB
Purchasing Agent
County of Galveston
722 Moody (21st Street), 5th (Fifth) Floor
Galveston, Texas 77550

PROPOSALS RECEIVED AFTER 10:00 AM ON THE DATE SPECIFIED ABOVE, WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

The official clock of the Purchasing Agent will determine the time of deadline.

IX. INVOICES AND PACKING SLIPS:

All invoices, packing slips, or other suitable shipping documents shall accompany each shipment and shall show:

1. Name and address of successful Proposer;

2. Name and address of receiving department and /or delivery location;

3. Galveston County Purchase Order Number or Procurement Card information;

RFP #: B112012
OPEN: 03/17/2011
10:00 AM

PROPOSAL SHEET

ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and request for proposal we submit the following:

LINE ITEM TOTAL $ 4,328.84

OPTIONS TO RENEW 2 Extensions/1 Year Options

WITNESS

DATE 3/16/11

TIDAL ELECTRICAL DIST.
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

DAVID GILLEY
PRINTED NAME

OPERATION MANAGER
TITLE

4200 GULF FRWY
CORRESPONDENCE ADDRESS

LAMARQUE TX 77568
CITY, STATE ZIP CODE

77-0559191
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

4200 GULF FRWY
REMIT ADDRESS

LAMARQUE TX 77568
CITY, STATE ZIP CODE

409-935-8092
TELEPHONE NUMBER

409-935-2498
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

SPECIAL PROVISIONS
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS

4. Signature of Galveston County employee accepting merchandise;

5. Descriptive information as to the items delivered, quantity, number or containers, etc.

All invoices shall be sent in triplicate to:

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

X. WARRANTY

Successful Proposer shall warrant that all items shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.

XI. DELIVERY:

All delivery and freight charges (FOB Galveston County designated locations) are to be included in proposal pricing.

Does your company guarantee that deliveries will be made within 24 hours, at least 95% of the time after receipt of the order?

Yes ✓ No_____

If no, what is the guaranteed delivery time of 95% of the orders?

N/A

What are the normal business hours at the nearest distribution center?

7AM TO 5PM MONDAY - FRIDAY

Do you have after hour and weekend supply capabilities? Yes ✓ No_____

(If yes, please describe): CALL CELL # 713-882-1625 DAVID GILLEY

Do you have hot-shot capabilities during regular hours for items under 100 pounds?

Yes ✓ No_____

Delivered Within:	**Cost:**
One (1) hour	$ 55.00
Three (3) hours	$ 47.00
Five (5) hours	$ 40.00
Same Day	$ .00

* IF MATERIAL IN STOCK NO CHARGE FOR HOT SHOT.

SPECIAL PROVISIONS
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS

Do you have hot-shot capabilities for hour and weekend supply per standard weight less than 100 pounds?

Yes ✓ No_____

Delivered Within:	Cost:
One (1) hour	$ 80.00
Three (3) hours	$ 72.00
Five (5) hours	$ 65.00
Same Day	$ .00

* IF MATERIAL IN STOCK NO CHARGE FOR HOT SHOT

Do you have hot-shot capabilities for hour and weekend supply per weights greater than 100 pounds?

Yes ✓ No_____

Delivered Within:	Cost:
One (1) hour	$ 80.00
Three (3) hours	$ 72.00
Five (5) hours	$ 65.00
Same Day	$ .00

* IF MATERIAL IN STOCK NO CHARGE FOR HOT SHOT

Distribution Center Locations:
What is the address and telephone number of the nearest distribution center?

TIDAL ELECTRICAL DIST.
4200 GULF FRWY
LAMARQUE TX 77568 409-935-8092

What is the location address and telephone number of an alternate distribution center if requested stock is not available at the nearest location?

TIDAL ELECTRICAL DIST.
303 31ST STREET
GALVESTON TX 77550 409-763-4600

Non-Stocked Items:
It is understood that on occasion, requests will be made by Galveston County personnel to purchase items that are not normally stocked by vendor. In these extreme cases, vendor shall make a considerable effort to deliver said item(s) to Galveston County in a time period that is considered reasonable and mutually agreeable by both parties. Galveston County reserves the right to purchase said items from an alternate vendor in these cases where the requested items cannot be delivered in a timely manner.

RFP #: B112012
OPEN: 03/17/2011
10:00 AM

PROPOSAL RESPONSE SHEET
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS

Proposer(s) shall include an example of manufacturer's list price sheet used for calculation of percentages listed below.

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Phillips	Y	N	Lamps / Bulbs	80% OFF USER
Sylvania	Y	N	Lamps / Bulbs	
Prolume	Y	N	Lamps / Bulbs	
Westinghouse	Y	N	Lamps / Bulbs	
Universal	Y	N	Lamps / Bulbs	NA
SLI	Y	N	Lamps / Bulbs	NA
Advance	Y	N	Ballasts	NA
Triad	Y	N	Ballasts	NA
Magnatek	Y	N	Ballasts	NA
Westinghouse	Y	N	Ballasts	
Universal	Y	N	Ballasts	NA
Howard	Y	N	Ballasts	NA
Lumark	Y	N	Fixtures	NA
Hubble	Y	N	Fixtures	NA
Lithonia	Y	N	Fixtures	NA
Tamlite	Y	N	Fixtures	NA
Crescent	Y	N	Fixtures	NA
Metalux	Y	N	Fixtures	NA
Stonco	Y	N	Fixtures	NA
Buss	Y	N	Fuses	NA
Littlefuse	Y	N	Fuses	NA
Cooper	Y	N	Fuses	NA

PROPOSAL RESPONSE SHEET
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Cooper	Y	N	Devices (Receptacles & Switches)	
Pass & Seymore (P&S)	Y	N	Devices (Receptacles & Switches)	
Intermatic	Y	N	Devices (Receptacles & Switches)	NA
Eagle	Y	N	Devices (Receptacles & Switches)	NA
Square D	Y	N	Breakers	
Siemens	Y	N	Breakers	NA
General Electric (G.E.)	Y	N	Breakers	NA
Cutler-Hammer	Y	N	Breakers	

** The remainder of this page intentionally left blank**

PROPOSAL RESPONSE SHEET
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS

Proposer shall list any other parts and supplies considered to be beneficial to this Request for Proposal.

Manufacturer	Available	Commodity Description	Discount % off Manufacturer's List Price
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		

High Intensity Discharge Lamps

80% OFF

PS-100-U
Eff. 1/1/08

	Philips Product Number	UPC Unit Code (046677-)	Item Description	Volts	Ship Case Qty.	Vendor Product Group	Suggested Trade Price	Net Price User Price
PN	211482	211486	MP360/BU/EW TG		C	70	t	t
PN	202168	202163	MP400/U TG		6	70	t	t
Metal Halide Lamps								
	354621	354626	MH150/U/M		12	70	t	t
	354639	354633	MH150/C/U/M		12	70	t	t
	313585	114169	MH175/U/M		12	70	t	t
	313593	313593	MH175/C/U/M		12	70	t	t
	287334	114107	MH175/U		12	15	101.44	70.15
	287284	287283	MH175/C/U		12	15	125.21	89.59
	312876	312879	MH175/3K/BU		12	15	190.37	137.91
	247254	247256	MS175/BU		12	15	168.22	121.86
	308585	308582	MH175/RFL		6	70	t	t
	274845	114138	MH250/U		12	15	114.62	79.27
	291690	291693	MH250/C/U		12	15	140.50	100.53
X	311373	311377	...MH250/3K/BU		12	15	210.34	152.37
	390658	390655	MS360/BU/EW		6	15	157.90	112.98
	390666	390662	MS360/C/BU/EW		6	15	166.09	118.84
	344150	344153	MH400/U		6	15	108.73	75.20
	278622	278625	MH400/U/ED28		12	15	211.02	152.87
	344168	344160	MH400/C/U		6	15	142.42	101.91
	312850	312855	MH400/3K/U		6	15	228.07	165.21
	301705	301705	MS400/BU		6	15	131.87	91.20
	301721	301729	MS400/C/BU		6	15	166.09	118.84
	246736	246730	MS400/BU/ED28		6	15	228.42	165.47
	311357	311353	MS400/3K/BU		6	15	285.57	206.87
	298265	298265	MH1000/U		6	15	304.78	218.07
	321505	321505	MH1000/U/BT37		6	15	359.97	260.76
	298273	298272	MH1000/C/U		6	15	337.14	241.23
	250936	250935	MS1000BU		6	15	451.89	327.35
	251306	251307	MS1000/BD		6	15	451.89	327.35
	251371	251376	MS1000/C/BU		6	15	509.24	368.90
	131623	131623	MH1500/U		6	15	360.90	258.23
Metal Halide Protected Lamps								
	281196	281199	MP175/BU 12PK		12	70	t	t
	281246	281243	MP250/BU 12PK		12	70	t	t
	130674	130671	MP360/BU/EW		6	70	t	t
	130682	130688	MP360/C/BU/EW		6	70	t	t
	133322	133320	MP400/BU 6 PK		6	70	t	t
	133330	133306	MP400/C/BU 6PK		6	70	t	t
	281188	281182	MP1000/BU 6PK		6	70	t	t
Safety Lifeguard Metal Halide Lamps								
P	214379	214371	MHT175/U		12	15	282.70	204.79
P	214395	214395	MHT150/C/U		12	15	309.63	224.30
P	214403	214401	MHT250/U		12	15	315.01	228.20
P	214429	214425	MHT250/C/U		12	15	341.93	247.70
	345983	345983	MHT400/U		6	15	299.31	216.83
	346015	346010	MHT400/C/U		6	15	317.68	230.13
Pulse Start High Output Lamps								
	276626	276621	MS175/BU/PS		12	70	t	t

N New listing, please contact your Philips representative on availability.
X Orders will be shipped until inventory is depleted; no longer to be manufactured.
P Shipped in full case quantity only. Orders for partial cases will round up to full case quantity.
Q Shipped in multiples of the intermediate case quantity of 10. Orders will round up to intermediate case quantity.
t See excluded pricing, pages 52–77
R Shipped in multiples of the intermediate case quantity of 5. Orders will round up to intermediate case quantity.

LINE ITEM DETAIL

ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

BID #: [illegible]12012
OPEN: 03/17/2011
10:00 AM

VENDOR ID 400105 OWEN ELECTRIC SUPPLY

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	06037	WIREMOLD ADAPTER EXT FLUSH TYPE 1-GANG W.M. #5751 ONLY	80	EA	V5751	$ 3.19 EA	$ 255.20
0002	06037	WIREMOLD BOX SWITCH & RECP. 1-GANG W.M. #5754 ONLY	100	EA		$ NQ	$ NQ
0003	06037	WIREMOLD CLIP SUPPORTING W.M. #5703 ONLY	150	EA	V5703	$ .22 EA	$ 33.00
0004	06037	WIREMOLD BOXES ONE GANG	10	EA	V5747	$ 3.78 EA	$ 37.80
0005	06037	WIREMOLD BOXES TWO GANG	10	EA	V5747-2	$ 5.71 EA	$ 57.10
0006	06037	CONDUIT FLEXIBLE ALUMINUM 1/2" 100/ROLL	2700	FT	RWA 1/2	$ .34 EA	$ 918.00
0007	06037	CONDUIT FLEXIBLE ALUMINUM 3/4" 100/ROLL	300	FT	RWA 3/4	$ .40 EA	$ 120.00
0008	06037	CONDUIT FLEXIBLE LIQUIDTITE 1/2" 100/ROLL AMP 1 POLE	300	FT	LTNM 1/2	$ .25 EA	$ 75.00
0009	06037	CONDUIT 1/2" PVC 10 FOOT SECTION	100	FT	PVC COND 1/2	$ .10 EA	$ 10.00

LINE ITEM DETAIL

ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

BID #: B12012
OPEN: 03/17/2011
10:00 AM

VENDOR ID 400105 OWEN ELECTRIC SUPPLY

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	06037	CONDUIT 1/2" PVC 8 FOOT SECTION	100	EA	PVC COND 1/2	$ .10 EA	$ 10.00
0011	06037	CONDUIT 3/4" 10 FOOT SECTION	100	EA	PVC COND 3/4	$ .13 EA	$ 13.00
0012	06037	CONDUIT 3/4" PVC 8 FOOT SECTION	100	EA	PVC COND 3/4	$ .13 EA	$ 13.00
0013	06037	CONDUIT 1/2" EMT 10 FOOT	100	EA	COND EMT 1/2	$ .15 EA	$ 15.00
0014	06037	CONDUIT 1/2" EMT 8 FOOT	100	EA	COND EMT 1/2	$ .15 EA	$ 15.00
0015	06037	CONDUIT 3/4" EMT 10 FOOT SECTION	100	EA	COND EMT 3/4	$ .29 EA	$ 29.00
0016	06037	CONDUIT 3/4" EMT 8 FOOT SECTION	100	EA	CONDUEMT 3/4	$ .29 EA	$ 29.00
0017	06037	CONDUIT - FLEXIBLE - GREENFIELD 3 WIRE	100	FT	MCAL12/2WG	$ .40 EA	$ 40.00
0018	06037	VAPOR TITE FIXTURES - 2 BULB	25	EA	FLVT4	$ 42.00 EA	$ 1050.00
0019	06037	TAPE ELECTRICAL 3/4" X 33" SCOTCH #23 RUBBER	20	RL	130C	$ 5.93 EA	$ 118.60

LINE ITEM DETAIL

ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

BID #: B112012
OPEN: 03/17/2011
10:00 AM

VENDOR ID 400105 OWEN ELECTRIC SUPPLY

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0020	06037	TAPE ELECTRICAL 3/4" X 66" SCOTCH #88 BLACK	210	RL	88	$ 3.40 EA	$ 714.00
0021	06037	THHN #14 BLACK, WHITE, RED, GREEN	100	FT	SAME	$ .08 EA	$ 8.00
0022	06037	THHN #12 BLACK, WHITE, RED, GREEN	100	FT	SAME	$ .11 EA	$ 11.00
0023	06037	THHN #10 BLACK, WHITE, RED, GREEN	100	FT	SAME	$ .17 EA	$ 17.00
0024	06037	THHN #8 BLACK, WHITE, RED, GREEN	100	FT	SAME	$ .26 EA	$ 26.00
0025	06037	SYLVANIA BALLAST KIT 1 SKU'S LU 1000/SUPUN 5 - KIT LUMA LUX 120/200/240/277/480	1	EA	HPS1000APKIT	$ 112.00 EA	$ 112.00
0026	06037	HOWARD IND. BALLAST S0400 - 81C - 211 DC S51 400 WATT HPS 120/209/240/277/480	1	EA	HPS400APKIT	$ 60.32 EA	$ 60.32
0027	06037	MAGNATEK H.P.S. BALLAST 150 WATT MULTI TAP	1	EA	HPS150XQKIT	$ 36.81 EA	$ 36.81
0028	06037	PROLUME M H BALLAST 100 WATT 120/208/240/277 VOLT	1	EA	MH100XQKIT	$ 34.20 EA	$ 34.20

LINE ITEM DETAIL

ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

BID #: B112012
OPEN: 03/17/2011
10:00 AM

VENDOR ID 400105 OWEN ELECTRIC SUPPLY

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0029	06037	HI LUME COMPACT SE BALLAST LUTRON 277 VOLT FDB - T442 - 277 - 1 - S	1	EA	EC3DT442K	$ 65.00 EA	$ 65.00
0030	06037	TRIAD BALLAST C2642UHVME 2CFQ/TR26W/G24 9 LAMPS	1	EA	KTEB242TUV	$ 21.75 EA	$ 21.75
0031	06037	KEYSTONE BALLAST KIT MH - 175 MULTI TAP	1	EA	MH175APKIT	$ 32.83 EA	$ 32.83
0032	06037	PHILLIPS LAMPS PL-T 41 4 PIN 42 WATT	1	EA	PLT42W41K	$ 3.08 EA	$ 3.08
0033	06037	PHILLIPS LAMPS PL-T 41 4 PIN 32 WATT	1	EA	PLT32W41K	$ 3.08 EA	$ 3.08
0034	06037	PROLUME MH 175/U/MED/IC 108262 M57/E	1	EA	MH175/U/MED	$ 9.00 EA	$ 9.00
0035	06037	PROLUME METAL HALIOE LAMP 150 WATT/U/MED/PS #108258 M102/E	1	EA	MP150/U/MED	$ 9.00 EA	$ 9.00
0036	06037	PHILLIPS MHC 70/U/M/UK ALTO	1	EA	MH70/U/m	$ 9.00 EA	$ 9.00
0037	06037	PHILLIPS 32386-5 C1000S52/ED37 MOGUL CLEAR	1	EA	C1000/S52	$ 28.00 EA	$ 28.00

LINE ITEM DETAIL

ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

BID #: B112012
OPEN: 03/17/2011
10:00 AM

VENDOR ID 400105 OWEN ELECTRIC SUPPLY

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0038	06037	175 WATT METAL HALIDE LAMPS	1	EA	MH175/U	$ 10.00 EA	$ 10.00
0039	06037	400 WATT METAL HALIDE LAMPS	1	EA	MH400/U	$ 10.00 EA	$ 10.00
0040	06037	1000 WATT METAL HALIDE LAMPS	1	EA	MH1000/U	$ 18.00 EA	$ 18.00
0041	06037	1500 WATT METAL HALIDE LAMPS	1	EA	MH1500/U	$ 18.00 EA	$ 18.00
0042	06037	400 WATT BALLAST KITS	1	EA	MH400APKIT	$ 39.99 EA	$ 39.99
0043	06037	1000 BALLAST KITS	1	EA	MH1000APKIT	$ 76.28 EA	$ 76.28
0044	06037	1500 WATT BALLAST KITS	1	EA	MH1500APKIT	$ 117.80 EA	$ 117.80

Extended Price Total of all Item $ 4,328.84

SPECIAL PROVISIONS
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS

4. Signature of Galveston County employee accepting merchandise;

5. Descriptive information as to the items delivered, quantity, number or containers, etc.

All invoices shall be sent in triplicate to:

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

X. WARRANTY

Successful Proposer shall warrant that all items shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship, and title.

XI. DELIVERY:

All delivery and freight charges (FOB Galveston County designated locations) are to be included in proposal pricing.

Does your company guarantee that deliveries will be made within 24 hours, at least 95% of the time after receipt of the order?

Yes_____ No_____

If no, what is the guaranteed delivery time of 95% of the orders?

_____

What are the normal business hours at the nearest distribution center?

_____

Do you have after hour and weekend supply capabilities? Yes_____ No_____

(If yes, please describe):_____

Do you have hot-shot capabilities during regular hours for items under 100 pounds?

Yes_____ No_____

Delivered Within:	**Cost:**
One (1) hour	$_____
Three (3) hours	$_____
Five (5) hours	$_____
Same Day	$_____

SPECIAL PROVISIONS
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS

Do you have hot-shot capabilities for hour and weekend supply per standard weight less than 100 pounds?

Yes_____ No_____

Delivered Within:	**Cost:**
One (1) hour	$_____
Three (3) hours	$_____
Five (5) hours	$_____
Same Day	$_____

Do you have hot-shot capabilities for hour and weekend supply per weights greater than 100 pounds?

Yes_____ No_____

Delivered Within:	**Cost:**
One (1) hour	$_____
Three (3) hours	$_____
Five (5) hours	$_____
Same Day	$_____

Distribution Center Locations:
What is the address and telephone number of the nearest distribution center?

_____

_____

_____

What is the location address and telephone number of an alternate distribution center if requested stock is not available at the nearest location?

_____

_____

_____

Non-Stocked Items:
It is understood that on occasion, requests will be made by Galveston County personnel to purchase items that are not normally stocked by vendor. In these extreme cases, vendor shall make a considerable effort to deliver said item(s) to Galveston County in a time period that is considered reasonable and mutually agreeable by both parties. Galveston County reserves the right to purchase said items from an alternate vendor in these cases where the requested items cannot be delivered in a timely manner.

PROPOSAL RESPONSE SHEET
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS

Proposer(s) shall include an example of manufacturer's list price sheet used for calculation of percentages listed below.

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Phillips	Y	N	Lamps / Bulbs	_____
Sylvania	Y	N	Lamps / Bulbs	_____
Prolume	Y	N	Lamps / Bulbs	_____
Westinghouse	Y	N	Lamps / Bulbs	_____
Universal	Y	N	Lamps / Bulbs	_____
SLI	Y	N	Lamps / Bulbs	_____
Advance	Y	N	Ballasts	_____
Triad	Y	N	Ballasts	_____
Magnatek	Y	N	Ballasts	_____
Westinghouse	Y	N	Ballasts	_____
Universal	Y	N	Ballasts	_____
Howard	Y	N	Ballasts	_____
Lumark	Y	N	Fixtures	_____
Hubble	Y	N	Fixtures	_____
Lithonia	Y	N	Fixtures	_____
Tamlite	Y	N	Fixtures	_____
Crescent	Y	N	Fixtures	_____
Metalux	Y	N	Fixtures	_____
Stonco	Y	N	Fixtures	_____
Buss	Y	N	Fuses	_____
Littlefuse	Y	N	Fuses	_____
Cooper	Y	N	Fuses	_____

PROPOSAL RESPONSE SHEET
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS

Approved Manufacturer	Available? (circle one)		Commodity	Discount % off Manufacturer's List Price
Cooper	Y	N	Devices (Receptacles & Switches)	_____
Pass & Seymore (P&S)	Y	N	Devices (Receptacles & Switches)	_____
Intermatic	Y	N	Devices (Receptacles & Switches)	_____
Eagle	Y	N	Devices (Receptacles & Switches)	_____
Square D	Y	N	Breakers	_____
Siemens	Y	N	Breakers	_____
General Electric (G.E.)	Y	N	Breakers	_____
Cutler-Hammer	Y	N	Breakers	_____

** The remainder of this page intentionally left blank**

PROPOSAL RESPONSE SHEET
ELECTRICAL PARTS & SUPPLIES
GALVESTON COUNTY, TEXAS

Proposer shall list any other parts and supplies considered to be beneficial to this Request for Proposal.

Manufacturer	Available	Commodity Description	Discount % off Manufacturer's List Price
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		
	Y		

LINE ITEM DETAIL

ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

BID #: B112012
OPEN: 03/17/2011
10:00 AM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	06037	WIREMOLD ADAPTER EXT FLUSH TYPE 1-GANG W.M. #5751 ONLY	80	EA	_____	$_____	$_____
0002	06037	WIREMOLD BOX SWITCH & RECP. 1-GANG W.M. #5754 ONLY	100	EA	_____	$_____	$_____
0003	06037	WIREMOLD CLIP SUPPORTING W.M. #5703 ONLY	150	EA	_____	$_____	$_____
0004	06037	WIREMOLD BOXES ONE GANG	10	EA	_____	$_____	$_____
0005	06037	WIREMOLD BOXES TWO GANG	10	EA	_____	$_____	$_____
0006	06037	CONDUIT FLEXIBLE ALUMINUM 1/2" 100/ROLL	2700	FT	_____	$_____	$_____
0007	06037	CONDUIT FLEXIBLE ALUMINUM 3/4" 100/ROLL	300	FT	_____	$_____	$_____
0008	06037	CONDUIT FLEXIBLE LIQUIDTITE 1/2" 100/ROLL AMP 1 POLE	300	FT	_____	$_____	$_____
0009	06037	CONDUIT 1/2" PVC 10 FOOT SECTION	100	FT	_____	$_____	$_____

LINE ITEM DETAIL

ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

BID #: B112012
OPEN: 03/17/2011
10:00 AM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0010	06037	CONDUIT 1/2" PVC 8 FOOT SECTION	100	EA	_____	$_____	$_____
0011	06037	CONDUIT 3/4" 10 FOOT SECTION	100	EA	_____	$_____	$_____
0012	06037	CONDUIT 3/4" PVC 8 FOOT SECTION	100	EA	_____	$_____	$_____
0013	06037	CONDUIT 1/2" EMT 10 FOOT	100	EA	_____	$_____	$_____
0014	06037	CONDUIT 1/2" EMT 8 FOOT	100	EA	_____	$_____	$_____
0015	06037	CONDUIT 3/4" EMT 10 FOOT SECTION	100	EA	_____	$_____	$_____
0016	06037	CONDUIT 3/4" EMT 8 FOOT SECTION	100	EA	_____	$_____	$_____
0017	06037	CONDUIT - FLEXIBLE - GREENFIELD 3 WIRE	100	FT	_____	$_____	$_____
0018	06037	VAPOR TITE FIXTURES - 2 BULB	25	EA	_____	$_____	$_____
0019	06037	TAPE ELECTRICAL 3/4" X 33" SCOTCH #23 RUBBER	20	RL	_____	$_____	$_____

LINE ITEM DETAIL

ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

BID #: B112012
OPEN: 03/17/2011
10:00 AM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0020	06037	TAPE ELECTRICAL 3/4" X 66" SCOTCH #88 BLACK	210	RL	_____	$_____	$_____
0021	06037	THHN #14 BLACK, WHITE, RED, GREEN	100	FT	_____	$_____	$_____
0022	06037	THHN #12 BLACK, WHITE, RED, GREEN	100	FT	_____	$_____	$_____
0023	06037	THHN #10 BLACK, WHITE, RED, GREEN	100	FT	_____	$_____	$_____
0024	06037	THHN #8 BLACK, WHITE, RED, GREEN	100	FT	_____	$_____	$_____
0025	06037	SYLVANIA BALLAST KIT 1 SKU'S LU 1000/SUPUN 5 - KIT LUMA LUX 120/200/240/277/480	1	EA	_____	$_____	$_____
0026	06037	HOWARD IND. BALLAST S0400 - 81C - 211 DC S51 400 WATT HPS 120/209/240/277/480	1	EA	_____	$_____	$_____
0027	06037	MAGNATEK H.P.S. BALLAST 150 WATT MULTI TAP	1	EA	_____	$_____	$_____
0028	06037	PROLUME M H BALLAST 100 WATT 120/208/240/277 VOLT	1	EA	_____	$_____	$_____

LINE ITEM DETAIL

ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

BID #: B112012
OPEN: 03/17/2011
10:00 AM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0029	06037	HI LUME COMPACT SE BALLAST LUTRON 277 VOLT FDB - T442 - 277 - 1 - S	1	EA	_____	$_____	$_____
0030	06037	TRIAD BALLAST C2642UHVME 2CFQ/TR26W/G24 9 LAMPS	1	EA	_____	$_____	$_____
0031	06037	KEYSTONE BALLAST KIT MH - 175 MULTI TAP	1	EA	_____	$_____	$_____
0032	06037	PHILLIPS LAMPS PL-T 41 4 PIN 42 WATT	1	EA	_____	$_____	$_____
0033	06037	PHILLIPS LAMPS PL-T 41 4 PIN 32 WATT	1	EA	_____	$_____	$_____
0034	06037	PROLUME MH 175/U/MED/IC 108262 M57/E	1	EA	_____	$_____	$_____
0035	06037	PROLUME METAL HALIOE LAMP 150 WATT/U/MED/PS #108258 M102/E	1	EA	_____	$_____	$_____
0036	06037	PHILLIPS MHC 70/U/M/UK ALTO	1	EA	_____	$_____	$_____
0037	06037	PHILLIPS 32386-5 C1000S52/ED37 MOGUL CLEAR	1	EA	_____	$_____	$_____

LINE ITEM DETAIL

ELECTRICAL PARTS AND SUPPLIES

GALVESTON COUNTY, TEXAS

BID #: B112012
OPEN: 03/17/2011
10:00 AM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0038	06037	175 WATT METAL HALIDE LAMPS	1	EA	_____	$_____	$_____
0039	06037	400 WATT METAL HALIDE LAMPS	1	EA	_____	$_____	$_____
0040	06037	1000 WATT METAL HALIDE LAMPS	1	EA	_____	$_____	$_____
0041	06037	1500 WATT METAL HALIDE LAMPS	1	EA	_____	$_____	$_____
0042	06037	400 WATT BALLAST KITS	1	EA	_____	$_____	$_____
0043	06037	1000 BALLAST KITS	1	EA	_____	$_____	$_____
0044	06037	1500 WATT BALLAST KITS	1	EA	_____	$_____	$_____

Extended Price Total of all Item $_____

AGENDA ITEM #28.e.

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

February 11, 2014

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

Re: Bid #B112013, Portable Toilet Service – Bolivar Peninsula

Gentlemen,

The contract associated with Bid #B112013, Portable Toilet Service – Bolivar Peninsula is scheduled to expire on April 24, 2014, and there are no further extensions.

Authorization is requested to re-solicit for these services.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

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: **CM11095**

Invitation to Bid Number: **Bid# B112013 – Portable Toilet Services – Bolivar Peninsula**

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 **April 24, 2012.**

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: **C. Johnnie on the Spot, Inc.**

Awarded as to addendum(s) (if applicable):

Addendum No. 1: ( ) yes ( ) no ( ) n.a.
Addendum No. 2: ( ) yes ( ) no ( ) n.a.
Addendum No. 3: ( ) yes ( ) no ( ) n.a.

Payment Bond Required: ( ) yes (X)no

Performance Bond Required: ( ) yes (X) no

Notice to be Given to:

Galveston County:

County Purchasing Agent
Galveston County
722 Moody
Fifth (5th) Floor
Galveston, Texas 77550

Contractor:

C. Johnnie on the Spot
P.O. Box 1583
Nederland, Texas 77627

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 effective 25th day of April, 2011.

Contractor:

C. Johnnie on the Spot, Inc.

By: **Date:** 3-15-11

Galveston County

By: **Date:** 4/5/11

Mark A. Henry, County Judge

Attest:

Dwight Sullivan, County Clerk

BID #: B112013
OPEN: 03/17/2011
2:00 PM

BID SHEET

PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv
to bid we submit the following:

LINE ITEM TOTAL $ 17300.00

OPTIONS TO RENEV 2 Extensions/1 Year Options

WITNESS

3-15-11
DATE

C. Johnnie on the Spot
COMPANY NAME

AUTHORIZED REPRESENTATIVE'S SIGNATURE

Jim Kennedy
PRINTED NAME

Assistant Manager
TITLE

PO Box 1583
CORRESPONDENCE ADDRESS

Nederland, TX. 77627
CITY, STATE ZIP CODE

76-0492681
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

PO Box 1583
REMIT ADDRESS

Nederland, TX. 77627
CITY, STATE ZIP CODE

409-724-6647
TELEPHONE NUMBER

409-724-6755
FAX NUMBER

ADDENDUM'S RECEIVED #1_____#2_____#3_____

ADA = 80.00 each
Regular = 60.00 each

LINE ITEM DETAIL

PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

BID #: B112013
OPEN: 03/17/2011
2:00 PM

VENDOR ID 701322 C JOHNNY ON THE SPOT INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	15570	GREGORY PARK - HWY. 87 - BARBADOS ROAD - BEHIND COBB REAL ESTATE CRYSTAL BEACH, TEXAS 1 ADA DISABLED UNIT SERVICED ONCE WEEKLY - YEAR ROUND 80.00	12	MO		$ 80.00	$ 960.00
0002	15570	NOBLE CARL PARK BALLFIELD & PLAYGROUND AREA 1760 HWY 87 (REAR) CRYSTAL BEACH, TX 3 ADA DISABLED UNITS SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER 80 ea.	7	MO		$ 240.00	$ 1680.00
0003	15570	NOBLE CARL PARK BALLFIELD & PLAYGROUND AREA 1760 HWY 87 (REAR) CRYSTAL BEACH, TX 3 ADA DISABLED UNITS SERVICED TWICE WEEKLY OCTOBER THRU FEBRUARY 60.00	5	MO		$ 180.00	$ 900.00
0004	15570	ERMAN PILSNER BOAT RAMP 16TH STREET PORT BOLIVAR, TX - 2 ADA DISABLED UNITS SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER 80 ea	7	MO		$ 160.00	$ 1120.00
0005	15570	ERMAN PILSNER BOAT RAMP 16TH STREET PORT BOLIVAR, TX - 2 ADA DISABLED UNITS SERVICED ONCE WEEKLY OCTOBER THRU	5	MO		$ 120.00	$ 600.00

LINE ITEM DETAIL

PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

BID #: B112013
OPEN: 03/17/2011
2:00 PM

VENDOR ID 701322 C JOHNNY ON THE SPOT INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
		FEBRUARY					
0006	15570	BEACH ACCESS UNITS - 12 ADA ACCESSIBLE UNITS SERVICED TWICE WEEKLY MARCH 1 THROUGH OCTOBER 31. MAGNOLIA ROAD, O'NEIL ROAD, KAHLA ROAD, EAST AND WEST SIDE OF ROLLOVER PASS, GILCHRIST, TEXAS; INTERSECTION OF SH 124 AND SH 87 IN HIGH ISLAND, TEXAS AND ON THE BEACH AT SOUTH END OF HONEYSUCKLE ROAD, ALMA,MONKHOUSE ROAD, TOWNSEND, EASTVIEW, CRYSTAL BEACH, TEXAS. UNITS ARE TO BE PLACED AT ENDS OF SELECTED BEACH ACCESS ROADWAYS IN ENCLOSED WOODEN STRUCTURES ON BOLIVAR. SEE EXHIBIT "B" FOR ENCLOSURE DESCRIPTION. (NOTE: TOILETS WILL NOT BE PLACED ON THE BEACH) 80 ea.	8	MO		$ 960.00	$ 7680.00
0007	15570	BEACH ACCESS UNITS 12 ADA ACCESSIBLE UNITS SERVICED ONCE WEEKLY NOVEMBER 1 THROUGH FEBRUARY 28. MAGNOLIA ROAD, O'NEIL ROAD, KAHLA ROAD, EAST AND WEST SIDE OF ROLLOVER PASS, GILCHRIST, TEXAS; INTERSECTION OF SH 124 AND SH 87 IN 40 ea.	4	MO		$ 720.00	$ 2880.00

LINE ITEM DETAIL

PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

BID #: B112013
OPEN: 03/17/2011
2:00 PM

VENDOR ID 701322 C JOHNNY ON THE SPOT INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
		HIGH ISLAND, TEXAS, AND ON THE BEACH AT SOUTH END OF HONEYSUCKLE ROAD, ALMA, MONKHOUSE ROAD, TOWNSEND, AND EASTVIEW, CRYSTAL BEACH, TEXAS. UNITS ARE TO BE PLACED AT ENDS OF SELECTED BEACH ACCESS ROADWAYS IN ENCLOSED WOODEN STRUCTURES ON BOLIVAR. SEE EXHIBIT "B" FOR ENCLOSURE DESCRIPTION.					
0008	15570	LAUDERDALE BOAT RAMP - YACHT BASIN ROAD IN CAPLEN, TEXAS - REGULAR UNIT SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER 70 ea	7	MO		$ 70.00	$ 490.00
0009	15570	LAUDERDALE BOAT RAMP - YACHT BASIN ROAD IN CAPLEN TEXAS - REGULAR UNIT SERVICED ONCE WEEKLY OCTOBER THRU FEBRUARY 50 ea	5	MO		$ 50.00	$ 250.00
0010	15570	NORTH JETTY RAMP - 17TH STREET, BOLIVAR, TEXAS. REGULAR UNIT - SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER 70 ea	7	MO		$ 70.00	$ 490.00
0011	15570	NORTH JETTY RAMP - 17TH STREET, BOLIVAR, TEXAS. REGULAR UNIT - SERVICED ONCE WEEKLY OCTOBER THRU FEBRUARY 50 ea	5	MO		$ 50.00	$ 250.00

LINE ITEM DETAIL

PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

BID #: B112013
OPEN: 03/17/2011
2:00 PM

VENDOR ID 701322 C JOHNNY ON THE SPOT INC

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0012	15570	SERVICE CALL TO CHANGE LOCATION OF PORTABLE TOILETS	1	EA		$ N/C	$ N/C
						Extended Price Total of all Item	$ 17300.00

SPECIAL PROVISIONS
PORTABLE TOILET SERVICE – BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

37. SPECIAL PROVISIONS

The County of Galveston is seeking a vendor to provide portable toilet service to various locations on Bolivar Peninsula.

SCOPE

The following are specifications for portable toilet services for the facilities located on the Bolivar Peninsula, Galveston County.

TERM

Tenure of this contract shall be from one (1) year from date of approval by Commissioners Court with two (2), one (1) year extensions if mutually agreeable by both parties.

Specific locations for portable toilet service has been listed by experience for bidding purposes only. Locations may change throughout the term of this contract, however, all will remain within the scope of these specifications. Any changes in locations will be communicated and agreed upon in writing by both parties.

Successful bidder shall be responsible for securing or the removal of all portable toilets during the threat of hurricanes or other potentially dangerous approaching weather conditions that necessitate the initiation of the County's Emergency Management Plan.

ADA COMPLIANT PORTABLE RESTROOM

Where stated ADA disabled unit, this unit must meet or exceed the specifications of an ADA compliant portable restroom. (See Exhibit 'A' for more information).

Contractor also agrees to assume responsibility for and to make necessary repairs to portable units at no cost to the County of Galveston. Individual units are to be anchored to the ground to reduce the potential for being tipped over.

Dispensers and sinks are not required, however should they be included in your portable toilet, they must meet the required ADA specifications.

DELIVERY

All bid prices are to include freight and delivery.

LOCATIONS

All locations are subject to change at the County's discretion.

Gregory Park on Barbados Road, Crystal Beach, Texas.

Noble Carl Park Ballfield & Playground area - 1760 Hwy. 87, Crystal Beach, Texas.

Erman Pilsner Boat Ramp - 16th Street, Port Bolivar, Texas.

SPECIAL PROVISIONS
PORTABLE TOILET SERVICE – BOLIVAR PENINSULA
GALVESTON COUNTY, TEXAS

Beach Access Units .On the beach at the south end of Magnolia Road, O'Neil Road, Kahla Road, East and West side of Rollover Pass, Gilchrist, Texas; on the Beach at the intersection of SH 124 and SH 87 in High Island, Texas. At the South end of Honeysuckle Road, Alma, Monkhouse, Townsend, and Eastview, Crystal Beach, Texas.

Lauderdale Boat Ramp - Yacht Basin Road in Caplen, Texas.

North Jetty Ramp - 17th Street in Port Bolivar, Texas.

Maps to the locations are included as Exhibit C for your viewing.

Exhibit A

ADA COMPLIANT PORTABLE RESTROOM

ADA GUIDELINES	STANDARD	CODE
CLEAR FLOOR SPACE TOILET ROOM WATER CLOSETS	48" X 66" (1220 mm x 1677 mm)	4.22.3 4.16.2
WHEELCHAIR TURNING SPACE. TOILET ROOM	60" (1525 mm) diameter	4.2.3
DOORS-CLEAR WIDTH	32" when open at 90 degrees	4.13.5 4.22.2
DOORS-MANEUVERING CLEARANCE (STRIKE EDGE	18" (458 mm) minimum 24" (610 mm) preferred	4.13.6 4.22.2
DOORS - THRESHOLD	N.T.E. 1/2" (13 mm Shall be bevelled no greater than 2:1	4.13.8 4.22.2
DOOR - HARDWARE	Handles, pulls, latches, locks & other devices shall have a shape that is easy to grasp in one hand. N.T.E. 48" (1220mm) height	4.13.9 4.22.2
DOOR CLOSURES	Sweep period of 3 seconds from open position of 70 degrees to move to a point 3" (75mm) from latch	4.13.10 4.22.2
DOOR OPENING FORCE	Exterior hanged doors...reserved Interior hinged doors 51bf (22.2N)	4.16.3 4.22.4
WATER CLOSETS - HEIGHT	Height to top of seat 17" to 19" (430mm to 485mm)	4.16.3 4.22.4
GRAB BARS	Height 33" to 36" (840 to 915mm). Diameter 1 1/4" to 1 1/2" (32 to 38mm) Space from wall is 1 1/2" (38mm)	4.16.4 4.26 4.26.2 4.26.2

Exhibit A

ADA COMPLIANT PORTABLE RESTROOM

ADA GUIDELINES	STANDARD	CODE
GRAB BARS - STRENGTH	At any given point along the grab bar (a) & including fasteners & brackets, It must be able to withstand a load of 250 lbs (1112N)	4.16.4 4.26.3
GRAB BARS - SPACING	Grab bar behind water closet min. 36" (915mm) long. Grab bar on side wall min. 42" (1065 mm) starting 12" (305mm) from rear wall for a length of 54" (1370mm)	4.16.4 4.26.2
DISPENSERS	T.P. dispensers shall be installed within reach as per code (see next section)	4.16.6
	Dispensers that control delivery or that do not permit continuous flow shall not be used	4.16.6
DISPENSERS - CLEAR FLOOR SPACE - SIZE & APPROACH	Minimum clear floor space 30" x 48" (760 x 1220mm) May be forward or parallel approach. May be part of knee space for other objects.	4.22.7 4.27 4.2.4.1
DISPENSERS - FORWARD REACH	Maximum high forward reach is 48" (1220mm). Minimum low forward reach is 15" (380m)	4.2.5

Exhibit A

ADA COMPLIANT PORTABLE RESTROOM

ADA GUIDELINES	STANDARD	CODE
DISPENSERS - SIDE REACH	Parallel approach maximum height 54" (1370mm) minimum low reach is 9" (230mm) from the floor.	4.2.6
SINKS - HEIGHT	Counter or rim not to exceed 34" (865mm)	4.24.1
SINKS - KNEE CLEARANCE	Minimum 27" (685mm) high, 30" (760mm) wide, 19" (485mm) deep underneath sinks.	4.24.3
SINKS - DEPTH	Maximum 6 1/2" (165mm) deep.	4.24.4
SINK - CLEAR FLOOR SPACE	Minimum 30" x 48" (760mm x 1220mm) forward approach, 19" (485mm) maximum under-neath sink.	4.24.5

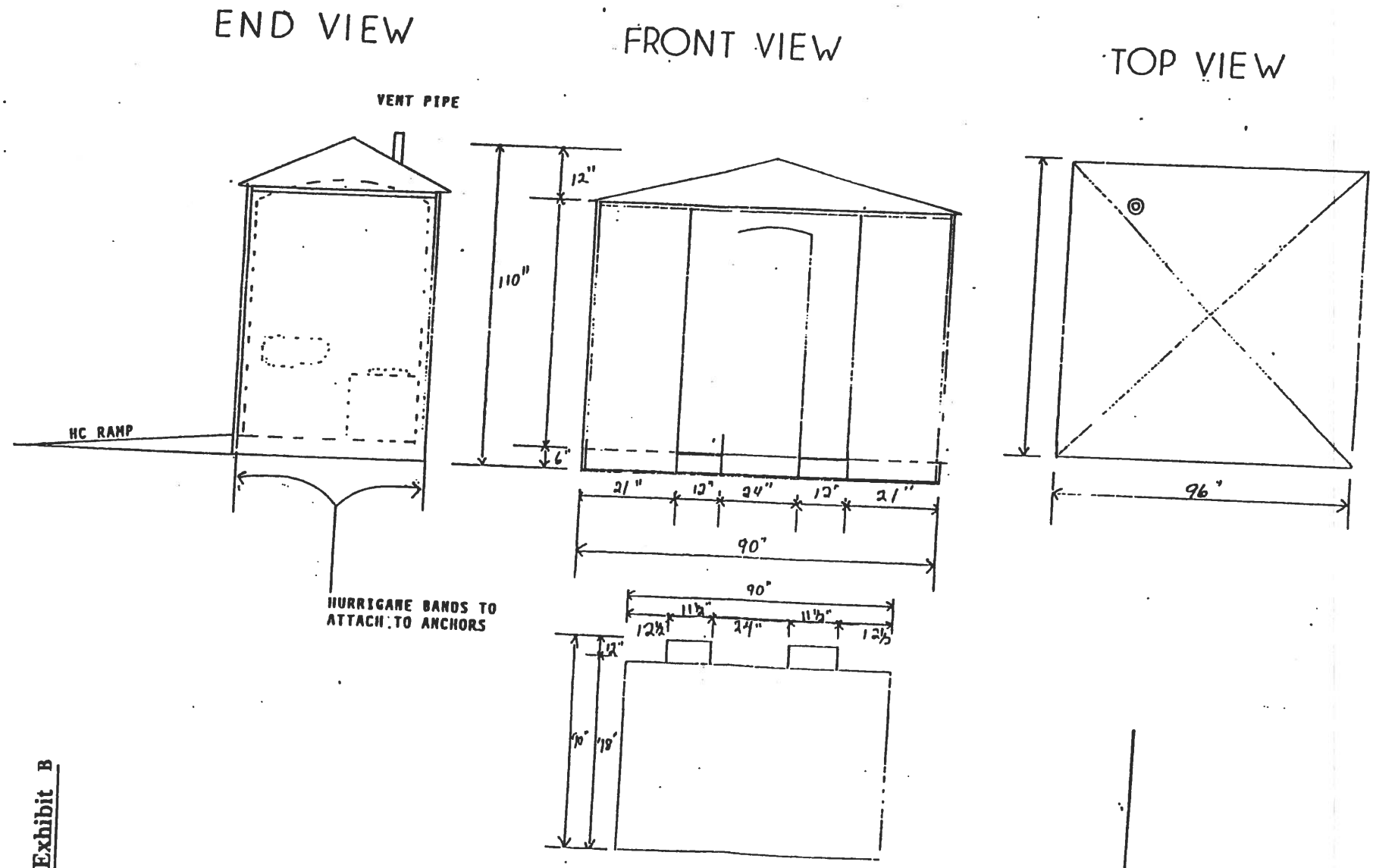
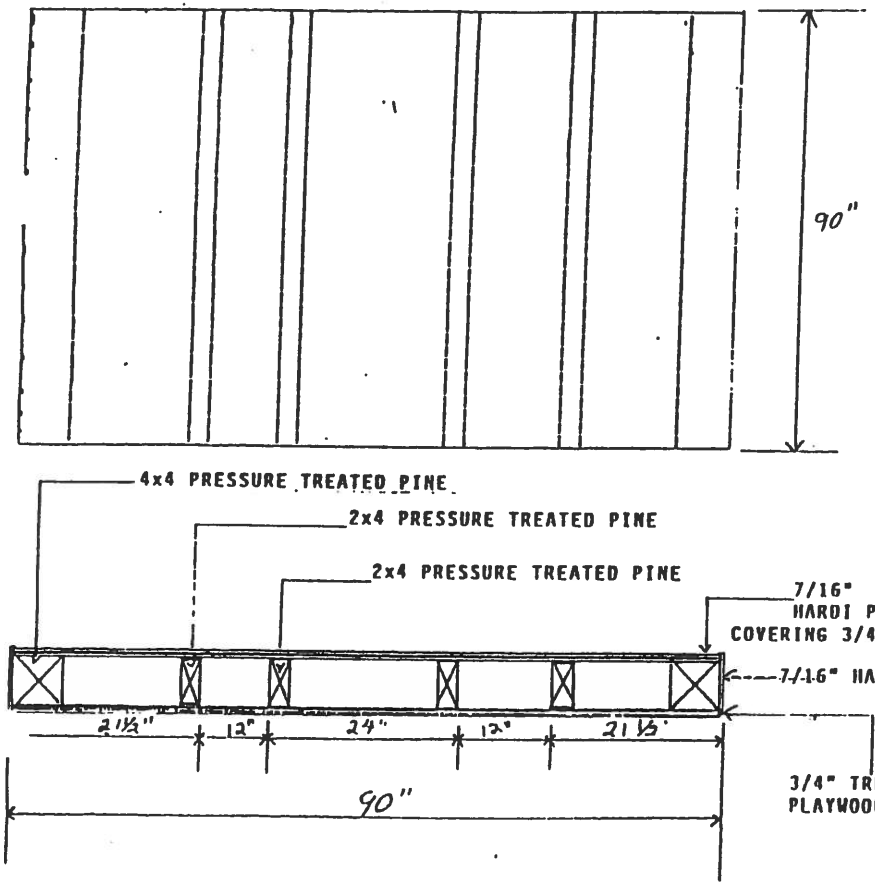
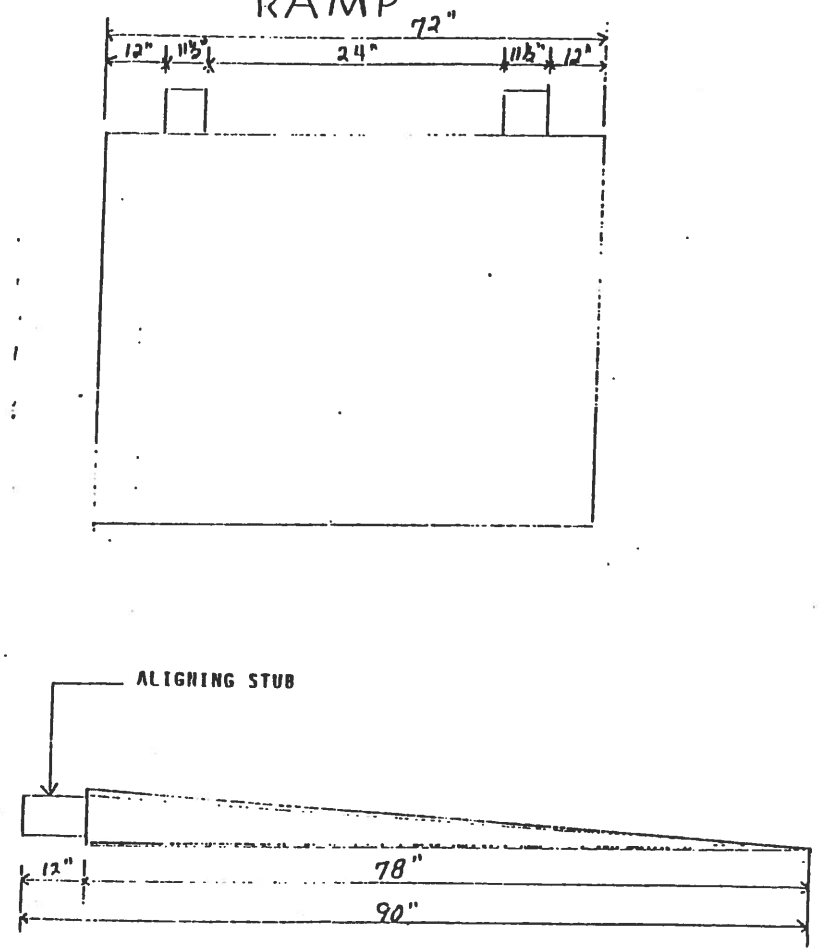

END VIEW
FRONT VIEW
TOP VIEW
VENT PIPE
HC RAMP
HURRICANE BANDS TO ATTACH TO ANCHORS
12"
110"
6"
21"
12"
24"
12"
21"
90"
96"
90"
11½"
11½"
12½"
24"
12½"
12"
70"
78"

Exhibit B

SKID FLOOR

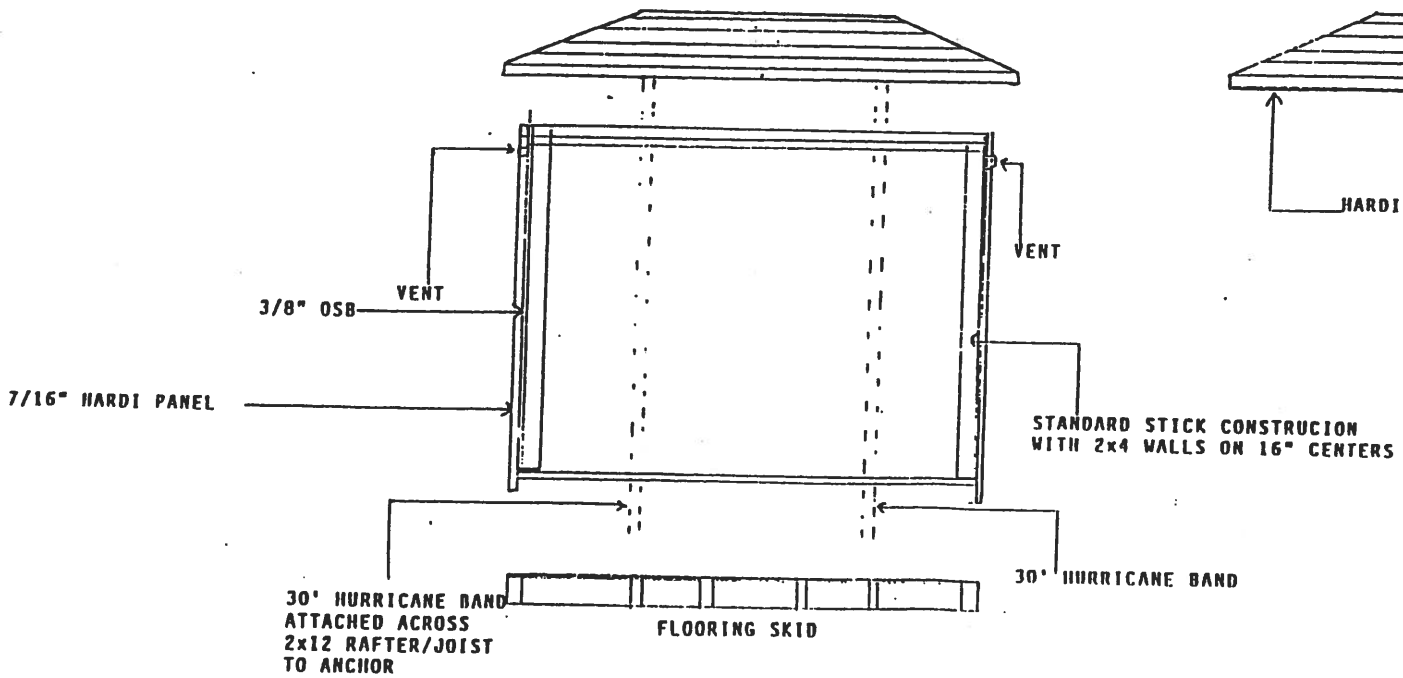


RAMP



ONSTRUCTION:NOTE:

1 ALL WALLS USE 2x4 STUDS @ 16" CENTERS
2 ½" OSB ON INSIDE OF WALLS
3 7/16 HARDI PANEL ON ALL EXTERIOR SURFACES
4 NO SEAMS
5 HINGED FRONT UNITS TO MATCH
6 ALL EXPOSED LUMBER PRODUCTS SHOULD BE COVERED WITH HARDI PANEL
7 ALL HARDWARE SHOULD BE GALVANIZED
8 ALL TRIM SHOULD BE MADE FROM HARDI PANEL



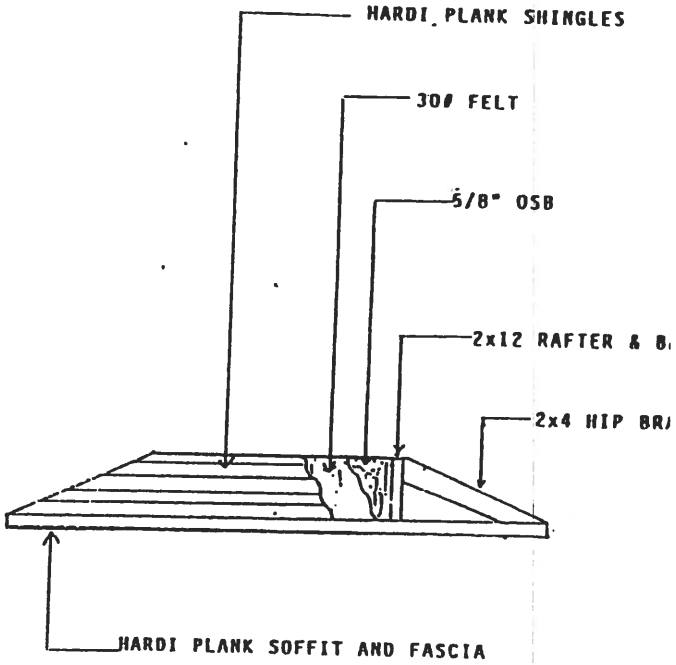
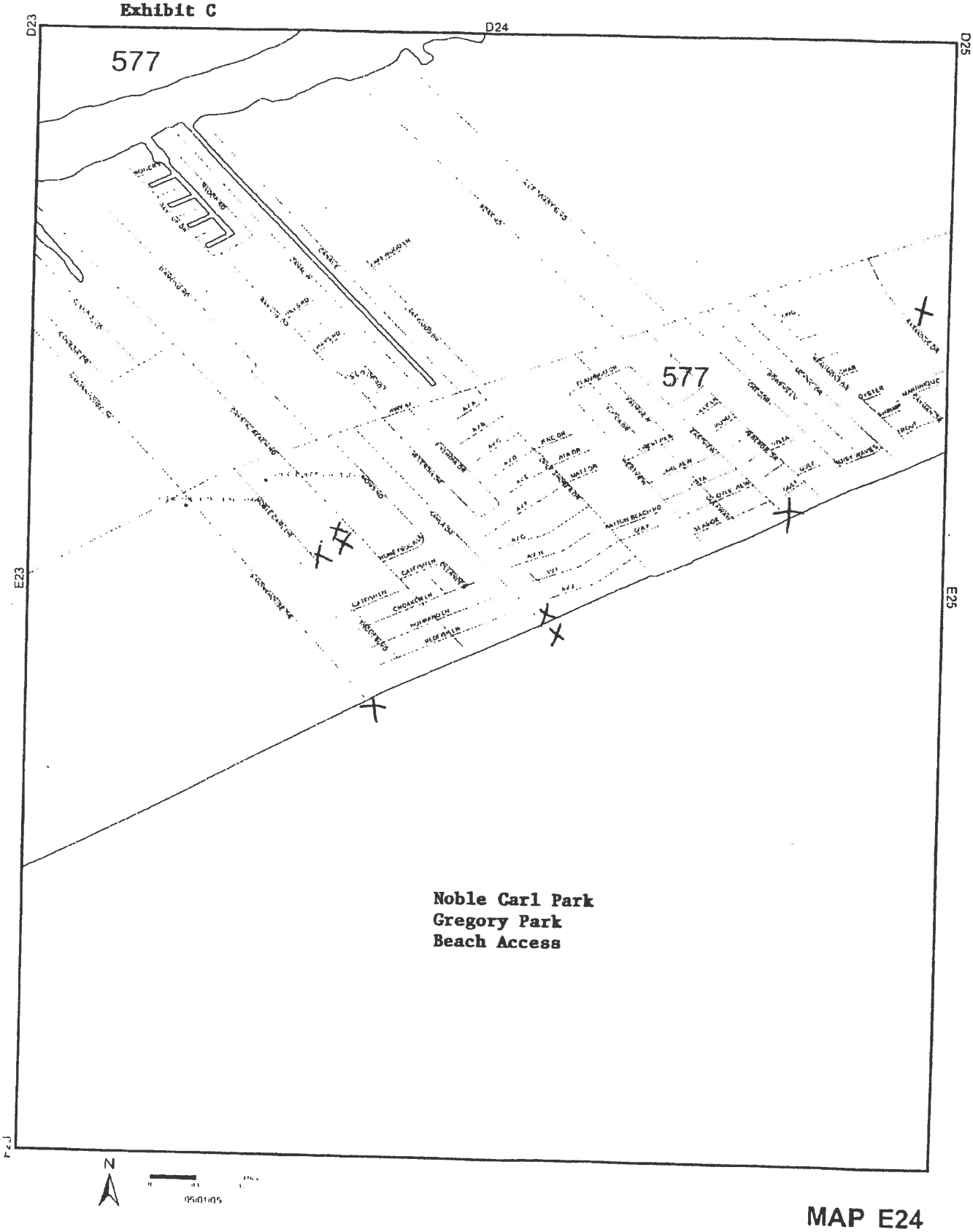


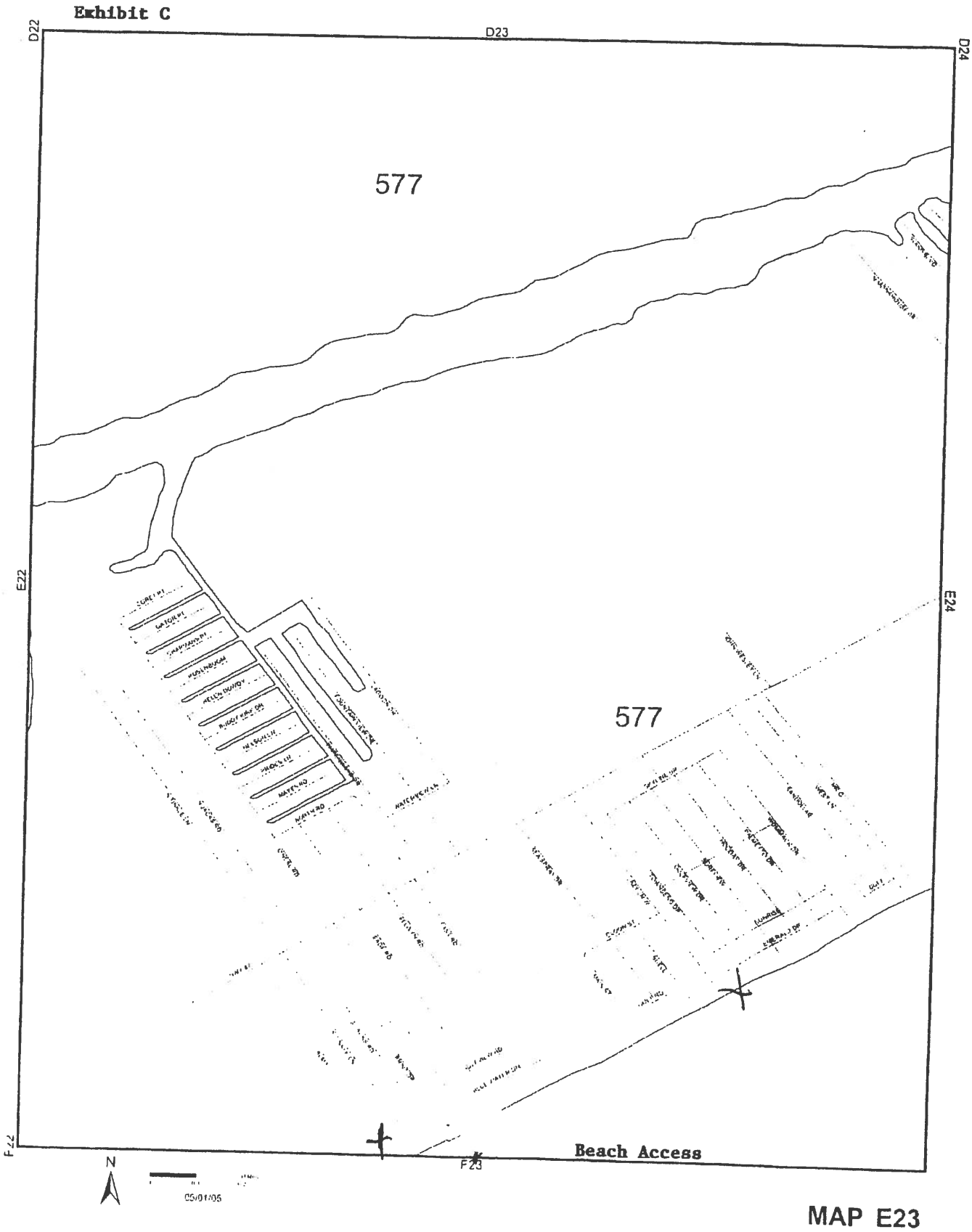
Exhibit C



Noble Carl Park
Gregory Park
Beach Access

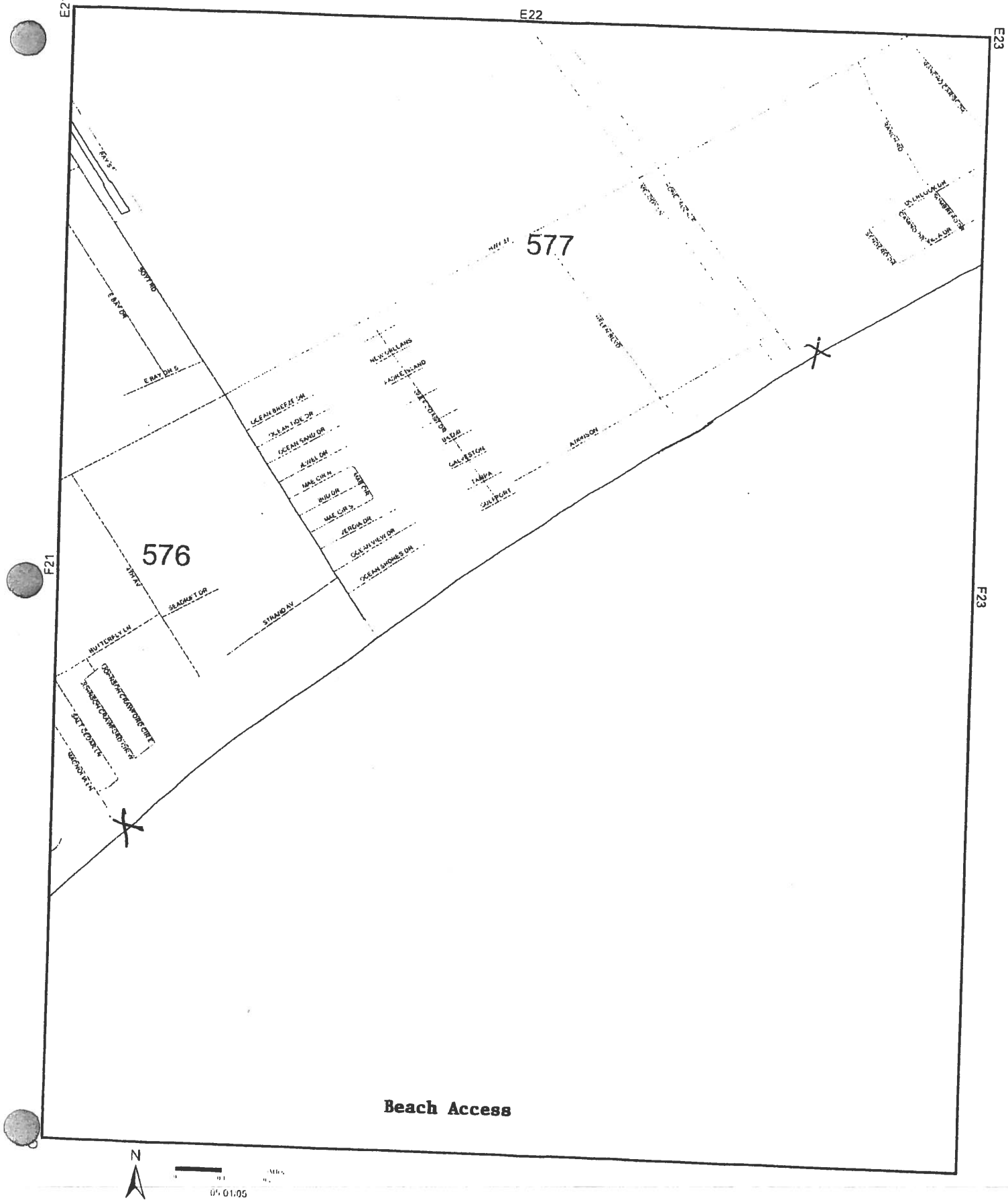
MAP E24

Exhibit C



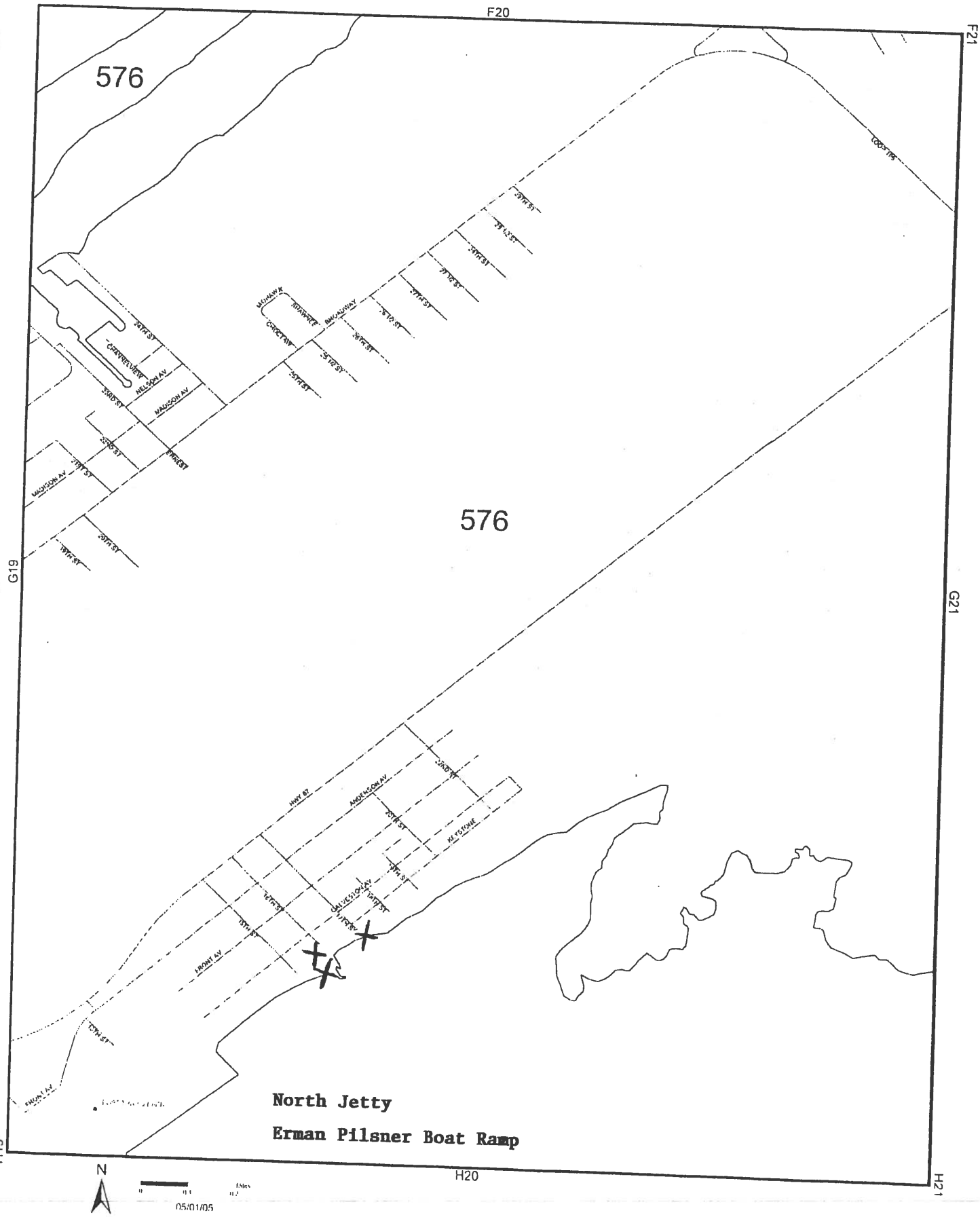
MAP E23

Exhibit C



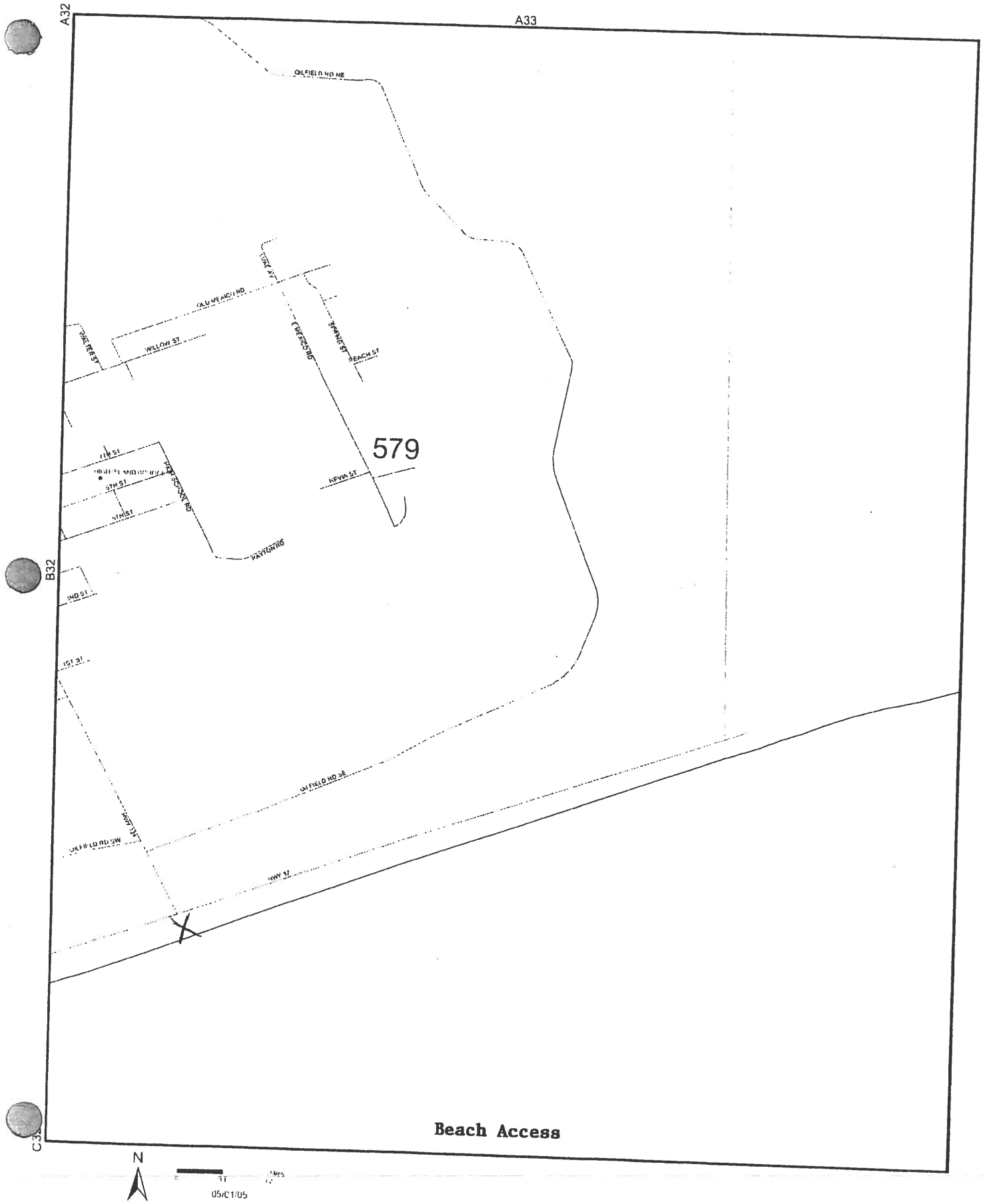
MAP F22

Exhibit C



MAP G20

Exhibit C

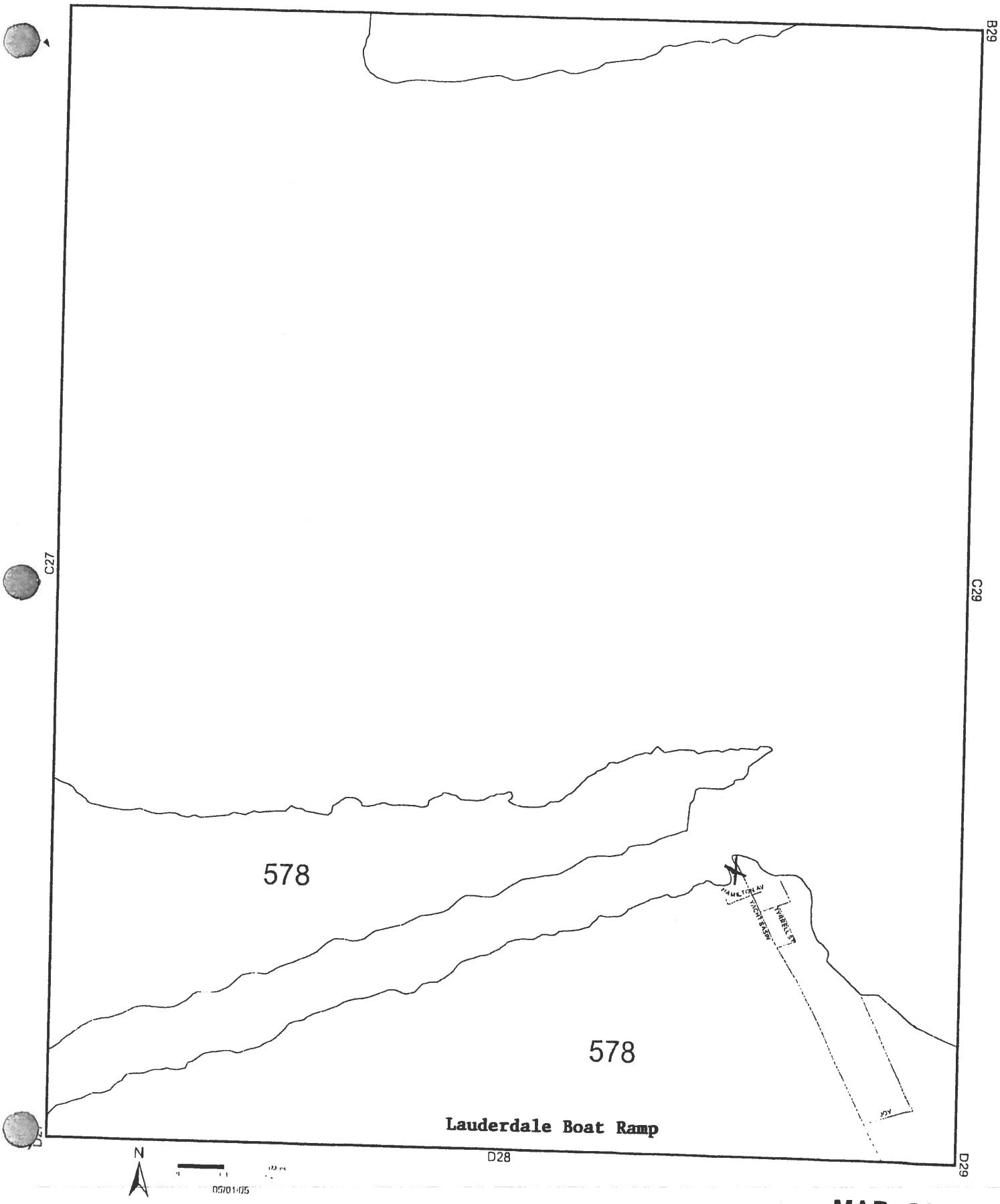


Beach Access

05/01/05

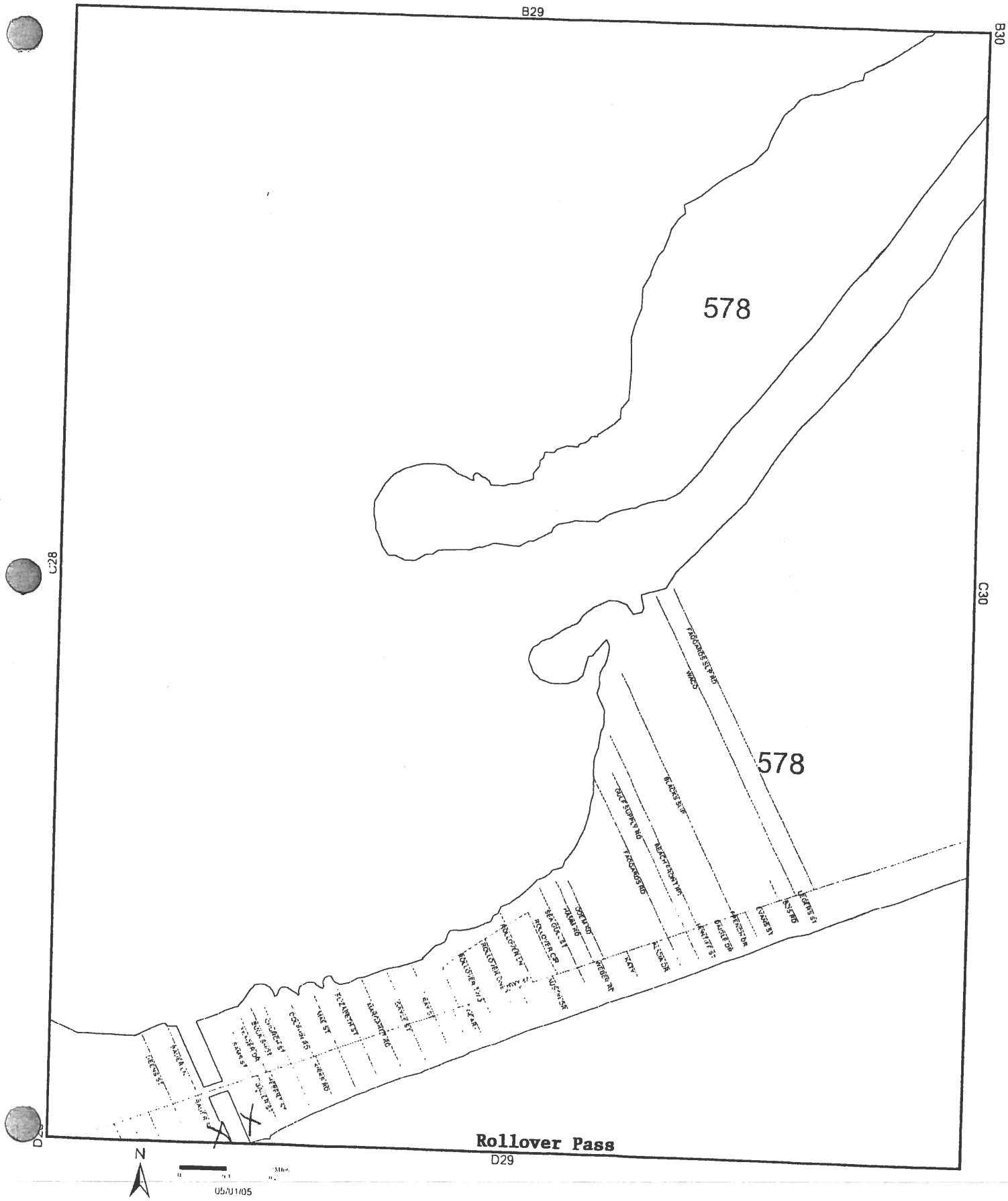
MAP B33

Exhibit C



MAP C28

Exhibit C



MAP C29

LINE ITEM DETAIL

BID #: B112013
OPEN: 03/17/2011
2:00 PM

PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0001	15570	GREGORY PARK - HWY. 87 - BARBADOS ROAD - BEHIND COBB REAL ESTATE CRYSTAL BEACH, TEXAS 1 ADA DISABLED UNIT SERVICED ONCE WEEKLY - YEAR ROUND	12	MO	_____	$_____	$_____
0002	15570	NOBLE CARL PARK BALLFIELD & PLAYGROUND AREA 1760 HWY 87 (REAR) CRYSTAL BEACH, TX 3 ADA DISABLED UNITS SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER	7	MO	_____	$_____	$_____
0003	15570	NOBLE CARL PARK BALLFIELD & PLAYGROUND AREA 1760 HWY 87 (REAR) CRYSTAL BEACH, TX 3 ADA DISABLED UNITS SERVICED TWICE WEEKLY OCTOBER THRU FEBRUARY	5	MO	_____	$_____	$_____
0004	15570	ERMAN PILSNER BOAT RAMP 16TH STREET PORT BOLIVAR, TX - 2 ADA DISABLED UNITS SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER	7	MO	_____	$_____	$_____
0005	15570	ERMAN PILSNER BOAT RAMP 16TH STREET PORT BOLIVAR, TX - 2 ADA DISABLED UNITS SERVICED ONCE WEEKLY OCTOBER THRU	5	MO	_____	$_____	$_____

LINE ITEM DETAIL

BID #: B112013
OPEN: 03/17/2011
2:00 PM

PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
		FEBRUARY					
0006	15570	BEACH ACCESS UNITS - 12 ADA ACCESSIBLE UNITS SERVICED TWICE WEEKLY MARCH 1 THROUGH OCTOBER 31. MAGNOLIA ROAD, O'NEIL ROAD, KAHLA ROAD, EAST AND WEST SIDE OF ROLLOVER PASS, GILCHRIST, TEXAS; INTERSECTION OF SH 124 AND SH 87 IN HIGH ISLAND, TEXAS AND ON THE BEACH AT SOUTH END OF HONEYSUCKLE ROAD, ALMA,MONKHOUSE ROAD, TOWNSEND, EASTVIEW, CRYSTAL BEACH, TEXAS. UNITS ARE TO BE PLACED AT ENDS OF SELECTED BEACH ACCESS ROADWAYS IN ENCLOSED WOODEN STRUCTURES ON BOLIVAR. SEE EXHIBIT "B" FOR ENCLOSURE DESCRIPTION. (NOTE: TOILETS WILL NOT BE PLACED ON THE BEACH)	8	MO	_____	$_____	$_____
0007	15570	BEACH ACCESS UNITS 12 ADA ACCESSIBLE UNITS SERVICED ONCE WEEKLY NOVEMBER 1 THROUGH FEBRUARY 28. MAGNOLIA ROAD, O'NEIL ROAD, KAHLA ROAD, EAST AND WEST SIDE OF ROLLOVER PASS, GILCHRIST, TEXAS; INTERSECTION OF SH 124 AND SH 87 IN	4	MO	_____	$_____	$_____

LINE ITEM DETAIL

BID #: B112013
OPEN: 03/17/2011
2:00 PM

PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
		HIGH ISLAND, TEXAS, AND ON THE BEACH AT SOUTH END OF HONEYSUCKLE ROAD, ALMA, MONKHOUSE ROAD, TOWNSEND, AND EASTVIEW, CRYSTAL BEACH, TEXAS. UNITS ARE TO BE PLACED AT ENDS OF SELECTED BEACH ACCESS ROADWAYS IN ENCLOSED WOODEN STRUCTURES ON BOLIVAR. SEE EXHIBIT "B" FOR ENCLOSURE DESCRIPTION.					
0008	15570	LAUDERDALE BOAT RAMP - YACHT BASIN ROAD IN CAPLEN, TEXAS - REGULAR UNIT SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER	7	MO	_____	$_____	$_____
0009	15570	LAUDERDALE BOAT RAMP - YACHT BASIN ROAD IN CAPLEN TEXAS - REGULAR UNIT SERVICED ONCE WEEKLY OCTOBER THRU FEBRUARY	5	MO	_____	$_____	$_____
0010	15570	NORTH JETTY RAMP - 17TH STREET, BOLIVAR, TEXAS. REGULAR UNIT - SERVICED TWICE WEEKLY MARCH THRU SEPTEMBER	7	MO	_____	$_____	$_____
0011	15570	NORTH JETTY RAMP - 17TH STREET, BOLIVAR, TEXAS. REGULAR UNIT - SERVICED ONCE WEEKLY OCTOBER THRU FEBRUARY	5	MO	_____	$_____	$_____

LINE ITEM DETAIL

PORTABLE TOILET SERVICE - BOLIVAR PENINSULA

GALVESTON COUNTY, TEXAS

BID #: B112013
OPEN: 03/17/2011
2:00 PM

VENDOR ID

Item No.	Product Code	Description	Quantity	Units	Catalog #	Unit Price	Extended Price
0012	15570	SERVICE CALL TO CHANGE LOCATION OF PORTABLE TOILETS	1	EA	_____	$_____	$_____

Extended Price Total of all Iten $_____

AGENDA ITEM #29.a.

COUNTY OF GALVESTON
REQUEST FOR BUDGET AMENDMENT/TRANSFER

Department:	**Human Resources**	**BA 14-038-0218-A**
Date Submitted:	**February 13, 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 for reclassification of position #1 - Human Resources Director using salary lapse.

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	155000 - Human Resources	5100000 - Salaries - Salary Lapse	5,783	
1101 - General Fund	155000 - Human Resources	5152102 - Medicare	84	
1101 - General Fund	155000 - Human Resources	5153000 - Pension	651	
1101 - General Fund	155000 - Human Resources	5154000 - Alternate Plan	507	
TOTAL - Transfer From			$ 7,025	

TRANSFER TO

Fund	Department	Line Item:	Amount	*Auditor Use Only Account Balance Sufficient (Y/N)*
1101 - General Fund	155000 - Human Resources	5100000-Salaries	5,783	
1101 - General Fund	155000 - Human Resources	5152102 - Medicare	84	
1101 - General Fund	155000 - Human Resources	5153000 - Pension	651	
1101 - General Fund	155000 - Human Resources	5154000 - Alternate Plan	507	
TOTAL - Transfer To			$ 7,025	

ADDITIONAL COMMENTS:
The Assistant Director of Human Resources is requesting a reclassification of position #1 - Director of Human Resources. This position has been vacant since October 5, 2012. As of February 13, 2014, the salary lapse for the Human Resources Department is $48,462.

Title of Position	Grade /Step	2014 Annualized Salary	2014 Annualized Fringe Benefits	Salary and Fringe Benefits for Remainder of Fiscal Year 2014
Current Position:				
Director of Human Resources	26O	$119,711	$31,385	$94,942
Proposed Position:				
Director of Human Resources	27N	$128,916	$33,343	$101,967
Request		$9,205	$1,958	$7,025

Departmental Authorization — Date

Kathy Branch — 2-13-14

Human Resources Department — Date

for Denise G. Yarand — 2/13/2014

Budget Office Authorization — Date

AUDITOR'S REVIEW

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

Reviewed by:_____ **Date:**_____

Auditor's Remarks:

COMMISSIONERS COURT APPROVAL

Date Submitted:_____ **Date Approved:**_____

AGENDA ITEM #30.a.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789

409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

January 30, 2014

RECEIVED
FEB 0 3 2014
GALVESTON COUNTY JUDGE

Ms. Dianna Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE: **Galveston County Tax Foreclosed Resale Property**
Account No. 7056-0000-0224-002 Cause 09TX0694

Dear Ms. Martinez,

Perdue Brandon Fielder Collins & Mott, LP had previously received an offer on the tax foreclosed property listed above on which Santa Fe ISD is the Trustee. The offer was reviewed by the Galveston County Drainage District Number 1 and was declined.

The Galveston County Drainage District No. 1 would like to purchase this property so they can continue to improve the drainage in the surrounding area. They have agreed to pay the $32,000.00 that was originally bid.

Please schedule this for review by the Galveston County Commissioner's Court. Attached for your reference is a the Bid Analysis, Proceeds Distribution Form and the prepared Resale Deed.

If this sale is approved, please have the appropriate person sign the enclosed Resale Deed and return it to us at the address shown above.

If you have any questions, please give me a call.

Best regards,

Judy A. Fuller
Executive Administrative Assistant to
Mark E. Ciavaglia

JF: encls.

BID ANALYSIS

Cause #: 09TX0694
Bid Amount: $32,000.00
Bidders Name: Galveston County Drainage District #1
Strike Off Date: 01-31-2011

Acct. #: 7056-0000-0224-002
Property Value: $78,520.00
Minimum Bid at first sale: $76,388.33

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
Santa Fe ISD, Galveston County Education District	1990-2009	$40,326.19
Galveston County, Road & Flood, City of Santa Fe, Galveston County Drainage District #1, Galveston County Emergency Service District #1, College of the Mainland	1990-2009	$34,226.94

Total: $74,553.13

COSTS

Publication Fee: (Payable to Galveston County Sheriff's Department)	$696.20
Court Costs: (Payable to Galveston County District Clerk)	$389.00
Ad Litem Fees: (Payable to Margaret T. Hindman)	$500.00
Research Fee: (Payable to Lyn Wingert & Associates)	$250.00
Filing Fees-Sheriff Deed Fee: (Payable to PBFCM)	$20.00
Filing Fees- Resale Deed Fee: (Payable to Galveston County Clerk)	$48.00

Total: $1,903.20

POST JUDGMENT TAXES

Entity	Tax Year	Amount due: Aug 2013 P/I
Santa Fe ISD	2010	$1,775.42
Galveston County, et al	2010	$1,696.37

Total: $3,471.79

PROPOSED DISTRIBUTION

Bid Amount: $32,000.00
Net to Distribute: $30,096.80

Costs: $1,903.20
Post Judgment: $3,471.79*

Disburse checks as follows:

Santa Fe ISD (inc. CED)	54.0905%	$16,279.52	Pro-rated amount for judgment years 1990-2009
Galveston County	45.9095%	$13,817.28	Pro-rated amount for judgment years 1990-2009
PBFCM		$1,903.20	Costs due under law suit/ tax sale/ resale

**Purchaser will be billed for post judgment taxes once resale deed has been recorded.*

RESALE OF PROPERTY
PROCEEDS DISTRIBUTION FORM

Cause Number **09TX0694** on the docket of the **212th** District Court
COUNTY OF GALVESTON VS. ANN LEE BREITSCHOPF

Property Account Number: **2030-0000-0004-000**

Legal Description: **PART OF LOT TWO HUNDRED TWENTY-FOUR (224-2) THAMANS 2ND SUBDIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN VOLUME 2985, PAGE 58, IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS.**

Property Sold at Sheriff's Sale Conducted on November 2, 2010 for **$76,388.33**

Property Re-Sold to **GALVESTON COUNTY DRAINAGE DISTRICT NUMBER ONE** for **$32,000.00**

Proceeds Distribution

Payment of Costs Pursuant to Texas Property Tax Code §34.02	Original Amt Due At Sale	Actual Disbursemer
(1) Advertising:		
to "Galveston County Sheriff's Dept." (publication costs)	$ 696.20	$ 696.20
(2) Reimbursement - Costs, Fees		
to "PBFCM" (Sheriff deed fee)	$ -	$ 20.00
to "Galveston County Clerk" (Resale Deed Fee)		$ 48.00
(3) Attorney Ad Litem Fees		
to "Margaret Hindman"	$ 500.00	$ 500.00
(4) Court Costs		
to "Galveston County District Clerk"	$ 389.00	$ 389.00
() Title Search Fees		
to "Lyn Wingert & Associates"	$ 250.00	$ 250.00
	$ 1,835.20	$ 1,903.20

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss
to "COUNTY OF GALVESTON"	0.325252088	$ 11,132.38	$ 4,494.10
to "CITY OF SANTA FE"	0.320062231	$ 10,954.75	$ 4,422.38
to "SANTA FE INDEPENDENT SCHOOL DISTRICT"	0.000000000	$ 40,326.19	$ 16,279.52
to "DRAINAGE DISTRICT #1"	0.100295169	$ 3,432.80	$ 1,385.81
to "EMS DISTRICT #1"	0.088969702	$ 3,045.16	$ 1,229.32
to "COLLEGE OF THE MAINLAND"	0.165420809	$ 5,661.85	$ 3,285.67
	Subtotal	$ 74,553.13	$ 30,096.80
	Grand Total	$ 76,388.33	$ 32,000.00

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all 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.
(Language pursuant to Section 11.008 of the Texas Property Code)

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

KNOW ALL MEN BY THESE PRESENTS that the SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, CITY OF SANTA FE, GALVESTON COUNTY DRAINAGE DISTRICT NO. 1, GALVESTON COUNTY EMERGENCY SERVICES DISTRICT #1 and COLLEGE OF THE MAINLAND, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of THIRTY-TWO THOUSAND DOLLARS AND 00/100 ($32,000.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by GALVESTON COUNTY DRAINAGE DISTRICT NUMBER ONE ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, CITY OF SANTA FE, GALVESTON COUNTY DRAINAGE DISTRICT NO. 1, GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 1 and COLLEGE OF THE MAINLAND, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 09TX0694, styled Galveston County, et al vs. Breitschopf, Ann Lee said property being described as:

PART OF LOT TWO HUNDRED TWENTY-FOUR (224-2) THAMANS 2ND SUBDIVISION, GALVESTON COUNTY, TEXAS, SAID PROPERTY DESCRIBED MORE PARTICULARLY IN THE INSTRUMENT RECORDED IN VOLUME 2985, PAGE 58, IN THE OFFICIAL DEED RECORDS OF GALVESTON COUNTY, TEXAS. (ACCOUNT NUMBER 7056-0000-0224-002)

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

GRANTOR conveys the property:

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

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

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

(d). subject to rights of parties in possession

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

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

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

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

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

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

By acceptance of this deed, GRANTEE acknowledges and agrees:

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

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

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

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

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

GRANTEE or anyone claiming by, through or under GRANTEE, hereby fully releases GRANTOR, its employees, officers, directors, representatives, attorneys and agents from any and all claims that it may now have or hereafter acquire against GRANTOR, its respective employees, officers, directors, representatives, attorneys and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to the conveyance of the premises herein as well as any construction defects, errors, omissions, or other conditions affecting the property and other items conveyed hereunder. GRANTEE further acknowledges and agrees that this release shall be given full

force and effect according to each of its express terms and provisions, including, but not limited to, those relating to unknown and suspected claims, damages and causes of action. This covenant releasing GRANTOR shall be a covenant running with the property and shall be binding upon GRANTEE, **his** heirs, successors, beneficiaries and assigns. GRANTOR hereby assigns without recourse or representation of any nature to GRANTEE, effective upon the execution and delivery hereof, any and all claims that GRANTOR may have for any such errors, omissions or defects in the property and other items conveyed hereunder. As a material covenant and condition of this conveyance, GRANTEE agrees that in the event of any such construction defects, errors, omissions or on account of any other conditions affecting the property, GRANTEE shall look solely to GRANTOR'S predecessors or to such contractors and consultants as may have contracted for work in connection with the property and other items conveyed hereunder for any redress or relief. Upon the assignment by GRANTOR of its claims, GRANTEE releases GRANTOR of all right, express or implied, GRANTEE may have against GRANTOR arising out of or resulting from any errors, omissions or defects in the property and other items conveyed hereunder. GRANTEE further understands that some of GRANTOR'S predecessors in interest may be or become insolvent, bankrupt, judgment-proof or otherwise incapable of responding in damages and GRANTEE may have no remedy against such predecessors, contractors or consultants.

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

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said GALVESTON COUNTY DRAINAGE DISTRICT NUMBER ONE, **his** successors, beneficiaries, heirs and assigns forever, so that neither the SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY EDUCATION DISTRICT, GALVESTON COUNTY, GALVESTON COUNTY ROAD & FLOOD, CITY OF SANTA FE, GALVESTON COUNTY DRAINAGE DISTRICT NO. 1, GALVESTON COUNTY EMERGENCY SERVICES DISTRICT #1 and COLLEGE OF THE MAINLAND, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

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

Executed this _____day of _____, 2013.

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be executed their _____ day of _____, 2013.

SANTA FE INDEPENDENT SCHOOL DISTRICT FOR ITSELF AND AS TRUSTEE FOR THE USE AND BENEFIT OF THE GALVESTON COUNTY EDUCATION DISTRICT

_____
JOHN ROTHERMEL
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, JOHN ROTHERMEL, President, Board of Trustees, Santa Fe Independent School District for itself and as trustee for the use and benefit of the Galveston County Education District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____, 2013.

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

SEAL

GALVESTON COUNTY FOR ITSELF AND AS
TRUSTEE FOR THE USE AND BENEFIT OF THE
GALVESTON COUNTY ROAD AND FLOOD

_____
MARK HENRY
COUNTY JUDGE

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2013.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

CITY OF SANTA FE

_____
RALPH STENZEL
MAYOR

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared RALPH STENZEL, Mayor, City of Santa Fe, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2013.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

COLLEGE OF THE MAINLAND

_____

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2013.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

GALVESTON COUNTY EMERGENCY SERVICES
DISTRICT NO. 1

_____

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, Galveston County Emergency Services District No. 1, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2013.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

GALVESTON COUNTY DRAINAGE DISTRICT NO. 1

_____

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

BEFORE ME, the undersigned authority, on this day personally appeared _____, _____, Galveston County Drainage District No. 1, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2013.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

Grantee: GALVESTON COUNTY DRAINAGE DISTRICT NUMBER ONE
P.O. BOX 591
SANTE FE, TX 77517-0591

AFTER RECORDING, RETURN TO:
Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008

AGENDA ITEM #30.b.

LINEBARGER GOGGAN BLAIR & SAMPSON, LLP
ATTORNEYS AT LAW
OFFICE ADDRESS: 518 – 9TH AVENUE NORTH, TEXAS CITY, TX 77590-6317
MAILING ADDRESS: P. O. DRAWER 2789, TEXAS CITY, TEXAS 77590-2789
409/948-3401
FAX 409/945-9814

Brent Richbook, Partner

Mark E. Ciavaglia, Managing Partner
Mark.Ciavaglia@publicans.com

January 31, 2014

RECEIVED
FEB 05 2014
GALVESTON COUNTY JUDGE

Ms. Dianna Martinez
Commissioner's Court
Galveston County Courthouse
722 Moody
Galveston, TX 77550

RE: **Bids on Tax Foreclosed Resale Property**
Have Not Been Approved By Commissioner's Court
Grantee: Rose Kosmetatos

Dear Ms. Martinez,

Perdue Brandon Fielder Collins & Mott, LP has received offer on the tax foreclosed property listed below on which Santa Fe ISD is the Trustee. Please schedule this for review by the Commissioner's Court. Attached for the Commissioner's reference are copies of the Bid Analysis, Proceeds Distribution Sheet, the Bid Sheet, CAD Detail Sheet and maps and the prepared Resale Deed. This bid has already been approved by the Santa Fe ISD School Board.

Cause #	CAD #	Bid Amount
011TX0053	0632-0004-0000-000	$ 65,000.00

If the sale is approved, please have Judge Mark Henry sign the enclosed Resale Deed and return them to Perdue Brandon Fielder Collins & Mott, LLP at the address shown on Page 7 of the Resale Deed.

If you have any questions, please give me a call.

Best regards,

Judy A. Fuller
Executive Administrative Assistant to
Mark E. Ciavaglia

JF: encls.

BID ANALYSIS

Cause #: 11TX0053
Bid Amount: $65,000.00
Bidders Name: Rose Kosmetatos
Strike Off Date: 12-5-2013

Acct. #: 0632-0004-0000-000
Property Value: $69,750
Minimum Bid at first sale: $69,750 (value)

JUDGMENT INFORMATION

Tax Entity	Tax Years	Amount Due
Santa Fe ISD, Galveston County Education District	1991-2012	$33,732.40
Galveston County, Road & Flood, City of Santa Fe, College of the Mainland, City of Hitchcock	1990-2012	$33,100.45

Total: $66,832.85

COSTS

Publication Fee: (Payable to Galveston County Sheriff's Department)	$675.00
Court Costs: (Payable to Galveston County District Clerk)	$844.00
Ad Litem Fees: (Payable to Michael Guarino, Attorney at Law)	$500.00
Research Fee: (Payable to PBFCM)	$250.00
Filing Fees-Sheriff Deed Fee: (Payable to PBFCM)	$25.00
Filing Fees- Resale Deed Fee: (Payable to Galveston County Clerk)	$45.00

Total: $2,339.00

POST JUDGMENT TAXES

Entity	Tax Year	Amount due: Dec 2013 P/I
Santa Fe ISD	2013	$1,010.68
Galveston County, et al	2013	$853.88

Total: $1,864.56

PROPOSED DISTRIBUTION

Bid Amount: $65,000.00
Net to Distribute: $62,661.00

Costs: $2,339.00
Post Judgment: $1,864.56*

Disburse checks as follows:

Santa Fe ISD (inc. CED)	50.47%	$31,626.75	Pro-rated amount for judgment years 1991-2012
Galveston County	49.53%	$31,034.25	Pro-rated amount for judgment years 1990-2012
PBFCM		$2,339.00	Costs due under law suit/ tax sale/ resale

**Purchaser will be billed for post judgment taxes once resale deed has been recorded.*

RESALE OF PROPERTY

PROCEEDS DISTRIBUTION FORM

Cause Number **11TX0053** on the docket of the **405th** District Court
Santa Fe Independent School District, et al. vs. Miller, Bertha, et al.

Property Account Number: **0632-0004-0000-000**

Legal Description: **An approximately 9.964 acre tract of land, sometimes referred to as being in Abstract 680, sometimes referred to as being in Abstract 632, being the 15.94 acres of land, more or less, described in that certain patent dated November 15, 1961, from the State of Texas to E.Q. Rogers, recorded in Volume 1465, Page 628, Deed Records, Galveston County, Texas, Save and Except the portion thereof which lies north of the south line of FM 2004. (Account 0632-0004-0000-000)**

Property Sold at Sheriff's Sale Conducted on September 3, 2013 for **$69,750.00**

Property Re-Sold to **Rose Kosmetatos of 1130 C.R. 136-A, Alvin, TX 77511** for **$65,000.00**

Proceeds Distribution

Payment of Costs Pursuant to Texas Property Tax Code §34.02	Original Amt Due At Sale	Actual Disbursement
(1) Advertising:		
to "Galveston County Sheriff's Dept." (publication costs)	$ 675.00	$ 675.00
(2) Reimbursement - Costs, Fees		
to "Galveston County Clerk" (recording fee #2012022018)	$ -	$ 70.00
(3) Attorney Ad Litem Fees		
to "Michael Guarino"	$ 500.00	$ 500.00
(4) Court Costs		
to "Galveston County District Clerk"	$ 844.00	$ 844.00
(5) Title Search Fees		
to "Purdue Brandon, et al."	$ 250.00	$ 250.00
	$ 2,269.00	$ 2,339.00

Taxing Entity Distribution	Proportionate Share	Taxes Due at Original Sale	Resale Share/(Loss)
to "COUNTY OF GALVESTON"	0.439354717	$ 14,542.84	$ 13,635.04
to "CITY OF HITCHCOCK"	0.395002684	$ 13,074.44	$ 12,258.61
to "SANTA FE INDEPENDENT SCHOOL DISTRICT"	0.504700000	$ 33,732.40	$ 31,626.75
to "COLLEGE OF THE MAINLAND"	0.165642599	$ 5,482.84	$ 5,140.60
	Subtotal	$ 66,832.52	$ 62,661.00
	Grand Total	$ 69,101.52	$ 65,000.00

SANTA FE INDEPENDENT SCHOOL DISTRICT

OFFICIAL BID FORM

Please enter the amount you wish to bid. The Santa Fe Independent School District Reserves the right to accept or reject any or all bids. No title insurance or survey will be provided. Property is being sold "as is" "where is" and "without warranty." Santa Fe Independent School District does not guarantee that a title company will issue title insurance on any tax resale properties.

ACCOUNT NUMBER/CAUSE NUMBER	TOTAL AMOUNT OF BID
0632-0004-0000-000	$45,000 00/xx

By my signature below, I certify that I understand the conditions and limitations of this sale, as well as the restrictions on the use of the property as set forth in the Texas Property Tax Code. I further understand that the "minimum bid" amount on the Santa Fe Independent School District resale list may not include other taxes due which are not included in the judgment and that I will be responsible for those taxes if I am the successful bidder. I agree to indemnify the Santa Fe Independent School District and its agent from any action or damages arising from the purchase of this property and agree to submit any dispute to the American Arbitration Association for resolution.

Rose Kosmetatos
Bidder's Name (Please Print or Type

Bidder's Signature

Alvin, Texas 77511 (1130 C.R. 136-A, Alvin, TX 77511)
Bidder's Address (City, State, Zip Code)

(713) 294-3365
Bidder's Telephone

9/6/2013
Date

Additional Information may be attached to this to explain your bid. Payment in full must be made within thirty (30) days of final award of bid, or bidder will forfeit bid.

Galveston Central Appraisal District

9850 Emmett F. Lowry Expressway, Ste. A, Texas City, TX 77591, (866) 277
Data on this Web site represents Certified 2013 Information as of July 19th 201

Home
General Information
News
FAQ
Searches
- Property ID Search
- Account Search
- Owner Search
- Address Search

Property Data
- Detail Sheet
- History
- Datasheet

Other
- Taxing Units
- Neighborhoods
- Abstracts
- Subdivisions
- ARB Rules
- ONLINE Protest Info
- Online Protest Login
- Tax Code
- Calendar
- Property Codes
- County Tax Rates
- PROTEST VIDEO
- Legislative Updates
- Forms
- GIS Maps
- GIS Map Viewer
- GIS Shape Files
- PDF Map Index
- NBHD Map Index
- County Tax Office
- NEW OGI Maps

Property Detail Sheet (R301758)

History Plat Map GIS Map Datasheet Protest

Owner Information

Owner ID:	O100003
Owner Name:	UNKNOWN
Owner Address:	
Property Address:	

Parcel Information

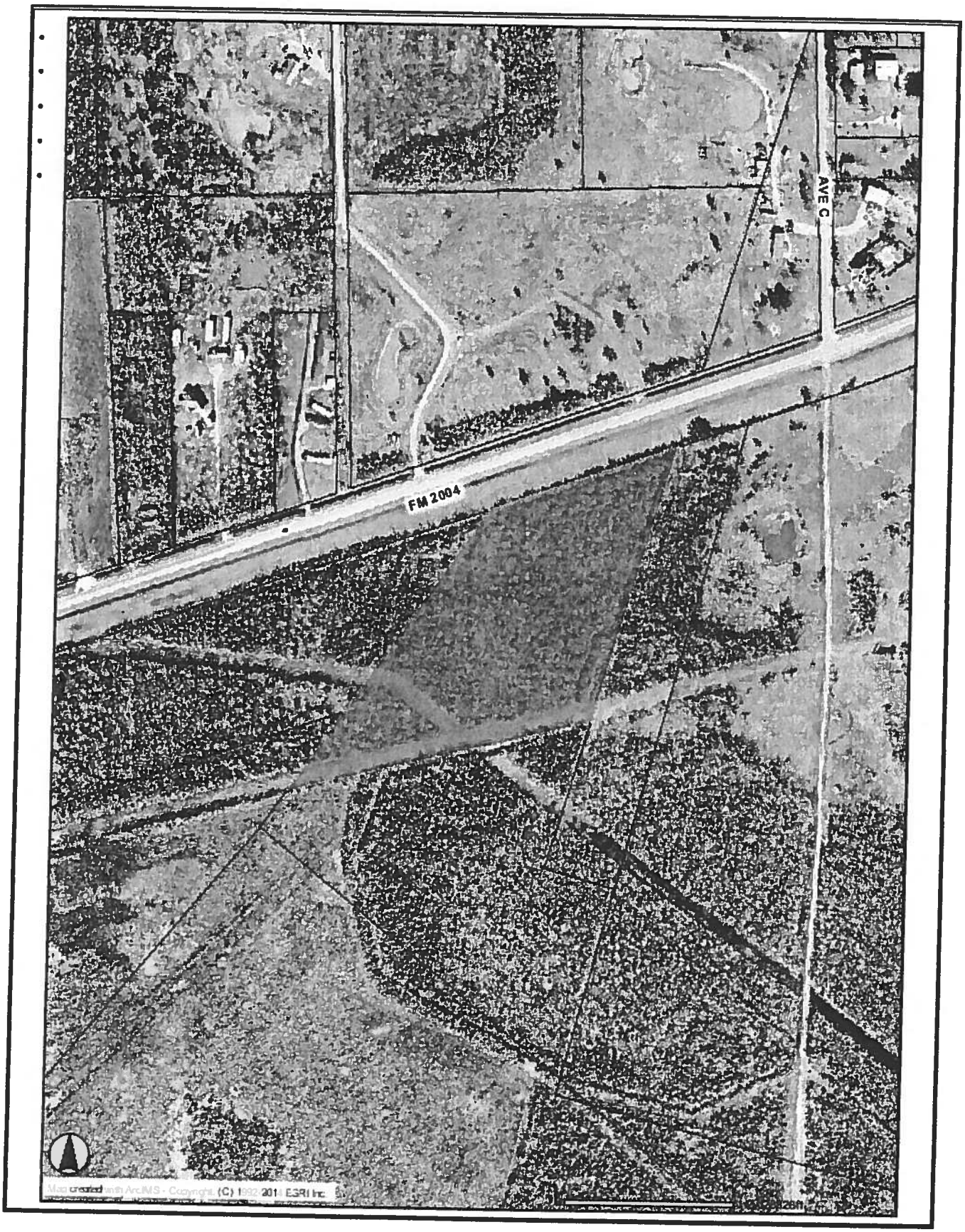
Legal Description:	ABST 632 PAGE 27 TEXAS TRUNK RR SUR TR 4 9.964 ACRS
Neighborhood:	3980(3980 - Highland Farms)
Acreage:	9.964
Cross Reference:	0632-0004-0000-000
Undivided Interest:	100%
Exemption Codes:	
Entity Codes:	GGA (Galveston County) J05 (Mainland College) S17 (Santa Fe Isd) RFL (Co Road & Flood) C33 (Hitchcock City)
Deed Type:	Conversion
Deed Book:	
Deed Page:	
Map Page:	327-D
Links:	

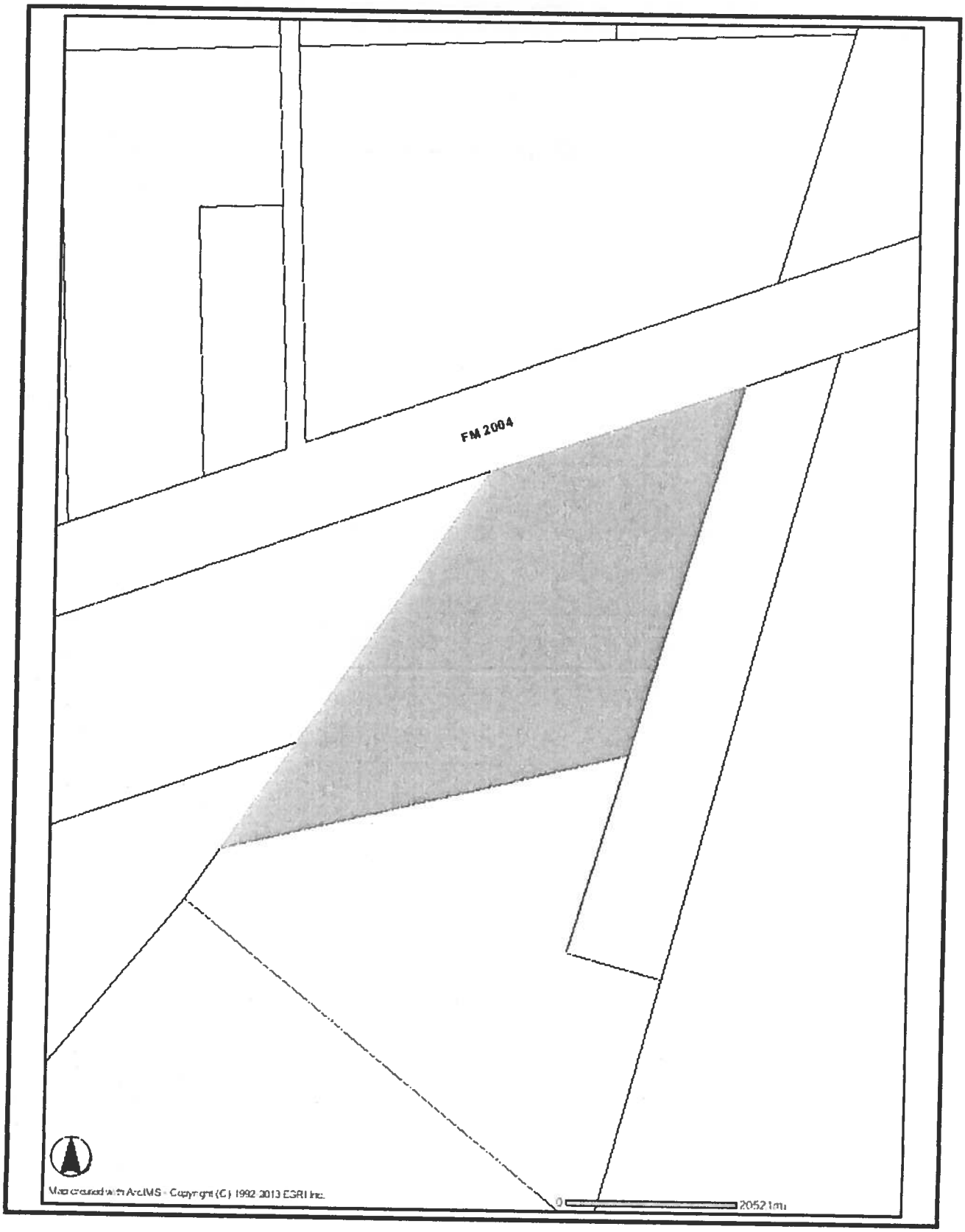
Values Breakdown	2013 Value
Land HS:	$0 +
Land NHS:	$69,750 +
Improvement HS:	$0 +
Improvement NHS:	$0 +
Ag Market:	$0
Ag Use:	$0 +
Timber Market:	$0
Timber Use:	$0 +
Assessed:	$69,750 =

Land

ID	Type	SPTB	Acres	Market
Land1	RF (Road Frontage)	D5 (Non-qualified Ag Land)	9.964	$ 69,750

Get Adobe Reader A recent version of Adobe Acrobat Reader is required to view PDF documents. Acrobat Reader is a free program available here.


FM 2004
AVE C
Map created with ArcIMS - Copyright (C) 1992-2011 ESRI Inc.


FM 2004
Map created with ArcIMS - Copyright (C) 1992-2013 ESRI Inc.
0
2052 1mi

Notice of confidentiality rights: If you are a natural person, you may remove or strike any or all 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.
(Language pursuant to Section 11.008 of the Texas Property Code)

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

KNOW ALL MEN BY THESE PRESENTS that the SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY, GALVESTON COUNTY ROAD AND FLOOD, COLLEGE OF THE MAINLAND, and CITY OF HITCHCOCK, acting by and through its duly elected official ("GRANTOR") as authorized by Section 34.05, Texas Property Tax Code, for and in consideration of the sum of SIXTY-FIVE THOUSAND DOLLARS AND 00/100 ($65,000.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, in hand paid by ROSE KOSMETATOS ("GRANTEE") the receipt of which is hereby acknowledged and confessed, has granted and conveyed and by these presents do grant and convey unto said grantee all right, title and interest of SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY, GALVESTON COUNTY ROAD AND FLOOD, COLLEGE OF THE MAINLAND, and CITY OF HITCHCOCK, in the property herein conveyed, acquired by tax foreclosure sale heretofore held, in Cause No. 11TX0053, styled Santa Fe ISD vs. Miller, Bertha, et al said property being described as:

AN APPROXIMATELY 9.964 ACRE TRACT OF LAND, SOMETIMES REFERRED TO AS BEING IN ABSTRACT 680, SOMETIMES REFERRED TO AS BEING IN ABSTRACT 632, BEING THE 15.94 ACRES OF LAND, MORE OR LESS, DESCRIBED IN THAT CERTAIN PATENT DATED NOVEMBER 15, 1961, FROM THE STATE OF TEXAS TO E.Q. ROGERS, RECORDED IN VOLUME 1465, PAGE 628, DEED RECORDS, GALVESTON COUNTY, TEXAS, SAVE AND EXCEPT THE PORTION THEREOF WHICH LIES NORTH OF THE SOUTH LINE OF FM 2004. (ACCOUNT 0632-0004-0000-000)

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

GRANTOR conveys the property:

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

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

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

(d). subject to rights of parties in possession

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

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

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

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

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

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

By acceptance of this deed, GRANTEE acknowledges and agrees:

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

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

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

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

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

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

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

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

TO HAVE AND TO HOLD said premises, together with all and singular the rights, privileges and appurtenances thereto in any manner belonging unto the said ROSE KOSMETATOS, **her** successors, beneficiaries, heirs and assigns forever, so that neither the SANTA FE INDEPENDENT SCHOOL DISTRICT for itself and the use and benefit of the GALVESTON COUNTY, GALVESTON COUNTY ROAD AND FLOOD, COLLEGE OF THE MAINLAND, and CITY OF HITCHCOCK, nor any person claiming under it shall at any time hereafter have, claim or demand any right or title to the aforesaid premises or appurtenances, or any part thereof.

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

Executed this _____day of _____, 2014.

IN TESTIMONY WHEREOF, the taxing authorities herein have caused these presents to be executed their _____ day of _____, 2014.

SANTA FE INDEPENDENT SCHOOL DISTRICT FOR ITSELF AND AS TRUSTEE FOR THE USE AND BENEFIT OF THE GALVESTON COUNTY EDUCATION DISTRICT

_____
JOHN ROTHERMEL
PRESIDENT, BOARD OF TRUSTEES

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

ACKNOWLEDGMENT

BEFORE ME, the undersigned authority, on this day personally appeared, JOHN ROTHERMEL, President, Board of Trustees, Santa Fe Independent School District for itself and as trustee for the use and benefit of the Galveston County Education District, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that s/he executed same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of _____, 2014.

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

SEAL

GALVESTON COUNTY FOR ITSELF AND AS
TRUSTEE FOR THE USE AND BENEFIT OF THE
GALVESTON COUNTY ROAD AND FLOOD

_____
MARK HENRY
COUNTY JUDGE

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2014.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

CITY OF HITCHCOCK

_____

MAYOR

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2014.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

COLLEGE OF THE MAINLAND

_____

THE STATE OF TEXAS §
§
COUNTY OF GALVESTON §

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____day of

_____ 2014.

_____
NOTARY PUBLIC, in and for the
STATE OF TEXAS

My Commission Expires: _____

Grantee: ROSE KOSMETATOS
1130 CR 136-A
ALVIN, TEXAS 77511

AFTER RECORDING, RETURN TO:
Perdue, Brandon, Fielder, Collins & Mott, L.L.P.
1235 North Loop West, Suite 600
Houston, Texas 77008

AGENDA ITEM #31.a.

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

January 17, 2014

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

RE: Request for Waiver or Refund of Penalty and Interest Due to Clerical Errors as Recommended by Penalty & Interest Review Committee

Dear Judge Henry:

The Penalty & Interest Review Committee met January 8, 2014, and, based on a review of all available information, request approval of waivers or refunds listed below due to clerical errors on the part of the Tax Office or Appraisal District as provided by Section 33.011 of the Texas Property Tax Code. Signed copies of the Committee Findings and Recommendation are included for your convenience.

Account Number	Property Owner	Tax Year	Amount of Waiver or Refund
3568-0000-0013-001	Tidwell, Suzanne	2012	$139.74
5568-0002-1406-000	Wallace, Marsha	2012	$6,035.16
3370-0006-0012-000	Hanco, Reynaldo	2011	$80.41

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Enclosures

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): SUZANNE TIDWELL

Account #(s): 3568-0000-0013-001

Date Considered: 1-8-14

Recommendation: [✓] Grant Waiver [ ] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Clerical error on part of CAD.

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County

Account # 3568-0000-0013-001
Homestead _____ O65/DP/DV _____

Cheryl E. Johnson, RTA
Tax Assessor Collector
Galveston County Courthouse
722 Moody Avenue
Galveston, Texas 77550
(409) 766-2284
Toll Free (877) 766-2284
Fax (409) 766-2479

Sheryl R. Swift, RTA
Chief Deputy, Business Services
(409) 766-2474

Rachael L. Crider, RPA
Chief Deputy, Property Tax
(409) 766-2476

Kimberly Hall
Chief Deputy, Operations
(409) 766-2487

Departments:

Property Tax Department
(409) 766-2481

Voter Registration Department
(409) 766-2280
Toll Free (888) 976-2280

Branch Office Locations:

Galveston Courthouse
722 Moody
Galveston, Texas 77550

North County Annex
174 Calder Road
League City, Texas 77573

Texas City Annex
2516 Texas Avenue
Texas City, Texas 77590

West County Annex
11730 Highway 6
Santa Fe, Texas 77510

MEMORANDUM OF FINDINGS

Attached please find a properly completed request for waiver or refund of penalty and interest. A review of the information provided and examination of the property tax records indicates that the section of the Texas Property Tax Code applicable to the request is as follows:

☐ There are no provisions in the Tax Code to address this issue.

☐ This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Appraisal District.

☐ Section 1.08 Postmark indicates date that is not timely.
☐ Late 1/4 ☐ Late 1/2 ☐ Late Opt Out Entity

☐ Section 31.01(g) Failure to send or receive does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax.

☐ Section 31.031 At least one-fourth of installment payment was not received by a required date and/or penalty and interest permitted to allow installment under (a-2) was not remitted timely.

☐ Section 31.06 Remittance was not paid or honored.

☐ Requestor failed to respond to requests. Recommend denial.

☑ Other: Clerical error of GCAD.

Further, the following dates represent those found in the records of our office:

Date property owner knew or should have known of delinquency: once update with GCAD

Document/event that provided notice of delinquency: letter from GCAD

Respectfully submitted,

Erma Evans

Erma Evans, RTC
Senior Property Tax Specialist

Attachments

GALVESTON CENTRAL APPRAISAL DISTRICT

Ken Wright, Chief Appraiser

9850 Emmett F Lowry Expressway Ste. A Texas City, Texas 77591
Telephone: (409) 935-1980 or toll free (866) 277-4725
Fax: (409) 935-4319

December 9, 2013

Galveston County Tax Office
P.O. Box 1169
Galveston, Texas 77553-1169

Santa Fe I.S.D. Tax Office
P.O. Box 699
Santa Fe, Texas 77510

Re: Tax Account(s) 3568-0000-0013-001 / R523646

Dear Assessor/Collector:

The Galveston Central Appraisal District is issuing a change authorization and/or a supplemental roll correction on the above-referenced property record(s). Delinquent taxes, penalties and interest may have resulted from this correction or clerical error. The selected item below describes the nature of the circumstances regarding this matter.

- ☑ Late ownership update
- ☐ Incorrect ownership/mailing address listing
- ☐ Parcel maintenance related error

Comments:

Ownership was not updated on the above-referenced undivided interest account for 2012.

Please do not hesitate to contact me if you should have any questions.

Sincerely,

David Arnold
Director – G.I.S./Mapping

AGENDA ITEM #31.b.

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

January 17, 2014

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

RE: Request for Waiver or Refund of Penalty and Interest Due to Clerical Errors as Recommended by Penalty & Interest Review Committee

Dear Judge Henry:

The Penalty & Interest Review Committee met January 8, 2014, and, based on a review of all available information, request approval of waivers or refunds listed below due to clerical errors on the part of the Tax Office or Appraisal District as provided by Section 33.011 of the Texas Property Tax Code. Signed copies of the Committee Findings and Recommendation are included for your convenience.

Account Number	Property Owner	Tax Year	Amount of Waiver or Refund
3568-0000-0013-001	Tidwell, Suzanne	2012	$139.74
5568-0002-1406-000	Wallace, Marsha	2012	$6,035.16
3370-0006-0012-000	Hanco, Reynaldo	2011	$80.41

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Enclosures

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Wallace, Marsha

Account #(s): 5568-0002-1406-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

No provision. Property owner indicated incorrect unit number on remittance. Multiple notices sent including additional time to pay.

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County

Account # 5568-0002-1406-000

Cheryl E. Johnson, RTA
Tax Assessor Collector
Galveston County Courthouse
722 Moody Avenue
Galveston, Texas 77550
(409) 766-2284
Toll Free (877) 766-2284
Fax (409) 766-2479

Sheryl R. Swift, RTA
Chief Deputy, Business Services
(409) 766-2471

Rachael E. Crider, RPA
Chief Deputy, Property Tax
(409) 766-2476

Kimberly Hall
Chief Deputy, Operations
(409) 766-2487

Departments:

Property Tax Department
(409) 766-2481

Voter Registration Department
(409) 766-2280
Toll Free (888) 976-2280

Branch Office Locations:

Galveston Courthouse
722 Moody
Galveston, Texas 77550

North County Annex
174 Calder Road
League City, Texas 77573

Texas City Annex
2516 Texas Avenue
Texas City, Texas 77590

West County Annex
11730 Highway 6
Santa Fe, Texas 77510

MEMORANDUM OF FINDINGS

Attached please find a properly completed request for waiver or refund of penalty and interest. A review of the information provided and examination of the property tax records indicates that the section of the Texas Property Tax Code applicable to the request is as follows:

- [x] There are no provisions in the Tax Code to address this issue.
- [ ] This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Appraisal District.
- [ ] Section 1.08 Postmark indicates date that is not timely.
  - [ ] Late 1/4 [ ] Late 1/2 [ ] Late Opt Out Entity
- [ ] Section 31.01(g) Failure to send or receive does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax.
- [ ] Section 31.031 At least one-fourth of installment payment was not received by a required date and/or penalty and interest permitted to allow installment under (a-2) was not remitted timely.
- [ ] Section 31.06 Remittance was not paid or honored.
- [ ] Other: _____

Further, the following dates represent those found in the records of our office:

Date property owner knew or should have known of delinquency: (1) 03/11/2013 (2) 5/21/13

Document/event that provided notice of delinquency: (1) 2012 delinquent notices (2) FEB 2013 NAD 21 days to pay

Respectfully submitted,

Erma Evans 10/23/13

Erma Evans, RTC
Senior Property Tax Specialist

Attachments

AGENDA ITEM #31.c.

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

January 17, 2014

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

RE: Request for Waiver or Refund of Penalty and Interest Due to Clerical Errors as Recommended by Penalty & Interest Review Committee

Dear Judge Henry:

The Penalty & Interest Review Committee met January 8, 2014, and, based on a review of all available information, request approval of waivers or refunds listed below due to clerical errors on the part of the Tax Office or Appraisal District as provided by Section 33.011 of the Texas Property Tax Code. Signed copies of the Committee Findings and Recommendation are included for your convenience.

Account Number	Property Owner	Tax Year	Amount of Waiver or Refund
3568-0000-0013-001	Tidwell, Suzanne	2012	$139.74
5568-0002-1406-000	Wallace, Marsha	2012	$6,035.16
3370-0006-0012-000	Hanco, Reynaldo	2011	$80.41

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Enclosures

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): REYNALDO HANCO 2011

Account #(s): 3370-0006-0012-0020

Date Considered: 1-8-14

Recommendation: [✓] Grant Waiver [ ] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Customer missed opt-out entity; however due to confusion on account with other payments posted in error, GCTO compounded issues.

Approved - clerical error

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County

Account # 3770-0006-0013-000
Homestead ____ O65/DP/DV ____

Cheryl E. Johnson, RTA
Tax Assessor Collector
Galveston County Courthouse
722 Moody Avenue
Galveston, Texas 77550
(409) 766-2284
Toll Free (877) 766-2284
Fax (409) 766-2479

Sheryl R. Swift, RTA
Chief Deputy, Business Services
(409) 766-2474

Rachael F. Crider, RPA
Chief Deputy, Property Tax
(409) 766-2476

Kimberly Hall
Chief Deputy, Operations
(409) 766-2487

Departments:

Property Tax Department
(409) 766-2481

Voter Registration Department
(409) 766-2280
Toll Free (888) 976-2280

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722 Moody
Galveston, Texas 77550

North County Annex
174 Calder Road
League City, Texas 77573

Texas City Annex
2516 Texas Avenue
Texas City, Texas 77590

West County Annex
11730 Highway 6
Santa Fe, Texas 77510

MEMORANDUM OF FINDINGS

Attached please find a properly completed request for waiver or refund of penalty and interest. A review of the information provided and examination of the property tax records indicates that the section of the Texas Property Tax Code applicable to the request is as follows:

☐ There are no provisions in the Tax Code to address this issue.

☐ This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Appraisal District.

☐ Section 1.08 Postmark indicates date that is not timely.
☐ Late 1/4 ☐ Late 1/2 ☐ Late Opt Out Entity

☐ Section 31.01(g) Failure to send or receive does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax.

☐ Section 31.031 At least one-fourth of installment payment was not received by a required date and/or penalty and interest permitted to allow installment under (a-2) was not remitted timely.

☐ Section 31.06 Remittance was not paid or honored.

☐ Requestor failed to respond to requests. Recommend denial.

☑ Other: The customer was not properly notified of the delq. once a transfer was made on the acct. Someone else payment was posted in error and he was refunded

Further, the following dates represent those found in the records of our office:

Date property owner knew or should have known of delinquency: _____

Document/event that provided notice of delinquency: _____

Respectfully submitted,

Erma Evans

Erma Evans, RTC
Senior Property Tax Specialist

Attachments

AGENDA ITEM #32.a.

Rc

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

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

February 10, 2014

Mark Henry
County Judge
722 Moody Street
Galveston, Texas 77550

Re: Tax Refunds in Excess of $2,500.00

Dear Judge Henry:

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

Account Number	Amount	Reason
8600-0681-0878-000	$ 30,092.02	Over Payment

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Refunds in Excess of $2,500.00

Account Number	Amount	Reason
8600-0681-0878-000	$ 30,092.02	Over Payment

AGENDA ITEM #32.b.

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

February 12, 2014

Mark Henry
County Judge
722 Moody Street
Galveston, Texas 77550

Re: Tax Refunds in Excess of $2,500.00

Dear Judge Henry:

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

Account Number	Amount	Reason
4481-0001-0043-000	$ 5032.40	Over Payment

Sincerely,

Sherry R. Swift
for Cheryl E. Johnson
Cheryl E. Johnson, RTA

Refunds in Excess of $2,500.00

Account Number	Amount	Reason
4481-0001-0043-000	$ 2,755.52	Over Payment

AGENDA ITEM #33.a.

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

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

December 9, 2013

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

RE: Request for Reconsideration of Denial of Requests for Waiver or Refund of Penalty and Interest as Recommended by Penalty & Interest Review Committee - Postmarks

Dear Judge Henry:

The Penalty & Interest Review Committee met November 13, 2013 and, based on a review of all available information, denied the following requests for waiver or refund of penalty and interest. Inasmuch as each pertain to late postmarks (February 1), we are submitting them together for your consideration. Those included have responded within the 21 days required for reconsideration by Commissioners. The property owner requests, the Committee Findings and Recommendation and my letter of notification to these property owners are included for your convenience.

Account Number	Property Owner	Tax Year	Amount of Waiver or Refund
R394925	Lawrence, Paul D	2012	$238.44
R306209	Bohn, Robert & Carolyn	2012	$441.97
R132958	Bohn, Robert & Carolyn	2012	$563.90
P504509	Lyle, Michelle	2012	$35.24
R133377	Lyle, Brent & Michelle	2012	$593.75
R408343	Lyle, Brent & Michelle	2012	$33.58

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Paul Lawrence
212 Pebble Canyon Lane
Dickinson TX 77539-6372
713-482-8771
FlankerN7@aol.com

December 3, 2013

Cheryl E Johnson
Galveston County Tax Assessor Collector
722 Moody
Galveston TX 77550-2317

CERTIFIED MAIL 7012 3050 0000 1474 1852

Dear Ms Johnson,

My name is Paul Lawrence (1380002000500O/R394925). I am writing you in response to your letter dated November 18, 2013.

Please let this letter stand as my answer of yes to schedule a meeting with the Commissioners to discuss the penalty I was charged this year. I have paid the balance due and a processing fee.

Please start the process for this procedure.

To make sure this letter reaches you in time, I am faxing, mailing (Return Receipt) and emailing this letter to you. At least one copy should reach you in time and be attached to my file.

Thank you for your time.

Sincerely,

Paul Lawrence

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Mr. Paul Lawrence
212 Pebble Canyon Lane
Dickinson, Texas 77539

Re: Request for Waiver or Refund of Penalty and Interest Account #1382-0002-0005-000

Dear Mr. Lawrence:

You submitted a request for waiver or refund of penalty and interest based on a late postmark. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised.

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date.

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lawrence, Paul

Account #(s): 1382-0002-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Boyd rule. – timeliness –
postmark 2/1/13

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Court House
722 Moody Avenue
Galveston, Texas 77550

Re: Account # 4766-0000-0005-000
Account # 7137-0000-0062-001

Ms. Johnson,

We have received your letter denying our request to waive the penalties and interests on our properties due to late postmarks. We would like to request to have the County Commissioners Court reconsider our request. Please advise us the date for us to appear on this matter.

Sincerely,

Carolyn Bohn

Carolyn Bohn

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Robert & Carolyn Bohn
718 Buttonwood
Texas City, Texas 77591

Home made

Re: Request for Waiver or Refund of Penalty and Interest
Account #7137-0000-0062-001& 4766-0000-0005-000

Dear Mr. & Mrs. Bohn:

You submitted requests for waiver or refund of penalty and interest based on late postmarks. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised. !!

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date. Dec 5th

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481. Please note, I have included Mr. and Mrs. Lyle on this letter inasmuch as your requests were sent together.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

cc: Michelle & Brent Lyle

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bohn, Robert & Carolyn w/Lyle R 306209

Account #(s): 7137-0000-0062-001

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Based on postmark; however notify owners that based on Boyd may want to appeal/appeal in CC.

POSTMARK 2/1

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bohn, Robert & Carolyn w/Lyle

R132958

Account #(s): 4766-0000-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Clavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Court House
722 Moody Avenue
Galveston, Texas 77550

Re: Account #8600-0587-0199-000
Account # 5242-0000-0026-003
Account # 5242-0000-0024-001

Ms. Johnson,

We have received your letter denying our request to waive the penalties and interests on our properties due to late postmarks. We would like to request to have the County Commissioners Court reconsider our request. Please advise us the date for us to appear on this matter.

Sincerely,

Michelle Lyle

Michelle Lyle

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl E Johnson@co galveston tx.us

November 18, 2013

Michelle & Brent Lyle
8901 Monticello
Texas City, Texas 77591

Re: Request for Waiver or Refund of Penalty and Interest
Account #8600-0587-0199-000 #5242-0000-0026-003
#5242-0000-0024-001

Dear Mr. & Mrs. Lyle:

You submitted requests for waiver or refund of penalty and interest based on late postmarks. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised.

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date.

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481. Please note, I have included Mr. and Mrs. Bohn on this letter inasmuch as your requests were sent together.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

✓ cc: Robert & Carolyn Bohn

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

P504509

Owner Name(s): Lyle, Michelle w/ Bohn

Account #(s): 8600-0587-0199-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Cavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co galveston tx us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lyle, Brent & Michelle w/Bohn

Account #(s): 5242-0000-0024-001

R133377

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lyle, Michelle & Brent

Account #(s): 5242-0000-0026-003

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [X] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Cavaglia

AGENDA ITEM #33.b.

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

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

December 9, 2013

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

RE: Request for Reconsideration of Denial of Requests for Waiver or Refund of Penalty and Interest as Recommended by Penalty & Interest Review Committee - Postmarks

Dear Judge Henry:

The Penalty & Interest Review Committee met November 13, 2013 and, based on a review of all available information, denied the following requests for waiver or refund of penalty and interest. Inasmuch as each pertain to late postmarks (February 1), we are submitting them together for your consideration. Those included have responded within the 21 days required for reconsideration by Commissioners. The property owner requests, the Committee Findings and Recommendation and my letter of notification to these property owners are included for your convenience.

Account Number	Property Owner	Tax Year	Amount of Waiver or Refund
R394925	Lawrence, Paul D	2012	$238.44
R306209	Bohn, Robert & Carolyn	2012	$441.97
R132958	Bohn, Robert & Carolyn	2012	$563.90
P504509	Lyle, Michelle	2012	$35.24
R133377	Lyle, Brent & Michelle	2012	$593.75
R408343	Lyle, Brent & Michelle	2012	$33.58

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Paul Lawrence
212 Pebble Canyon Lane
Dickinson TX 77539-6372
713-482-8771
FlankerN7@aol.com

December 3, 2013

Cheryl E Johnson
Galveston County Tax Assessor Collector
722 Moody
Galveston TX 77550-2317

CERTIFIED MAIL 7012 3050 0000 1474 1852

Dear Ms Johnson,

My name is Paul Lawrence (1380002000500O/R394925). I am writing you in response to your letter dated November 18, 2013.

Please let this letter stand as my answer of yes to schedule a meeting with the Commissioners to discuss the penalty I was charged this year. I have paid the balance due and a processing fee.

Please start the process for this procedure.

To make sure this letter reaches you in time, I am faxing, mailing (Return Receipt) and emailing this letter to you. At least one copy should reach you in time and be attached to my file.

Thank you for your time.

Sincerely,

Paul Lawrence

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Mr. Paul Lawrence
212 Pebble Canyon Lane
Dickinson, Texas 77539

Re: Request for Waiver or Refund of Penalty and Interest Account #1382-0002-0005-000

Dear Mr. Lawrence:

You submitted a request for waiver or refund of penalty and interest based on a late postmark. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised.

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date.

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lawrence, Paul

Account #(s): 1382-0002-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Boyd rule. – timeliness –
postmark 2/1/13

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Court House
722 Moody Avenue
Galveston, Texas 77550

Re: Account # 4766-0000-0005-000
Account # 7137-0000-0062-001

Ms. Johnson,

We have received your letter denying our request to waive the penalties and interests on our properties due to late postmarks. We would like to request to have the County Commissioners Court reconsider our request. Please advise us the date for us to appear on this matter.

Sincerely,

Carolyn Bohn

Carolyn Bohn

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Robert & Carolyn Bohn
718 Buttonwood
Texas City, Texas 77591

Home made

Re: Request for Waiver or Refund of Penalty and Interest
Account #7137-0000-0062-001& 4766-0000-0005-000

Dear Mr. & Mrs. Bohn:

You submitted requests for waiver or refund of penalty and interest based on late postmarks. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised. !!

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date. Dec 5th

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481. Please note, I have included Mr. and Mrs. Lyle on this letter inasmuch as your requests were sent together.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

cc: Michelle & Brent Lyle

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bohn, Robert & Carolyn w/Lyle R 306209

Account #(s): 7137-0000-0062-001

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Based on postmark; however notify owners that based on Boyd may want to appeal/appeal in CC.

POSTMARK 2/1

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bohn, Robert & Carolyn w/Lyle

R132958

Account #(s): 4766-0000-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Clavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Court House
722 Moody Avenue
Galveston, Texas 77550

Re: Account #8600-0587-0199-000
Account # 5242-0000-0026-003
Account # 5242-0000-0024-001

Ms. Johnson,

We have received your letter denying our request to waive the penalties and interests on our properties due to late postmarks. We would like to request to have the County Commissioners Court reconsider our request. Please advise us the date for us to appear on this matter.

Sincerely,

Michelle Lyle

Michelle Lyle

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl E Johnson@co galveston tx.us

November 18, 2013

Michelle & Brent Lyle
8901 Monticello
Texas City, Texas 77591

Re: Request for Waiver or Refund of Penalty and Interest
Account #8600-0587-0199-000 #5242-0000-0026-003
#5242-0000-0024-001

Dear Mr. & Mrs. Lyle:

You submitted requests for waiver or refund of penalty and interest based on late postmarks. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised.

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date.

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If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481. Please note, I have included Mr. and Mrs. Bohn on this letter inasmuch as your requests were sent together.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

✓ cc: Robert & Carolyn Bohn

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

P504509

Owner Name(s): Lyle, Michelle w/ Bohn

Account #(s): 8600-0587-0199-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Cavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co galveston tx us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lyle, Brent & Michelle w/Bohn

Account #(s): 5242-0000-0024-001

R133377

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lyle, Michelle & Brent

Account #(s): 5242-0000-0026-003

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [X] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Cavaglia

AGENDA ITEM #33.c.

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

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

December 9, 2013

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

RE: Request for Reconsideration of Denial of Requests for Waiver or Refund of Penalty and Interest as Recommended by Penalty & Interest Review Committee - Postmarks

Dear Judge Henry:

The Penalty & Interest Review Committee met November 13, 2013 and, based on a review of all available information, denied the following requests for waiver or refund of penalty and interest. Inasmuch as each pertain to late postmarks (February 1), we are submitting them together for your consideration. Those included have responded within the 21 days required for reconsideration by Commissioners. The property owner requests, the Committee Findings and Recommendation and my letter of notification to these property owners are included for your convenience.

Account Number	Property Owner	Tax Year	Amount of Waiver or Refund
R394925	Lawrence, Paul D	2012	$238.44
R306209	Bohn, Robert & Carolyn	2012	$441.97
R132958	Bohn, Robert & Carolyn	2012	$563.90
P504509	Lyle, Michelle	2012	$35.24
R133377	Lyle, Brent & Michelle	2012	$593.75
R408343	Lyle, Brent & Michelle	2012	$33.58

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Paul Lawrence
212 Pebble Canyon Lane
Dickinson TX 77539-6372
713-482-8771
FlankerN7@aol.com

December 3, 2013

Cheryl E Johnson
Galveston County Tax Assessor Collector
722 Moody
Galveston TX 77550-2317

CERTIFIED MAIL 7012 3050 0000 1474 1852

Dear Ms Johnson,

My name is Paul Lawrence (1380002000500O/R394925). I am writing you in response to your letter dated November 18, 2013.

Please let this letter stand as my answer of yes to schedule a meeting with the Commissioners to discuss the penalty I was charged this year. I have paid the balance due and a processing fee.

Please start the process for this procedure.

To make sure this letter reaches you in time, I am faxing, mailing (Return Receipt) and emailing this letter to you. At least one copy should reach you in time and be attached to my file.

Thank you for your time.

Sincerely,

Paul Lawrence

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Mr. Paul Lawrence
212 Pebble Canyon Lane
Dickinson, Texas 77539

Re: Request for Waiver or Refund of Penalty and Interest Account #1382-0002-0005-000

Dear Mr. Lawrence:

You submitted a request for waiver or refund of penalty and interest based on a late postmark. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised.

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date.

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lawrence, Paul

Account #(s): 1382-0002-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Boyd rule. – timeliness –
postmark 2/1/13

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Court House
722 Moody Avenue
Galveston, Texas 77550

Re: Account # 4766-0000-0005-000
Account # 7137-0000-0062-001

Ms. Johnson,

We have received your letter denying our request to waive the penalties and interests on our properties due to late postmarks. We would like to request to have the County Commissioners Court reconsider our request. Please advise us the date for us to appear on this matter.

Sincerely,

Carolyn Bohn

Carolyn Bohn

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Robert & Carolyn Bohn
718 Buttonwood
Texas City, Texas 77591

Home made

Re: Request for Waiver or Refund of Penalty and Interest
Account #7137-0000-0062-001& 4766-0000-0005-000

Dear Mr. & Mrs. Bohn:

You submitted requests for waiver or refund of penalty and interest based on late postmarks. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised. !!

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date. Dec 5th

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481. Please note, I have included Mr. and Mrs. Lyle on this letter inasmuch as your requests were sent together.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

cc: Michelle & Brent Lyle

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bohn, Robert & Carolyn w/Lyle R 306209

Account #(s): 7137-0000-0062-001

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Based on postmark; however notify owners that based on Boyd may want to appeal/appeal in CC.

POSTMARK 2/1

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bohn, Robert & Carolyn w/Lyle

R132958

Account #(s): 4766-0000-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Clavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Court House
722 Moody Avenue
Galveston, Texas 77550

Re: Account #8600-0587-0199-000
Account # 5242-0000-0026-003
Account # 5242-0000-0024-001

Ms. Johnson,

We have received your letter denying our request to waive the penalties and interests on our properties due to late postmarks. We would like to request to have the County Commissioners Court reconsider our request. Please advise us the date for us to appear on this matter.

Sincerely,

Michelle Lyle

Michelle Lyle

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl E Johnson@co galveston tx.us

November 18, 2013

Michelle & Brent Lyle
8901 Monticello
Texas City, Texas 77591

Re: Request for Waiver or Refund of Penalty and Interest
Account #8600-0587-0199-000 #5242-0000-0026-003
#5242-0000-0024-001

Dear Mr. & Mrs. Lyle:

You submitted requests for waiver or refund of penalty and interest based on late postmarks. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised.

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date.

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481. Please note, I have included Mr. and Mrs. Bohn on this letter inasmuch as your requests were sent together.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

✓ cc: Robert & Carolyn Bohn

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

P504509

Owner Name(s): Lyle, Michelle w/ Bohn

Account #(s): 8600-0587-0199-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Cavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co galveston tx us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lyle, Brent & Michelle w/Bohn

Account #(s): 5242-0000-0024-001

R133377

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lyle, Michelle & Brent

Account #(s): 5242-0000-0026-003

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [X] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Cavaglia

AGENDA ITEM #33.d.

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County

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

December 9, 2013

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

RE: Request for Reconsideration of Denial of Requests for Waiver or Refund of Penalty and Interest as Recommended by Penalty & Interest Review Committee - Postmarks

Dear Judge Henry:

The Penalty & Interest Review Committee met November 13, 2013 and, based on a review of all available information, denied the following requests for waiver or refund of penalty and interest. Inasmuch as each pertain to late postmarks (February 1), we are submitting them together for your consideration. Those included have responded within the 21 days required for reconsideration by Commissioners. The property owner requests, the Committee Findings and Recommendation and my letter of notification to these property owners are included for your convenience.

Account Number	Property Owner	Tax Year	Amount of Waiver or Refund
R394925	Lawrence, Paul D	2012	$238.44
R306209	Bohn, Robert & Carolyn	2012	$441.97
R132958	Bohn, Robert & Carolyn	2012	$563.90
P504509	Lyle, Michelle	2012	$35.24
R133377	Lyle, Brent & Michelle	2012	$593.75
R408343	Lyle, Brent & Michelle	2012	$33.58

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Paul Lawrence
212 Pebble Canyon Lane
Dickinson TX 77539-6372
713-482-8771
FlankerN7@aol.com

December 3, 2013

Cheryl E Johnson
Galveston County Tax Assessor Collector
722 Moody
Galveston TX 77550-2317

CERTIFIED MAIL 7012 3050 0000 1474 1852

Dear Ms Johnson,

My name is Paul Lawrence (1380002000500O/R394925). I am writing you in response to your letter dated November 18, 2013.

Please let this letter stand as my answer of yes to schedule a meeting with the Commissioners to discuss the penalty I was charged this year. I have paid the balance due and a processing fee.

Please start the process for this procedure.

To make sure this letter reaches you in time, I am faxing, mailing (Return Receipt) and emailing this letter to you. At least one copy should reach you in time and be attached to my file.

Thank you for your time.

Sincerely,

Paul Lawrence

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Mr. Paul Lawrence
212 Pebble Canyon Lane
Dickinson, Texas 77539

Re: Request for Waiver or Refund of Penalty and Interest Account #1382-0002-0005-000

Dear Mr. Lawrence:

You submitted a request for waiver or refund of penalty and interest based on a late postmark. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised.

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date.

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lawrence, Paul

Account #(s): 1382-0002-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Boyd rule. – timeliness –
postmark 2/1/13

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Court House
722 Moody Avenue
Galveston, Texas 77550

Re: Account # 4766-0000-0005-000
Account # 7137-0000-0062-001

Ms. Johnson,

We have received your letter denying our request to waive the penalties and interests on our properties due to late postmarks. We would like to request to have the County Commissioners Court reconsider our request. Please advise us the date for us to appear on this matter.

Sincerely,

Carolyn Bohn

Carolyn Bohn

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Robert & Carolyn Bohn
718 Buttonwood
Texas City, Texas 77591

Home made

Re: Request for Waiver or Refund of Penalty and Interest
Account #7137-0000-0062-001& 4766-0000-0005-000

Dear Mr. & Mrs. Bohn:

You submitted requests for waiver or refund of penalty and interest based on late postmarks. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised. !!

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date. Dec 5th

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481. Please note, I have included Mr. and Mrs. Lyle on this letter inasmuch as your requests were sent together.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

cc: Michelle & Brent Lyle

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bohn, Robert & Carolyn w/Lyle R 306209

Account #(s): 7137-0000-0062-001

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Based on postmark; however notify owners that based on Boyd may want to appeal/appeal in CC.

POSTMARK 2/1

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bohn, Robert & Carolyn w/Lyle

R132958

Account #(s): 4766-0000-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Clavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Court House
722 Moody Avenue
Galveston, Texas 77550

Re: Account #8600-0587-0199-000
Account # 5242-0000-0026-003
Account # 5242-0000-0024-001

Ms. Johnson,

We have received your letter denying our request to waive the penalties and interests on our properties due to late postmarks. We would like to request to have the County Commissioners Court reconsider our request. Please advise us the date for us to appear on this matter.

Sincerely,

Michelle Lyle

Michelle Lyle

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl E Johnson@co galveston tx.us

November 18, 2013

Michelle & Brent Lyle
8901 Monticello
Texas City, Texas 77591

Re: Request for Waiver or Refund of Penalty and Interest
Account #8600-0587-0199-000 #5242-0000-0026-003
#5242-0000-0024-001

Dear Mr. & Mrs. Lyle:

You submitted requests for waiver or refund of penalty and interest based on late postmarks. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised.

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Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

✓ cc: Robert & Carolyn Bohn

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

P504509

Owner Name(s): Lyle, Michelle w/ Bohn

Account #(s): 8600-0587-0199-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Cavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co galveston tx us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lyle, Brent & Michelle w/Bohn

Account #(s): 5242-0000-0024-001

R133377

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lyle, Michelle & Brent

Account #(s): 5242-0000-0026-003

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [X] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Cavaglia

AGENDA ITEM #33.e.

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Court House
722 Moody Avenue
Galveston, Texas 77550

Re: Account # 4766-0000-0005-000
Account # 7137-0000-0062-001

Ms. Johnson,

We have received your letter denying our request to waive the penalties and interests on our properties due to late postmarks. We would like to request to have the County Commissioners Court reconsider our request. Please advise us the date for us to appear on this matter.

Sincerely,

Carolyn Bohn

Carolyn Bohn

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Robert & Carolyn Bohn
718 Buttonwood
Texas City, Texas 77591

Home made

Re: Request for Waiver or Refund of Penalty and Interest
Account #7137-0000-0062-001& 4766-0000-0005-000

Dear Mr. & Mrs. Bohn:

You submitted requests for waiver or refund of penalty and interest based on late postmarks. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised. !!

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Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

cc: Michelle & Brent Lyle

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bohn, Robert & Carolyn w/Lyle R 306209

Account #(s): 7137-0000-0062-001

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Based on postmark; however notify owners that based on Boyd may want to appeal/appeal in CC.

POSTMARK 2/1

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

AGENDA ITEM #35.a.

City of Galveston

Office of the City Manager

P. O. Box 779 / Galveston, Texas 77553-0779 / (409) 797-3520 / Fax (409) 797-3521

RECEIVED
JAN 22 2014
GALVESTON COUNTY JUDGE

Hon. Mark Henry, County Judge
Hon. Ryan Dennard, Comm. Pct. 1
Hon. Kevin O'Brien, Comm. Pct. 2
Hon. Ken Clark, Comm. Pct. 3
Hon. Stephen Holmes, Comm. Pct. 4

January 15, 2014

RE: Proposal of the City of Galveston for the funding and execution of various Seawall Improvement projects

Gentlemen:

This proposal follows the discussion held at the Galveston County Commissioners Workshop session conducted on December 20, 2013. At the conclusion of the workshop, the members of the Court requested the City deliver a written proposal detailing the specific request made of the County. This submission is made in response to that request.

The City proposes to make the following improvements to the Galveston County Seawall:

a) Construction of the Seawall Improvement Program which is a Congestion Mitigation Air Quality (CMAQ) project to improve mobility by increasing transit use.
b) Repaving of Seawall Boulevard from 39th St. to Ferry Rd.

The County has been awarded $1,730,560 in TXDOT Surface Transportation Funds (STP) grants funds to pave the Seawall and the City has received $5,850,000 in federal funds from FTA for transit access, ADA access, visitor stations, and beautification on the Seawall. These efforts are bringing a large amount of our citizens' tax funds back into the County. For its part on the latest phase of the FTA grant mentioned above, the City is proposing to invest $466,111 in cash. For its part of the Seawall paving, the City is proposing to use $346,112 in Transportation Development Credits in the project.

The City is requesting the County commit the sum of $260,000 in County funds to enable the execution of these projects. The County funds would largely, but not totally, be spent on the design and engineering drawings for the repaving of Seawall Boulevard.

The City acknowledges that its view of Seawall Boulevard differs from that of the County. While the City does acknowledge the importance of the Seawall as a hurricane protection device, it views the Seawall as a vital part of the City's road system. The Seawall is heavily utilized by tourists and employees commuting to their jobs at some of the County's largest employers. The asphalt on the road surface is deteriorating and does not allow for optimal driving conditions. The striping on the road surface is in desperate need of attention.

The County views the Seawall as a hurricane protection device. The structural integrity of the Seawall is essential to its performance; the penetration of water into the Seawall will cause it to fail. At this juncture, the County's view is that asphalt in place on the Seawall is sufficient to act as a seal preventing the intrusion of water into the structure. Accordingly, the County does not see the need to resurface the road at this time and would prefer to defer maintenance of the structure.

Nonetheless, the City requests the County reconsider its position. While the asphalt surface may be sufficient for the County's purpose at this time, the surface is in fact deteriorating and will require replacement at some future date. The availability of a grant from the State in the amount of $1,730,560 will allow the paving to be done this year. Those grant funds require a local match of $346,112; the City has a mechanism to provide that match through the use of Transportation Development Credits that were awarded by the HGAC. Scope reductions in the project and the movement of some transit grant eligible costs from the TXDOT grant to the other Seawall CMAQ grant will enable the project to be constructed for less cash than originally scoped. The only expenditure from the County will be for the preparation of engineering drawings and surveys to be used by TXDOT. Those drawings will cost approximately $200,000. The other $60,000 that is requested over the cost of the surveying and drawings for Seawall paving would go to the CMAQ Seawall Improvement Program to help defray a piece of the City's match of $466,111. As an incentive to keep costs for surveying and engineering down, the City would like to be able to use any savings of the $200,000 as added match in the CMAQ Seawall grant for the local share. The elements of the CMAQ Seawall grant include transit access, ADA access, visitor stations, and beautification improvements.

Although the County may feel the asphalt surface is sufficient for the purpose of providing a seal to the top of the Seawall, by acting now that County and the City will both benefit from the grant from TXDOT. The drivers on the Seawall will have a safer driving surface. The County will have a more robust top seal on the surface and ongoing maintenance at the County's expense will be less in your future year's budgets. The availability of state funds to undertake this resurfacing is available now; there is no guarantee such funds will be available when the County determines it necessary to resurface the Seawall.

On behalf of the City Council of the City of Galveston, I would ask that you please consider our request and the economic benefits these projects will generate in increased tourist visitation and local tax revenues, and place this question on your next available Commissioner's Court agenda.

Respectfully,

Michael W. Kovacs
City Manager

AGENDA ITEM #36.a.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Application___ Award ___ Approval Request

Date of Request: 2/18/14		**Department:** Juvenile Probation			
Grant Agency: Office of Governor			**Funding Source:** State Criminal Planning Fund		
Grant Start Date:	9/1/13	**Program Year:** 13-14	**Renewal: Yes** ✓ **No** __	**Last Billing Date:**	
Grant End Date:	8/31/14	**Program End Date:** 8/31/14	**Award/Agreement No:**		
Description:	Provides hours for mental health assessment and/or therapy to referred juveniles				
Grant Org Key:			**Grant Type: Advance Payment** ___ **Reimbursement** ✓		

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit			
Non-Labor	$14,000		$14,000
Indirect/Admin Costs			
Totals:	$14,000		$14,000

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

Approved By: **Date** **Signature**

Grants Manager: Cynthia Pagan

Director of Finance: Jessie Y Yeard 2/12/14

Form Number:

HOUSTON-GALVESTON AREA COUNCIL

February 11, 2014

Earnestine Sanders
Galveston County Juvenile Probation Department
6101 Attwater Ave
Dickinson, TX 77539

RE: FY 2014 Regional Juvenile Mental Health Service Contract

Dear Ms. Sanders:

Enclosed are two copies of the FY 2014 Regional Juvenile Mental Health Service Contract. Please sign and return both copies to H-GAC as soon as possible.

If you have any questions please call me at 832-681-2511.

Sincerely,

Jim Mahood

JM/bs

Enclosures

Mailing Address
PO Box 22777
Houston, Texas 77227-2777
Phone 713-627-3200

Physical Address
3555 Timmons Lane, Suite 120
Houston, Texas 77027
Phone 713-627-3200

HOUSTON-GALVESTON AREA COUNCIL
GENERAL CONTRACT PROVISIONS

This Intergovernmental Agreement is made and entered into this 1st day of September, 2013, by and between the **Houston-Galveston Area Council**, hereinafter referred to as **H-GAC**, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and **Galveston County Juvenile Probation Department**, hereinafter referred to as the Contractor or Service Provider, having its principal place of business at 6101 Attwater Avenue, Texas City, Texas 77590.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement;

WHEREAS, H-GAC is responsible for closely monitoring the Service Provider and the exercise of reasonable care to enforce all terms and conditions of the grant. Service Provider agrees to fully cooperate in the monitoring process;

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances and laws in effect or promulgated during the term of this Agreement. Such standards and laws shall include, to the extent applicable, the Uniform Grant Management Standards (UGMS) promulgated by the State of Texas and the state and federal statutes referenced therein.

All licenses, legal certifications, or inspections required for the services, facilities, equipment, or materials, and all applicable state and federal laws and local ordinances, must be complied with by the Service Provider. Failure to comply with this requirement shall be treated as a default.

ARTICLE 3 INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the control and supervision of the Contractor. The Contractor is solely responsible for employee payrolls and claims arising therefrom. The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the Contractor pertaining to this Agreement or which would adversely affect the Contractor's ability to perform services under this Agreement.

ARTICLE 4 WHOLE AGREEMENT

The General Provisions, Special Provisions and Attachments, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5 SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in the Special Provisions of this Agreement.

ARTICLE 6 PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins September 1, 2013 and ends August 31, 2014.

ARTICLE 7 REPORTING REQUIREMENTS

Reporting requirements are set forth in the Special Provisions of this Agreement. If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing the Contractor. If H-GAC withholds such payments, it shall notify the Contractor of its decision and the reasons therefor. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

ARTICLE 8 PAYMENTS

The Contractor agrees that payments are predicated upon properly documented and verified proof of performance delivered and costs incurred by the Contractor in accordance with the terms of this Agreement and shall be paid in accordance with the Compensation and Method of Payment in the Special Provisions.

ARTICLE 9 NON FUNDING CLAUSE

Each payment obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due or for any damages as a result of interruption of payment or termination under this Article. If sufficient State or Federal funds are not allocated or otherwise available from H-GAC, Contractor shall have no further obligation to perform its duties under this contract.

ARTICLE 10 INSURANCE

The Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as specified in the Special Provisions.

ARTICLE 11 REPAYMENTS

The Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to H-GAC any amounts determined by H-GAC, its independent auditors, or any agency of state or federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 12 SUBCONTRACTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC.

The Contractor acknowledges that H-GAC is not liable to any subcontractor(s) of the Contractor.

The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor.

ARTICLE 13 AUDIT

As a recipient of state or federal assistance through this Agreement, the Contractor acknowledges that it is subject to the Single Audit Act of 1996, P.L. 98-502, (hereinafter referred to as Audit Act), OMB Circular No. A-133, and the State of Texas Single Audit Circular incorporated in UGMS.

The Contractor shall have an audit made in accordance with the Single Audit requirements of the most recently adopted UGMS and OMB Circular A-133 for any of its fiscal years in which Contractor expends more than $500,000 in state or federal financial assistance.

The Contractor will provide H-GAC a copy of the single audit, including management letter and reporting package required by federal and state rules, within thirty (30) days after receipt of the auditor's report, or nine months after the end of the audit period.

H-GAC reserves the right to conduct or cause to be conducted an independent audit of all funds distributed under this Agreement which may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by H-GAC. Such audit will be conducted in accordance with state law, regulations, and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

The Contractor understands and agrees that the Contractor shall be liable to H-GAC for any costs disallowed or overpayment as a result of audit or inspection of records kept by the Contractor on work performed under this Agreement.

ARTICLE 14 EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work, complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas and the United States Government, shall have the right at any reasonable time to inspect, copy and audit those records, on or off the premises, by authorized representatives of its own or any public accounting firm selected by it. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third party charges.

The Contractor further agrees to include in all its subcontracts permitted pursuant to Article 12 hereof, a provision to the effect that the subcontractor agrees that H-GAC and its duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

ARTICLE 15 RETENTION OF RECORDS

The Contractor shall maintain all records pertinent to this Agreement, including but not limited to those records enumerated in Article 14, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than three (3) calendar years from the later of the date of acceptance of the final contract closeout or the date of the final audit required under Article 13 of this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

ARTICLE 16 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided, if the Contractor may not legally comply with such change, the Contractor may terminate its participation herein as authorized by Article 17.

The Contractor's Authorized Official, or his/her designee, is hereby authorized to accept funding for additional services, which is hereby incorporated into this contract by this reference for all purposes. Such changes that are mutually agreed upon by and between H-GAC and the Contractor in writing shall be incorporated into this Agreement.

ARTICLE 17 TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated under the following circumstances:

A. Convenience

H-GAC may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the Contractor whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within thirty (30) days of such termination reflecting the services actually performed which have not appeared on any prior invoice. Such invoice shall be satisfactory to the Executive Director or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of H-GAC, less payment of any compensation previously paid.

The Contractor may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to H-GAC. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC. In the event of such termination prior to completion of the Agreement provided for herein, H-GAC

agrees to pay for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreement that completion of the services herein specified within the agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

In the event of such termination, all services of the Contractor and its employees and subcontractors shall cease and the Contractor shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement which have not appeared on any prior invoice. Such invoice must be satisfactory to the Executive Director of H-GAC or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of H-GAC as reflected on said invoice, less payment of any compensation previously paid and less any costs or damages incurred by H-GAC as a result of such default, including an amount agreed to in writing by H-GAC and the Contractor to be necessary to complete the services herein specified, in addition to that which would have been required had the Contractor completed the services herein specified.

ARTICLE 18 SEVERABILITY

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

ARTICLE 19 COPYRIGHTS

The state or federal awarding agency and H-GAC reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

(a) The copyright of all maps, data, reports, research or other work developed under this Agreement; and

(b) Any copyrights or rights of use to copyrighted material which the Contractor purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC on request.

ARTICLE 20 OWNERSHIP OF MATERIALS

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Contractor as a part of its work under this Agreement shall become the property of H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof, at the time of payment under ARTICLE 8 for work performed. All such data and material shall be furnished to H-GAC on request.

ARTICLE 21 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with H-GAC.

ARTICLE 22 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The Contractor agrees to comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1974, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

ARTICLE 23 CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractors, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 24 POLITICAL ACTIVITY; LOBBYING

No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Contractor, if a recipient of federal assistance exceeding $100,000 through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 25 SECTARIAN INVOLVEMENT PROHIBITED

The Contractor shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 26 CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees that it will perform the Agreement activities in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of the funding entity. The Contractor agrees to promptly notify H-GAC of suspected fraud, abuse or other criminal activity through the filing of a written

report within twenty-four (24) hours of knowledge thereof and to notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence. Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

ARTICLE 27 TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 28 ACKNOWLEDGEMENT OF FUNDING SOURCE

The Contractor shall give credit to H-GAC and The Office of the Governor, Criminal Justice Division, as the funding source for this Agreement in all oral presentations, written documents, publicity, and advertisements regarding any of the Contractor's activities which arise from this Agreement.

ARTICLE 29 DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Agreement which are not disposed of by agreement shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 30 GOVERNING LAW AND VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas, unless the laws of the State of Texas specifically establish venue in some other county.

ARTICLE 31 ORDER OF PRIORITY

In the case of any conflict between the General Provision, the Special Provisions, and Attachments to this Agreement, the following order of priority shall be utilized: Special Provision, General Provisions, and Attachments.

H-GAC and the Contractor have executed the Agreement as of the date first written above.

_____	_____
Jack Steele, Executive Director	Mark Henry, County Judge
Houston-Galveston Area Council	Galveston County
_____	_____
Date	Date

HOUSTON-GALVESTON AREA COUNCIL
REGIONAL JUVENILE MENTAL HEALTH SERVICES

SPECIAL CONTRACT PROVISIONS

ARTICLE 1 INTRODUCTION

This contract is by and between the **Houston-Galveston Area Council**, H-GAC, and **Galveston County Juvenile Probation Department**, Contractor or Service Provider, and in aid of Criminal Justice Division (CJD) grant number 26067-02, titled Regional Juvenile Mental Health Services under the State Criminal Justice Planning Fund (SF421). It is understood by all parties that payment obligations created by this contract are conditional upon the availability of State or Federal funds appropriated or allocated for the payment of such obligations.

All services billed hereunder must be rendered within the grant period as described in Article 6 of the General Contract Provisions and Article 3 of the Special Contract Provisions of this contract.

ARTICLE 2 SCOPE OF SERVICES

The Contractor covenants and agrees to provide hours for mental health assessment and/or therapy to referred juveniles as set forth in this contract. H-GAC hereby agrees to engage the Contractor and the Contractor agrees to perform hereinafter as set forth pursuant to the provisions of the grant from the Office of the Governor, Criminal Justice Division. The services to be performed by the Contractor are herewith outlined as follows.

(a) Project Task: The Contractor shall provide mental health assessment and/or therapy to referred juveniles.

(b) Work Product: In performing the services specified herein, the Contractor shall provide mental health assessment and/or therapy to referred juveniles as described in the Contractor's proposal, which is attached hereto as Attachment A and is a part of the Contract. Services provided within the Contract performance period shall be mutually agreed upon by H-GAC and the Contractor.

(c) Service Provider: The Contractor shall be responsible for the procurement of mental health assessment and/or therapy services via a reputable, credible and licensed provider, at a reasonable cost representing market value for such services in Galveston County.

(d) Location: The Contractor will provide services within Galveston County and to citizens residing in Galveston County, Texas.

ARTICLE 3 PERFORMANCE PERIOD

The period of this Contract shall commence September 1st, 2013, and continue in force until August 31st, 2014, unless extended by H-GAC as provided in Article 16 of the General Contract Provisions.

ARTICLE 4 COORDINATION OF SERVICES

H-GAC shall provide coordination of mental health services provided across the region, including overall monitoring and implementation of the services provided. H-GAC Criminal Justice planning staff shall act as liaison between the Contractor and the Office of the Governor, Criminal Justice Division.

ARTICLE 5 COMPENSATION

H-GAC agrees to pay the Contractor the total sum not to exceed Fourteen Thousand Dollars ($14,000.00) for services described in this Contract, subject to amendment or change of this Agreement in accordance with Article 16 of the General Provisions.

ARTICLE 6 METHOD OF PAYMENT

H-GAC shall make payments to the Contractor in the following manner:

(a) Contractor shall be paid actual documented cost of each assessment or counseling session provided, as listed in the Contractor's proposal and specified in this contract as **Attachment A**. In no event shall the sum of all payments for service hours provided exceed the amount shown in the proposal. Contractor shall bill H-GAC for fully documented and substantiated costs of all services provided no later than the 15th of the following month. Contractor shall not be paid for any service until all services for the previous month have been provided.

H-GAC will forward payment to Contractor within thirty (30) business days subject to having received each of the following:

1. A detailed account of actual costs of the services provided, including number of hours and cost per hour.

2. Information regarding any subcontracted service provider, including name of agency, address of agency, name of assessor and/or therapist, credentials of assessor and/or therapist, and length of time agency has been operating in Galveston County.

(b) The Contractor shall use the H-GAC Regional Juvenile Mental Health Services Reimbursement Form, herein specified as **Attachment B**, to request reimbursement from H-GAC.

(c) All requested costs must be eligible under the applicable Governor's Criminal Justice Plan for Texas.

ARTICLE 7 PERSONNEL

The Contractor shall furnish all necessary personnel with the professional classification, qualifications, skill and expertise required to perform the services to be rendered pursuant to Article 2 of the Special Contract Provisions. The Contractor shall be responsible for completion of the services to be rendered and will provide all necessary supervision and coordination of activities that may be required to complete the services. The Contractor shall not subcontract work to be performed without prior written consent of H-GAC.

ARTICLE 8 SUBCONTRACTS

The Contractor shall furnish to H-GAC a copy of the signed subcontract(s) when the Contractor uses the services of mental health professionals under the purview of this contract. Copies of the subcontract(s) shall be furnished to H-GAC by the Contractor.

ARTICLE 9 COPYRIGHTS AND RIGHTS IN DATA

When activities involved in the services provided for in this Contract produce original books, manuals, films, computer programs (including executable computer programs and supporting data in any form) or other copyrightable material, the Contractor may copyright such, but the Governor's Office of General Counsel and Criminal Justice reserves a royalty-free, non-exclusive and irrevocable license to produce, publish and use such materials and to authorize others to do so.

Provisions appropriate to effectuate the purpose of this condition must be in all employment contracts, service provider agreements and other subcontracts emanating from this Contract.

ARTICLE 10 LABOR STANDARDS

The Contractor will comply with the Fair Labor Standards Act of 1938 (29 USC 676 et.seq.).

ARTICLE 11 AGE DISCRIMINATION

The Contractor will comply with the Age Discrimination in Employment Act of 1967 (29 USC 621 et. seq.).

ARTICLE 12 INSURANCE

The Contractor represents to H-GAC that it self-insures its general liability exposure including bodily injury, death and property damage. The limits of liability are set in part by the Texas Tort Claims Act. The Contractor self-insures workers compensation and employer's liability under the Texas Workers Compensation Act.

ARTICLE 13 ASSIGNMENT

The provisions of this contract shall not be assignable without the prior written consent of the other party.

ARTICLE 14 RECORDS RETENTION

Records shall be retained for at least **THREE (3) YEARS** following the closure of the most recent audit report and until any outstanding litigation, audit or claim has been resolved. Records are subject to inspection by CJD, or any state or federal agency authorized to inspect same.

SIGNATURES:
H-GAC and the Contractor have executed this agreement in multiple copies, each of which is an original.

ACCEPTED BY:

HOUSTON-GALVESTON AREA COUNCIL

Signature_____

Name _____

Title _____

Date _____

Galveston County

Signature_____

Name _____

Title _____

Date_____

Attachment A: Contractor's Proposal for Galveston County

Houston-Galveston Area Council / Juvenile Mental Health Services, SF421 #26067-03

County: Galveston

Notes and Directions:

In the cells shaded **GREEN**, include the amounts that it will cost for each category in your county.

In the cells shaded **PINK**, enter the approximate # of units to be contracted in each category of anticipated service. (It is not necessary to have a number in each category.)

The Overall Total does not have to match the limit exactly, so long as it does not exceed the amount as entered in cell H18.

If the variance number turns **red** it will be necessary to reduce the cost per assessment/hour, or number of assessments/counseling hours.

Call 832-681-2511 or e-mail james.mahood@h-gac.com for questions, concerns and comments.

Complete the spreadsheet below to approximate contracted amounts per category:

	Assessment Services		**Counseling Services**				
	# Individuals Receiving Assessment Services	Cost per Assessment	# Hours* for **Individual** Therapy and Counseling	Cost per Hour	# Hours* for **Group** Therapy and Counseling	Cost per Hour per Individual	Variance from Target Amount
	37.00	$375.00		$75.00		$25.00	
Totals:	$13,875.00		$0.00		$0.00		**$125.00**
Overall Total:	*$13,875.00*						

The cost of providing services as described above cannot exceed: **$14,000.00**

*** to the nearest quarter-hour**

AGENDA ITEM #36.b.

HOUSTON-GALVESTON AREA COUNCIL
FY14 SOLID WASTE IMPLEMENTATION
PROGRAM CONTRACT

Contractor Project Manager

Entity	Galveston County
Street Address	1620 Gill Road
City, State Zip	Dickinson, TX 77539
Contact:	Perry Larvin
Telephone:	409-766-4516
Fax:	409-765-3210
Email:	perry.larvin@co.galveston.tx.us

Contractor Financial Contact

Entity	Galveston County
Street Address	722 Moody, Galveston, TX 77550
Contact:	Cynthia Pagan
Telephone:	409-770-5355
Fax:	409-766-2539
Email:	cynthia.pagan@co.gavlveston.tx.us

H-GAC

Community and Environmental Planning Department
Houston-Galveston Area Council
3555 Timmons Lane, Suite 120
Post Office Box 22777
Houston, Texas 77227-2777
tel. 713.627.3200
fax. 713. 993.4503

Staff Contacts:	Staff Contact	Cheryl Mergo
	Title	Sustainable Development Program Manager
	Phone	713-993-4520
	Email	cheryl.mergo@h-gac.com

TCEQ FY14 Solid Waste Implementation Grants

Project Description:	Galveston County Environmental Unit
Contract Number:	14-16-G06
Contract Amount:	$43379.00
Grant Period:	February 1, 2014 to August 30, 2014

HOUSTON-GALVESTON AREA COUNCIL
FY14 SOLID WASTE IMPLEMENTATION PROGRAM CONTRACT

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Attachments

A. Scope of Services
B. Contract Budget
C. Grant Application

HOUSTON-GALVESTON AREA COUNCIL
GENERAL PROVISIONS
INTERGOVERNMENTAL AGREEMENT

This Intergovernmental Agreement is made and entered into this 1st day of February, 2014, by and between the Houston-Galveston Area Council, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027 and Galveston County hereinafter referred to as the Contractor, having its principal place of business 1620 Gill Road, Dickinson, TX 77539.

WITNESSETH:

WHEREAS, H-GAC hereby engages the Contractor to perform certain services in accordance with the specifications of the Agreement; and

WHEREAS, the Contractor has agreed to perform such services in accordance with the specifications of the Agreement;

NOW, THEREFORE, H-GAC and the Contractor do hereby agree as follows:

ARTICLE 1 LEGAL AUTHORITY

The Contractor warrants and assures H-GAC that it possesses adequate legal authority to enter into this Agreement. The Contractor's governing body, where applicable, has authorized the signatory official(s) to enter into this Agreement and bind the Contractor to the terms of this Agreement and any subsequent amendments hereto.

ARTICLE 2 APPLICABLE LAWS

The Contractor agrees to conduct all activities under this Agreement in accordance with all applicable rules, regulations, directives, standards, ordinances and laws in effect or promulgated during the term of this Agreement. Such standards and laws shall include, to the extent applicable, the Uniform Grant Management Standards (UGMS) promulgated by the State of Texas and the state and federal statutes referenced therein.

ARTICLE 3 INDEPENDENT CONTRACTOR

The execution of this Agreement and the rendering of services prescribed by this Agreement do not change the independent status of H-GAC or the Contractor. No provision of this Agreement or act of H-GAC in performance of the Agreement shall be construed as making the Contractor the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of the Contractor are subject to the exclusive control and supervision of the Contractor. The Contractor is solely responsible for employee payrolls and claims arising therefrom. The Contractor shall notify H-GAC of the threat of lawsuit or of any actual suit filed against the

Contractor pertaining to this Agreement or which would adversely affect the contractor's ability to perform services under this Agreement.

ARTICLE 4 WHOLE AGREEMENT

The General Provisions, Special Provisions and Attachments, copy of H-GAC FY14 Solid Waste Grant Application, as provided herein, constitute the complete agreement between the parties hereto, and supersede any and all oral and written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Agreement cannot be modified without written consent of the parties.

ARTICLE 5 SCOPE OF SERVICES

The services to be performed by the Contractor are outlined in the Special Provisions of this Agreement.

ARTICLE 6 PERFORMANCE PERIOD

This Agreement shall be performed during the period which begins February 1, 2014 and ends August 30, 2014.

ARTICLE 7 REPORTING REQUIREMENTS

Reporting requirements are set forth in the Special Provisions of this Agreement. If the Contractor fails to submit to H-GAC in a timely and satisfactory manner any report required by this Agreement, or otherwise fails to satisfactorily render performances hereunder, H-GAC may withhold payments otherwise due and owing the Contractor hereunder. If H-GAC withholds such payments, it shall notify the Contractor of its decision and the reasons therefore. Payments withheld pursuant to this Article may be held by H-GAC until such time as the delinquent obligations for which funds are withheld are fulfilled by the Contractor. The Contractor's failure to timely submit any report may also be considered cause for termination of this Agreement.

ARTICLE 8 PAYMENTS

The Contractor agrees that payments are predicated upon properly documented and verified proof of performance delivered and costs incurred by the Contractor in accordance with the terms of this Agreement and shall be paid in accordance with the Compensation Schedule in the Special Provisions.

ARTICLE 9 NON FUNDING CLAUSE

Each payment obligation of H-GAC created by this Agreement is conditioned upon the availability of state or federal funds appropriated or allocated for the payment of such obligations. H-GAC shall not be otherwise obligated or liable for any future payments due or for any damages as a result of interruption of payment or termination under this Article. If sufficient state or federal

funds are not allocated or otherwise available from H-GAC, Contractor shall have no further obligation to perform its duties under this Contract once available funds have been expended.

ARTICLE 10 INSURANCE

The Contractor shall maintain insurance coverage for work performed or services rendered under this Agreement as specified in the Special Provisions.

ARTICLE 11 REPAYMENTS

The Contractor understands and agrees that it shall be liable to repay and shall repay upon demand to H-GAC any amounts determined by H-GAC, its independent auditors, or any agency of state or federal government to have been paid in violation of the terms of this Agreement.

ARTICLE 12 SUBCONTRACTS

Except as may be set forth in the Special Provisions, the Contractor agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Agreement or any right, title, obligation or interest it may have therein to any third party without prior written approval of H-GAC.

The Contractor acknowledges that H-GAC is not liable to any subcontractor(s) of the Contractor.

The Contractor shall ensure that the performance rendered under all subcontracts shall result in compliance with all the terms and provisions of this Agreement as if the performance rendered was rendered by the Contractor.

ARTICLE 13 AUDIT

As a recipient of state or federal assistance through this Agreement, the Contractor acknowledges that it is subject to the Single Audit Act Amendments of 1996 (hereinafter referred to as "Audit Act"), OMB Circular No. A-133, and the State of Texas Single Audit Circular incorporated in UGMS.

The Contractor shall have an audit made in accordance with the Single Audit, requirements of the most recently adopted UGMS and OMB Circular A-133 for any of its fiscal years in which Contractor expends more than $500,000 in state or federal financial assistance.

The Contractor will provide H-GAC a copy of the single audit, including management letter and reporting package required by federal and state rules within 30 days after receipt of the auditor's report, or nine months after the end of the audit period.

H-GAC reserves the right to conduct or cause to be conducted an independent audit of all funds received under this Agreement which may be performed by the local government audit staff, a certified public accountant firm, or other auditors as designated by the H-GAC. Such audit will be conducted in accordance with State law, regulations, and policy, and generally accepted auditing standards and established procedures and guidelines of the reviewing or audit agency(ies).

The Contractor understands and agrees that the Contractor shall be liable to the H-GAC for any costs disallowed or overpayment as a result of audit or inspection of records kept by the Contractor on work performed under this Agreement.

ARTICLE 14 EXAMINATION OF RECORDS

The Contractor shall maintain during the course of the work, complete and accurate records of all of the Contractor's costs and documentation of items which are chargeable to H-GAC under this Agreement. H-GAC, through its staff or designated public accounting firm, the State of Texas and the United States Government, shall have the right at any reasonable time to inspect, copy and audit those records on or off the premises by authorized representatives of its own or any public accounting firm selected by it. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. Failure to provide access to records may be cause for termination of the Agreement. The records to be thus maintained and retained by the Contractor shall include (without limitation): (1) personnel and payroll records, including social security numbers and labor classifications, accounting for total time distribution of the Contractor's employees working full or part time on the work, as well as cancelled payroll checks, signed receipts for payroll payments in cash, or other evidence of disbursement of payroll payments; (2) invoices for purchases, receiving and issuing documents, and all other unit inventory records for the Contractor's stocks or capital items; and (3) paid invoices and cancelled checks for materials purchased and for subcontractors' and any other third parties' charges.

The Contractor further agrees to include in all its subcontracts permitted pursuant to Article 12 hereof, a provision to the effect that the subcontractor agrees that H-GAC and its duly authorized representatives shall, until the expiration of three (3) years after final payment under the subcontract or until all audit findings have been resolved, have access to and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving transactions relating to the subcontract.

ARTICLE 15 RETENTION OF RECORDS

The Contractor shall maintain all records pertinent to this Agreement, including but not limited to those records enumerated in Article 14, and all other financial, statistical, property, participant records, and supporting documentation for a period of no less than three (3) calendar years from the later of the date of acceptance of the final contract closeout or the date of the final audit required under Article 13 of this Agreement. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the retention period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

ARTICLE 16 CHANGES AND AMENDMENTS

Any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal law or regulations are automatically incorporated into this Agreement without written amendment hereto, and shall become effective on the date designated by such law or regulation; provided if the Contractor may not legally comply with such change, the contractor may terminate its participation herein as authorized by Article 17.

H-GAC may, from time to time, require changes in the scope of the services of the Contractor to be performed hereunder. Such changes that are mutually agreed upon by and between H-GAC and the Contractor in writing shall be incorporated into this Agreement.

ARTICLE 17 TERMINATION PROCEDURES

The Contractor acknowledges that this Agreement may be terminated under the following circumstances:

A. Convenience

H-GAC may terminate this Agreement in whole or in part without cause at any time by written notice by certified mail to the Contractor whenever for any reason H-GAC determines that such termination is in the best interest of H-GAC. Upon receipt of notice of termination, all services hereunder of the Contractor and its employees and subcontractors shall cease to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within 30 days of such termination reflecting the services actually performed which have not appeared on any prior invoice, such invoice shall be satisfactory to the Executive Director or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of the Agreement, for services actually performed and accruing to the benefit of H-GAC, less payment of any compensation previously paid.

The Contractor may cancel or terminate this Agreement upon thirty (30) days written notice by certified mail to H-GAC. The Contractor may not give notice of cancellation after it has received notice of default from H-GAC. In the event of such termination prior to completion of the Agreement provided for herein, H-GAC agrees to pay services herein specified on a prorated basis for work actually performed and invoiced in accordance with the terms of this Agreement, less payment of any compensation previously paid.

B. Default

H-GAC may, by written notice of default to the Contractor, terminate the whole or any part of the Agreement in any one of the following circumstances:

(1) If the Contractor fails to perform the services herein specified within the time specified herein or any extension thereof; or

(2) If the Contractor fails to perform any of the other provisions of this Agreement for any reason whatsoever, or so fails to make progress or otherwise violates the Agreement that completion of the services herein specified within the agreement term is significantly endangered, and in either of these two instances does not cure such failure within a period of ten (10) days (or such longer period of time as may be authorized by H-GAC in writing) after receiving written notice by certified mail of default from H-GAC.

In the event of such termination, all services of the Contractor and its employees and subcontractors shall cease and the Contractor shall prepare a final invoice reflecting the services actually performed pursuant to the Agreement which have not appeared on any prior invoice. Such invoice must be satisfactory to the Executive Director of H-GAC or his designee. H-GAC agrees to pay the Contractor, in accordance with the terms of this Agreement, for services actually performed and accruing to the benefit of H-GAC as reflected on said invoice, less payment of any compensation previously paid and less any costs or damages incurred by H-GAC as a result of such default, including incremental costs that H-GAC will incur to have the Agreement completed by a person other than the contractor.

ARTICLE 18 SEVERABILITY

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

ARTICLE 19 COPYRIGHTS

The state or federal awarding agency and H-GAC reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for state or federal government or H-GAC purposes:

(a) The copyright of all maps, data, reports, research or other work developed under this Agreement; and

(b) Any copyrights or rights of use to copyrighted material which the Contractor purchases with funding under this Agreement. All such data and material shall be furnished to H-GAC on request.

ARTICLE 20 OWNERSHIP OF MATERIALS

Except as may be specified in the Special Provisions, all data, reports, research, etc., developed by the Contractor as a part of its work under this Agreement shall become the property of the H-GAC upon completion of this Agreement, or in the event of termination or cancellation hereof, at the time of payment under ARTICLE 8 for work performed. All such data and material shall be furnished to H-GAC on request.

ARTICLE 21 FORCE MAJEURE

To the extent that either party to this Agreement shall be wholly or partially prevented from the performance within the term specified of any obligation or duty placed on such party by reason of or through strikes, stoppage of labor, riot, fire, flood, acts of war, insurrection, accident, order of any court, act of God, or specific cause reasonably beyond the party's control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty shall be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with the H-GAC.

ARTICLE 22 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

The Contractor agrees to comply with all state and federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps and the Americans with Disabilities Act of 1990; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to the nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (I) any other nondiscrimination provisions in any specific statute(s) applicable to any Federal funding for this Agreement; and (j) the requirements of any other nondiscrimination statute(s) which may apply to this Agreement.

ARTICLE 23 CONFLICT OF INTEREST

No officer, member or employee of the Contractor or subcontractors, no member of the governing body of the Contractor, and no other public officials of the Contractor who exercise any functions or responsibilities in the review or approval of this Agreement, shall participate in any decision relating to this Agreement which affects his or her personal interest, or shall have any personal or pecuniary interest, direct or indirect, in this Agreement.

ARTICLE 24 POLITICAL ACTIVITY; LOBBYING

No funds provided under this Agreement may be used in any way to attempt to influence in any manner a member of Congress to favor or oppose any legislation or appropriation by Congress, or for lobbying with state or local legislators. The Contractor, if a recipient of federal assistance exceeding $100,000 through an H-GAC subcontract, will comply with section 319, Public Law 101-121 (31 U.S.C. 1352).

ARTICLE 25 SECTARIAN INVOLVEMENT PROHIBITED

The Contractor shall ensure that no funds under this Agreement are used, either directly or indirectly, in the support of any religious or anti-religious activity, worship, or instruction.

ARTICLE 26 CRIMINAL PROVISIONS AND SANCTIONS

The Contractor agrees that it will perform the Agreement activities in conformance with safeguards against fraud and abuse as set forth by the H-GAC, the State of Texas, and the acts and regulations of the funding entity. The Contractor agrees to promptly notify H-GAC of suspected fraud, abuse or other criminal activity through the filing of a written report within twenty-four (24) hours of knowledge thereof and to notify H-GAC of any accident or incident requiring medical attention arising from its activities under this Agreement within twenty-four (24) hours of such occurrence.

Theft or willful damage to property on loan to the Contractor from H-GAC, if any, shall be reported to local law enforcement agencies and H-GAC within two (2) hours of discovery of any such act.

The Contractor further agrees to cooperate fully with H-GAC, local law enforcement agencies, the State of Texas, the Federal Bureau of Investigation and any other duly authorized investigative unit in carrying out a full investigation of all such incidents.

ARTICLE 27 TITLES NOT RESTRICTIVE

The titles assigned to the various Articles of this Agreement are for convenience only. Titles shall not be considered restrictive of the subject matter of any Article, or part of this Agreement.

ARTICLE 28 ACKNOWLEDGEMENT OF FUNDING SOURCE

The Contractor shall give credit to H-GAC and the Texas Commission on Environmental Quality (TCEQ) as the funding source for this Agreement in all oral presentations, written documents, publicity, and advertisements regarding any of the Contractor's activities which arise from this Agreement.

ARTICLE 29 DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Agreement which are not disposed of by agreement shall be decided by the Executive Director of H-GAC or his designee, who shall reduce his decision to writing and provide notice thereof to the Contractor. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such copy, the Contractor requests a rehearing from the Executive Director of H-GAC. In connection with any rehearing under this Article, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. The Contractor may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Agreement and in accordance with H-GAC's final decision.

ARTICLE 30 GOVERNING LAW; VENUE

This Agreement shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with the Agreement shall lie exclusively in Harris County, Texas, unless the laws of the State of Texas specifically establish venue in some other City.

ARTICLE 31 ORDER OF PRIORITY

In the case of any conflict between the General Provisions, the Special Provisions, and Attachments to this Agreement, the following order of priority shall be utilized: Special Provisions, General Provisions, and Attachments.

H-GAC and the Contractor have executed the Agreement as of the date first written above.

_____ _____

Jack Steele, Executive Director
Houston-Galveston Area Council

_____ _____

Date Date

ATTEST/SEAL: OPTIONAL

_____ _____

_____ _____

Date Date

ADDITIONAL SIGNATURES:

_____ _____

_____ _____

Date Date

HOUSTON-GALVESTON AREA COUNCIL
FY14 SOLID WASTE IMPLEMENTATION PROGRAM
SPECIAL CONTRACT PROVISIONS

ARTICLE 1 PERIOD OF PERFORMANCE

The period of performance of this Agreement begins on February 1, 2014 and ends on August 30, 2014.

ARTICLE 2 CONTRACT DOCUMENTS

1. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be completed or constructed in accordance with the total Agreement. Any work, materials or equipment that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result will be furnished and performed whether or not specifically called for. When words or phrases which have a well-known technical industry or trade meaning are used to describe work, materials or equipment, such words or phrases shall be interpreted in accordance with that meaning.

2. The Contract Documents which comprise the entire Agreement between H-GAC and CONTRACTOR concerning the work, listed in the order of preference in the event of a conflict, consist of the following: the Special Provisions, the General Provisions, and Attachments A – C (Scope of Services,Budget and Application).

3. The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: all Written Amendments and other documents amending, modifying or supplementing the Agreement pursuant to the General or Special Provisions. These documents will be attached to the Agreement following execution thereof.

ARTICLE 3 SCOPE OF SERVICES

All parties agree that the CONTRACTOR, in consideration of the compensation hereinafter described, shall provide the services with H-GAC approval and/or supervision as specifically described in Scope of Services, Attachment A, which is attached hereto and incorporated herein for all purposes.

The CONTRACTOR agrees to implement the Project according to the agreed upon budget shown in Contract Budget, Attachment B.

ARTICLE 4 LEGAL AUTHORITY

The CONTRACTOR warrants and assures H-GAC that it has adequate legal authority to enter into this Agreement. The CONTRACTOR's governing body where applicable has authorized the signatory official(s) to enter into this Agreement and bind the CONTRACTOR to the terms of this Agreement and any subsequent amendments hereto. The activities funded under this Agreement shall be in accordance with all provisions of this Agreement, all applicable state and local laws, rules, regulations, and guidelines. The main governing standards included, but may not be limited to the following:

1. §361.014 of the TEX. HEALTH & SAFETY CODE ANN.;
2. Title 30 Texas Administrative Code (30 TAC) Chapter 330, Section 330.649, TCEQ Rules and 30 TAC Chapter 14, TCEQ Rules;
3. The Uniform Grant and Contract Management Act, TEX GOV'T CODE ANN., §§783.001 et. Seq., and
4. The Interlocal Contract between the Texas Commission on Environmental Quality (TCEQ) and H-GAC.

This Agreement is entered into by and between the CONTRACTOR and H-GAC. Neither Texas Commission on Environmental Quality (TCEQ) nor the State of Texas is a party to this Agreement.

ARTICLE 5 H-GAC OBLIGATIONS

A. Measure of Liability

In consideration of full and satisfactory performance hereunder, H-GAC will be liable to CONTRACTOR in an amount equal to the actual costs incurred by CONTRACTOR in rendering such performance, subject to the following limitations:

1. H-GAC is not liable for expenditures made in violation of "Supplemental Funding Standards", Article 9 which outlines prohibited activities as defined by the TCEQ and the Uniform Grant and Contract Management Standards Act.

2. H-GAC is not liable for any costs incurred by CONTRACTOR in the performance of this Agreement which have not been billed to H-GAC within thirty (30) days following termination of this Agreement.

3. H-GAC is not liable to CONTRACTOR for costs incurred or performance rendered by CONTRACTOR before commencement of this Agreement or after termination of this Agreement.

4. Except as specifically authorized by H-GAC in writing, H-GAC is liable only for expenditures made in compliance with the cost principles and administrative requirements set forth in Federal OMB Circular A-87 as incorporated into UGMS.

5. Notwithstanding any other provisions of this Agreement, it is understood and agreed by the parties hereto that H-GAC's obligation under this Agreement are contingent upon actual receipt of funds from the Texas Commission on Environmental Quality to meet H-GAC liabilities hereunder. If sufficient state or federal funds are not allocated or otherwise available from H-GAC Contractor shall have no further obligation to perform its duties under this Contract once available funds have been expended.

B. Method and Schedule of Payment

1. Financial reporting. Except when submitting the Final Financial Report (see Section C), CONTRACTOR must submit to H-GAC a report detailing allowable expenditures incurred during the previous month no later than the **tenth** day following the end of each month of the period of performance for this Agreement. Allowable expenditures are set forth in Attachment B of this Agreement and are made on a reimbursement basis only. This report must be submitted on H-GAC Financial Report Form together with such reporting documentation as H-GAC may require. *(A monthly financial report is due each month even if there are no expenses to report.)*

2. Payments. Upon review and approval of each such H-GAC Financial Report Form, H-GAC will make payment to CONTRACTOR against H-GAC liabilities to be accrued hereunder.

3. If sufficient state or federal funds are not allocated or otherwise available from H-GAC, Contractor shall have no further obligation to perform its duties under this Contract once available funds have been expended. By the end of the first four months of the contract year (May 31, 2014), CONTRACTOR must have expended at least 25.0% of total funds available in the Agreement. If CONTRACTOR does not meet that expenditure level target, H-GAC may, at its discretion, de-obligate funds, with the maximum amount of the de-obligation being the difference between what the expenditures would have been at a 50.0% expenditure rate and the actual expenditure level. By the end of the sixth month of the contract year (July 31, 2014), CONTRACTOR must have expended at least 40.0% of the total funds available in the Agreement. If CONTRACTOR does not meet that expenditure level target, H-GAC may at its discretion de-obligate funds, with the maximum amount of the de-obligation being the difference between what the expenditures would have been at a 67.0% expenditure rate and the actual expenditure level. If sufficient state or federal funds are not allocated or otherwise available from H-GAC, Contractor shall have no further obligation to perform its duties under this Contract once available funds have been expended.

4. If CONTRACTOR fails to expend funds in accordance with Section 3 above, H-GAC may, through unilateral action, de-obligate funds from the Agreement, in an amount that would bring CONTRACTOR'S expenditures into line with the expenditure goals in Section 3. In addition to de-obligation of funds, H-GAC may at its discretion impose performance improvement plans upon CONTRACTOR.

C. CONTRACTOR Final Financial Report

No later than **thirty-one (31) days** following the termination of this Agreement, the CONTRACTOR must submit to H-GAC a Financial Report Form marked "Final". The final Financial Report shall notify H-GAC that no further reimbursement requests will be made against this Agreement post the final Financial Report.

ARTICLE 6 GRANT PROGRESS REPORTING REQUIREMENTS

A. The CONTRACTOR shall prepare and submit to H-GAC, *written grant progress reports* concerning performance under this Agreement documenting accomplishments, units of work and program results performed/accomplished under Attachment A of this agreement. Grant progress reports are due on the following **March 10, 2014** (covering February), **June 10, 2014** (covering March – May) and**September 10, 2014** (covering June - August).. The September 2014 report will serve as the End of Grant Term final report. End of Grant Term final grant progress report shall be provided to H-GAC at the end of the Contract period of performance. The End of Grant Term final grant progress report shall certify that the satisfactory completion of all activities and deliverables required under this Agreement. In addition, the CONTRACTOR shall submit a Follow Up Report due to H-GAC on or near September 1, 2016. Payments (reimbursements) required under this Agreement may be withheld by H-GAC until such time as any past due grant progress reports, not including Follow Up Report, are received.

B. The CONTRACTOR's *grant progress reports* required under Part A of this Article contain descriptions of activities and results for H-GAC to ensure that the provisions of this Agreement are being complied with. In particular, any legal research and related legal activities shall be clearly detailed in the quarterly grant progress reports in order to assure H-GAC that the activities are not prohibited under Article 10 of this Agreement (relating to Supplemental Funding Standards). The CONTRACTOR shall comply with any reasonable request by H-GAC for additional information on activities conducted in order for H-GAC to adequately monitor the CONTRACTOR progress in completing the requirements of and adhering to the provisions of this Agreement.

C. The CONTRACTOR agrees to document the results of the grant-funded project and to provide those results to H-GAC for use in evaluating program effectiveness and for providing regional results information to the TCEQ.

D. The CONTRACTOR's failure to comply with the requirements of this Article shall constitute a breach of this Agreement.

ARTICLE 7 FINANCIAL ADMINISTRATION OF PASS-THROUGH GRANTS

In administering a financial management system, the CONTRACTOR shall adhere to the specific standards and requirements set forth in this Section and in the UGMS, except that the requirements and processes may be more stringent than what is set forth in this Section.

A. This Agreement accounts for expenses incurred and request reimbursement of outlays under either a cash or an accrual basis, as defined and authorized under the UGMS. To be eligible for reimbursement under this Agreement, a cost must have been incurred and either paid by the CONTRACTOR prior to claiming reimbursement from H-GAC or incurred by the last day of the time period indicated on a request for reimbursement form and liquidated no later than thirty-one (31) days after the end of that time period.

B. Payments by H-GAC to CONTRACTOR shall be solely for reimbursement of actual allowable costs utilizing the same standards and requirements for cost reimbursement payments from the TCEQ to H-GAC. H-GAC shall reimburse the actual incurred costs of CONTRACTOR with no payments in advance.

C. The CONTRACTOR shall utilize a standard reimbursement form supplied to the CONTRACTOR by H-GAC. The CONTRACTOR shall submit expense documentation records as deemed necessary by H-GAC, in accordance with H-GAC's financial monitoring plan and program, to ensure that the outlays by the CONTRACTOR are authorized and appropriate.

D. H-GAC shall not reimburse or otherwise make payment to the CONTRACTOR for an expenditure that is not authorized under this Agreement. If it is determined, by either the CONTRACTOR, H-GAC, or the TCEQ that an expenditure that was reimbursed is not an authorized expense, H-GAC shall request return and reimbursement of those funds from the CONTRACTOR or, where appropriate, the application of those funds to other authorized expenses, and shall not provide any additional reimbursement to the CONTRACTOR until the funds are returned or are applied to other authorized expenses.

E. In general, expenditure documentation to be submitted to H-GAC along with the H-GAC Financial Report Form should be whatever is necessary to show that the work was indeed performed and that the expense was, in fact, incurred. In addition, the documentation should also support the fact that the expenditure was reasonable and necessary to this Agreement.

   Documents that should be submitted to H-GAC, as appropriate for the expenses, include by category, the records listed below.

   1. Salary/Wages. The CONTRACTOR shall either summarize the salary charges by listing them on the H-GAC Financial Form or submit signed and approved time sheets for each salary charge.

   2. Travel. Travel expenses must be consistent with the CONTRACTOR's locally adopted travel polices. The expenses must be supported and documented receipts for all expenses such as meals, public transportation, hotel accommodations, and airline receipts. If the CONTRACTOR does not have an approved travel policy in place, the CONTRACTOR shall use the UGMS travel policy.

   3. Equipment. Documentation should support conformance with required procurement policies and procedures. Expenditures should be supported by purchase orders (if

issued), invoices, and copies of cancelled checks. An H-GAC controlled asset (formerly known as equipment inventory) form must be completed for each equipment purchase and submitted with other supporting documentation.

4. Supplies. Supply expenses should be supported by purchase orders (if issued), invoices, and copies of cancelled checks.

5. Construction. Documentation should support conformance with required procurement policies and procedures. Expenditures should be supported by purchase orders (if issued), invoices, and copies of cancelled checks. An executed contract or other agreement is also needed for initial payment. Documentation should demonstrate that costs were reasonable and necessary.

6. Contractual. Contractual costs should be supported by all the documentation described above, e.g. labor charges by time and attendance or similar records, travel charges supported by receipts. Copies of cancelled checks for contractual payments must be submitted. An executed contract or other agreement is also needed for initial payment. Documentation should demonstrate that costs were reasonable and necessary.

7. Other. Other expenses should be supported by purchase orders (if issued), invoices, and copies of cancelled checks.

8. Indirect. The CONTRACTOR shall comply with OMB Circular A-87 as set forth in UGMS relating to Indirect Cost Rates. In accordance with the UGMS, indirect charges are authorized if the CONTRACTOR has a negotiated indirect cost rate agreement signed within the past 24 months by a federal cognizant agency or state single audit coordinating agency. Alternatively, the CONTRACTOR may be authorized to recover up to 10% of direct salary and wage costs (excluding overtime, shift premiums, and fringe benefits) as indirect costs, subject to adequate documentation. If the CONTRACTOR has an approved cost allocation plan, the CONTRACTOR must submit documentation of the approved indirect rate to H-GAC prior to the initial request for reimbursement.

F. If requested by H-GAC, the CONTRACTOR agrees to provide to H-GAC, copies of the appropriate cancelled checks and the additional expense records and documentation materials, as listed in Section (E) of this Article and appropriate for the expense, for the time period requested by H-GAC, except that the CONTRACTOR will not be asked to submit records that have already been provided to H-GAC with a Financial Report Form. H-GAC will provide reasonable time for the CONTRACTOR to comply with a request for additional records. If H-GAC requests to review additional records to be provided by the CONTRACTOR under H-GAC's financial monitoring program, H-GAC will review those records and provide the CONTRACTOR a written summary of the findings of that review. H-GAC will also allow the CONTRACTOR reasonable time to respond to any findings of noncompliance or other problems identified by the records review.

G. The CONTRACTOR shall notify and obtain written approval by H-GAC of the specific details of an expense or purchase set forth in this Section, if those expenses were not already authorized under this Agreement.

1. Changes in personnel whose salaries will be funded under this Agreement.
2. Out-of state travel to training events and conferences.
3. Equipment, construction, or contractual expenses.
4. Other category expenses not specifically authorized in this Agreement.

ARTICLE 8 STANDARDS FOR CONTRACTOR'S PERFORMANCE

1. In accordance with TCEQ guidance, H-GAC is required to monitor the CONTRACTOR's performance under this Agreement. Therefore, CONTRACTOR agrees that the following are appropriate standards for CONTRACTOR's performance during the Agreement as set forth in this Section.

   a. Timeliness of Work. Standard: Work is provided on schedule.

   b. Quality of Work. Standard: CONTRACTOR's Work conforms to the requirements of the contract and is technically accurate.

   c. Subcontract Activities. Standard: CONTRACTOR's subcontract and subgrant activities comply with all H-GAC Agreement requirements regarding subcontracts especially competitive procurement methods for goods and services, use of required subcontract provisions, and monitoring performance of subcontractors and SUBPERFORMING PARTYs.

   d. Administrative and Financial Operations. Standards: CONTRACTOR's administrative and financial operations comply with all obligations in law and in the contract especially record-keeping, reimbursement requests, audits, allowable costs, and restricted expenditures.

2. Performance Measures. H-GAC will monitor CONTRACTOR's performance and evaluate the level of compliance with the standards utilizing the following performance measures:

   - Satisfactory: CONTRACTOR generally complied with the standard consistently; occasional deficiencies may have occurred which were corrected on a timely basis.

   - Unsatisfactory: Significant deficiencies have occurred, or CONTRACTOR frequently or substantially failed to comply with the standard.

3. Schedule Of Remedies Available to H-GAC. The following Schedule of Remedies applies to this contract in the event of substandard performance or other failure to conform to the requirements of the contract or applicable law as set forth in this Section.

   a. Reject substandard performance and request corrections without charge to H-GAC.

b. Issue notice of substandard performance or other non-conforming act or omission.

c. Request and receive return of any over payments or inappropriate payments.

d. Reject reimbursement request and suspend payment pending accepted revision of substandard performance or non-conformity.

e. Suspend all or part of the work and/or payments pending accepted revision of substandard performance or non-conformity.

f. Reject reimbursement requested and withhold all or partial payments. Funds may be retained by H-GAC for recovery of administrative costs or returned to funding source as authorized by agreements with the funding source and by state or federal law.

g. Terminate the contract, demand and receive: return of all equipment purchased with contract funds, return of all unexpended funds, and repayment of expended funds.

If H-GAC evaluation finds CONTRACTOR's performance to be substandard, H-GAC may provide its written evaluation report to other governmental entities at any time. H-GAC may also provide its written evaluation report to the public as authorized by law.

4. Cumulative Remedies. H-GAC may avail itself of any remedy or sanction provided in this Agreement or in law to recover any losses arising from or caused by the CONTRACTOR's substandard performance or any non-conformity with the Agreement or the law. The remedies and sanctions available to H-GAC in this Agreement shall not limit the remedies available to H-GAC under law.

   The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto, and, in particular but without limitation, the Schedule of Remedies, obligations imposed upon CONTRACTOR by these General Conditions, and all other rights and remedies available to H-GAC thereunder, are in addition to, and are not to be in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available, by Laws or Regulations, by special warranty or guarantee or by other provisions of the Agreement, and the provisions of this paragraph will be as effective as if repeated specifically in the Agreement in connection with each particular duty, obligation, right and remedy to which they apply.

ARTICLE 9 STANDARDS APPLICABLE TO PASS-THROUGH GRANT PROJECTS

The standards and requirements set forth in this Article shall apply to all pass-through grant projects selected for funding under this Agreement. The CONTRACTOR shall be responsible for ensuring that the pass-through grant projects and activities under this Agreement comply with these standards.

A. Eligible Pass-through Grant Recipients.

Only those local and regional political subdivisions located within the State of Texas as listed below are eligible to receive funding from H-GAC as a pass-through grant:

- Cities;
- Counties;
- Public school districts (does not include Universities or post secondary educational institutions); and
- Other general and special law districts created in accordance with state law, and with the authority and responsibility for water quality protection or municipal solid waste management, to include river authorities.

B. Pass-through Grant Project Categories.

The category specific funding limitations outlined for each category shall apply to all uses of funds under pass-through grant projects conducted for that category.

1. Local Enforcement. This category consists of projects that contribute to the prevention of illegal dumping of municipal solid waste, including liquid wastes. Under this category, grant recipients may investigate illegal dumping problems; enforce laws and regulations pertaining to the illegal dumping of municipal solid waste, including liquid waste; establish a program to monitor the collection and transport of municipal liquid wastes, through administration of a manifesting system; and educate the public on illegal dumping laws and regulations.
2. Litter and Illegal Dumping Cleanup and Community Collection Events: Litter and illegal dumping cleanup may include both ongoing and periodic activities to clean up litter and illegal dumping of MSW, excluding cleanup of scrap tire dumping sites. Projects under this category may support Lake and River Cleanup events, conducted in conjunction with the TCEQ's and Keep Texas Beautiful Lake and River Cleanup program. Eligible expenses include waste removal, disposal or recycling of removed materials, fencing and barriers; and signage. Placement of trash collection receptacles in public areas with chronic littering problems may also be funded. Reuse or recycling options should be considered for managing the materials collected through these efforts, to the extent feasible. Cleanup of hazardous waste will not be eligible for funding.

   Periodic community collection events to provide for collection of residential waste materials for which there is not a readily available collection alternative, may also be funded. This type of project may not include regular solid waste collection efforts, such as weekly waste collection. Collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system. Funds may not be used for the disposal of collected wastes.

3. Source Reduction and Recycling. This category may include projects that are intended to provide a direct and measurable effect on reducing the amount of MSW going into landfills, by diverting materials from the MSW disposal stream for recycling or reuse, or by reducing waste generation at the source. This category does not include the collection, processing, and/or recycling of scrap tires. Funded activities may include: diversion from the waste stream and/or collection, processing for transport, and transportation of materials for reuse and/or recycling; implementation of efficiency improvements in order to increase source reduction and recycling, to include full-cost accounting systems and cost-based rate structures, establishment of a solid waste services enterprise fund, and mechanisms to track and assess the level of recycling activity in the community on a regular basis; and educational and promotional activities to increase source reduction and recycling.

4. Local Solid Waste Management Plans. This category includes projects to develop and/or amend local solid waste management plans by local governments, in accordance with Subchapter D, Chapter 363, Texas Health & Safety Code, as implemented by state rule, Subchapter O, 30 TAC Chapter 330.

5. Citizens' Collection Stations and "Small" Registered Transfer Stations. This category includes projects to construct and equip MSW collection facilities in areas of the state that are underserved by collection services or lack public access to proper disposal facilities. Projects funded under this category include citizens' collection stations, as these facilities are defined under the TCEQ's MSW regulations (30 TAC Chapter 330); and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under §330.9(b)(1) through §330.11(e)(4) of the regulations. Funds may not be used for the disposal of collected wastes. Projects funded for these types of facilities shall include consideration of an integrated approach to solid waste management, to include providing recycling services at the site, if appropriate to the management system in place.

6. Household Hazardous Waste Management. This category includes projects that provide a means for the collection, recycling, reuse, and/or proper disposal of household hazardous waste, including household chemicals, used oil and oil filters, antifreeze, lead-acid batteries, household electronics, and other materials. This category does not include programs and facilities for collecting, recycling, or disposing of scrap tires, except as may be an ancillary part of the overall program or facility. Funded activities can include: collection events; consolidation and transportation costs associated with collection activities; recycling or reuse of materials; proper disposal of materials; permanent collection facilities, and education and public awareness programs.

7. Technical Studies. This category includes projects for the collection of pertinent data, analysis of issues and needs, evaluation of alternative solutions, public input, and recommended actions to assist in making solid waste management decisions at the local or regional level. Projects under this category may also include research and investigations to determine the location, boundaries, and contents of closed municipal

solid waste landfills and sites, and to assess possible risks to human health or the environment associated with those landfills and sites.

8. Educational and Training Projects. Educational components are encouraged under the other categories in order to better ensure public participation in projects; those educational components should be funded as part of those projects and not separately under this category. This category may be used for "stand-alone" educational projects dealing with a variety of solid waste management topics.

9. Other Types of Projects. Other types of projects, not specifically prohibited from funding under the more detailed funding standards and restrictions set forth in Article 10, may be funded on a case-by-case basis. The project or project category must be included in H-GAC's amended regional solid waste management plan.

ARTICLE 10 SUPPLEMENTAL FUNDING STANDARDS

Unless authorization is specifically provided in accordance with the special provisions of this Agreement or in accordance with Attachment B of this Agreement, the CONTRACTOR shall ensure that funds provided under this Agreement are not used for the following activities, programs, or projects:

- The provision of the UGMS issued by the Office of the Governor apply to the use of these funds, as well as the supplement financial administration guidance established by TCEQ to be applied under all contracts, *TCEQ Allowable Expenditures Guidelines.*

- Recipients of funds under this Agreement, including subcontractors, shall comply will all applicable state and local laws and regulations pertaining to the use of state funds, including laws concerning the procurement of goods and services and competitive purchasing requirements.

- Funds may not be provided through a subcontract to any public or private entity that is barred from participating in state contract by the Texas Building and Procurement Commission, under the provisions of §2155.077, Government Code.

- Public and private entities subject to payment of state solid waste disposal fees and whose payments are in arrears, as determined by TCEQ, may not receive funds under this Agreement through a subcontract.

- In accordance with §361.014(b), Texas Health and Safety Code, a project or service funded under this Agreement must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services. Under this definition, the term private industry included non-profit and not-for-profit non-governmental entities.

- All equipment and facilities purchased or constructed with funds provided under this Agreement shall be used for the purpose intended in the funding agreement.

- A project or service funded under this Agreement must be consistent with the H-GAC approved regional solid waste management plan, and must be intended to implement the goals, objectives, and priorities established in the regional plan.

- Funds may not be used to acquire land or an interest in land.

- Funds may not be used to supplant existing funds. In particular, staff positions where the assigned functions will remain the same and that were active at the time of the funding application or proposal, and were funded from a source other than a previous solid waste grant, may not be funded.

- Funds may not be used for food or entertainment expenses, including refreshments at meetings and other functions. This provision does not apply to authorized employee per diem expenses for food cost incurred while on travel status.

- Funds may not be used for payment of salaries to any employee who uses alcoholic beverages on active duty. Funds may not be used for the purchase of alcoholic beverages, including travel expenses reimbursed with these funds.

- Funds may not be used for employment or otherwise contracts for services of a lobbyist or for dues to an organization which employs or otherwise contracts for the services of a lobbyist.

- Funds may only be used for projects or programs for managing municipal solid waste. Funds may not be used for programs dealing with wastes that are not considered municipal solid waste, including programs dealing with industrial or hazardous waste.

- Except as may be specifically authorized in this Article or elsewhere in this Agreement, funds may not be used for expenses related to projects or facilities that require a permit from the TCEQ and/or that are located within the boundaries of a permitted facility, including landfills, wastewater treatment plants, and other facilities. This provision, however, may be waived by the TCEQ, at its discretion, for otherwise eligible activities to be located at a closed permitted facility and/or for recycling activities that will take place within the boundaries of an open facility. Recycling activities that may qualify for such a waiver may include recyclables collection, composting, and land application of bio-solids for beneficial use. The applicant and/or H-GAC will request a preliminary determination from the TCEQ as to the eligibility of the project prior to consideration for funding.

- Projects or facilities requiring a registration from the TCEQ, and which are otherwise eligible for funding must have received the registration before the project funding is awarded.

- Except as may be specifically authorized in this Article or elsewhere in this Agreement, funds may not be used for activities related to the collection or disposal of municipal solid waste. This restriction includes: solid waste collection and transportation to a disposal facility; waste combustion (incineration or waste-to-energy); processing for reducing the volume of solid waste which is to be disposed of; landfills and landfill-related facilities, equipment, or activities, including closure or post-closure care of a permitted landfill unit; or other activities and facilities associated with the disposal of municipal solid waste. This provision does not apply to activities specifically included under an authorized project category.

- Funds may not be used to assist an entity or individual to comply with an existing or pending federal, state, or local agreement or enforcement action. This restriction includes assistance to an entity to comply with an order to clean up and/or remediate problems at an illegal dumpsite. However, the TCEQ may waive this restriction, at its discretion and on a limited case-by-case basis, to address immediate threats to human health or the environment, and where it is demonstrated that the responsible party does not have the resources to comply with the order.

- Funds may not be used to pay penalties imposed on an entity for violation of federal, state, or local laws and regulations. This restriction includes expenses for conducting a supplemental environmental project (SEP) under a federal or state order or penalty. Funds may be used in conjunction with SEP funds to support the same project.

Local Enforcement

- As provided by the General Appropriations Act (80th Leg. R.S.), funds may not be expended to any law enforcement agency regulated by Chapter 1701, Texas Occupations Code, unless: (a) the law enforcement agency is in compliance with all rules on Law Enforcement Standards and Education; or (b) the Texas Commission on Law Enforcement certifies that the requesting agency is in the process of achieving compliance with such rules.

- When funding is to be provided for salaries of local enforcement officers, the funds recipient must certify that at least one of the officers has attended or will attend within the term of the funding the TCEQ's Criminal Environmental Law Enforcement Training or equivalent training.

- Local enforcement vehicles and related enforcement equipment purchased entirely with funds provided under this program may only be used for activities to enforce laws and regulations pertaining to littering and illegal dumping, and may not be used for other code enforcement or law enforcement activities. Vehicles and equipment that are only partially funded must be dedicated for use in local enforcement activities for a percentage of time equal to the proportion of the purchase expense funded.

- Entities receiving funds for a local enforcement officer, enforcement vehicles, and/or related equipment for use by an enforcement officer, must investigate major illegal dumping problems, on both public and private property, in addition to investigating

general litter problems on public property.

- Entities receiving funds to conduct a local enforcement program must cooperate with the TCEQ's regional investigative staff in identifying and investigating illegal dumping problems. Lack of cooperation with the TCEQ staff may constitute a reason to withhold future funding to that entity for local enforcement activities.

- Funds may not be used for investigation and enforcement activities related to the illegal dumping of industrial and/or hazardous waste. Instances where industrial or hazardous waste is discovered at a site do not preclude the investigation of that site, so long as the intent and focus of the investigation and enforcement activities are on the illegal dumping of municipal solid waste.

- Grant funds may not be used for either the cleanup of illegal disposal sites or the transportation and/or disposal of wastes collected during such cleanups.

Litter and Illegal Dumping Cleanup and Community Collection Events

- Lake and River Cleanup events must be coordinated with the TCEQ's cleanup program staff and/or the Keep Texas Beautiful organization, which is contracted by the TCEQ to administer the Lake and River Cleanup program.

- Projects funded to clean up the litter or illegal dumping on private property must be conducted through a local government sponsor or H-GAC. Funds may not be provided directly to a private landowner or other private responsible party for cleanup expenses. The local government sponsor or H-GAC must either contract for and oversee the cleanup work, or conduct the work with its own employees and equipment.

- The costs for cleanup of hazardous waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment.

- The costs of cleanup of Class 1 nonhazardous industrial waste that may be found at a municipal solid waste site must be funded from other sources, unless a waiver from this restriction is granted by the TCEQ to deal with immediate threats to human health or the environment. The cleanup of Class 2 and 3 nonhazardous industrial waste that may be found at a municipal solid waste site may be funded in conjunction with the cleanup of the municipal solid waste found at a site.

- All notification, assessment, and cleanup requirements pertaining to the release of wastes or other chemicals of concern, as required under federal, state, and local laws and regulations, including 30 TAC Chapter 330, TCEQ's MSW Regulations, and 30 TAC Chapter 350, TCEQ's Risk Reduction Regulations, must be complied with as part of any activities funded under this program.

- All materials cleaned up using funds provided under this Agreement must be properly disposed of or otherwise properly managed in accordance with all applicable laws and

regulations. To the extent feasible, it is recommended that the materials removed from a site be reused or recycled. For projects to clean up large amounts of materials, H-GAC will consider withholding at least ten (10%) percent of the reimbursements under a pass-through grant or subcontract, until documentation is provided that the cleanup work has been completed and the materials properly managed.

- Periodic community collection events, to provide for collection and proper disposal of non-recyclable residential waste materials for which there is not a readily-available collection alternative, may be funded. This type of project may not include regular solid waste collection activities, such as weekly waste collection. Funded collection events may be held no more frequently than four times per year, and must only be intended to provide residents an opportunity to dispose of hard-to-collect materials, such as large and bulky items that are not picked up under the regular collection system, and might otherwise be illegally dumped by residents.

Source Reduction and Recycling

- Any program or project funded under this Agreement with the intent of demonstrating the use of products made from recycled and/or reused materials shall have as its primary purpose the education and training of residents, governmental officials, private entities, and others to encourage a market for using these materials.

Local Solid Waste Management Plans

- All local solid waste management plans funded under this Agreement must be consistent with H-GAC's regional solid waste management plan, and prepared in accordance with Subchapter O of the TCEQ's Municipal Solid Waste regulations (30 TAC Subchapter O, Chapter 330) and the Content and Format Guidelines provided by the TCEQ. At least one year should be allowed for the completion and adoption of the local plan.

Citizens' Collection Stations and "Small" Registered Transfer Stations

- The design and construction of citizens' collection stations, as those facilities are defined under 30 TAC Chapter 330, TCEQ Regulations, may be funded. The costs associated with operating a citizens' collection station once it is completed may not be funded.

- The design and construction of small municipal solid waste and liquid waste transfer stations that qualify for registration under §330.9(b) or a notification under §330.11(e), TCEQ Rules, may be funded. Other permitted or registered transfer stations may not be funded. A municipal solid waste transfer facility may be eligible for a registration if it serves a municipality with a population of less than 50,000, or a City with a population of less than 85,000, or is used in the transfer of 125 tons or less of municipal solid waste per day. A liquid waste transfer station may qualify for a registration if it will receive less than 32,000 gallons or less per day. The costs associated with operating a transfer station once it is completed may not be funded. A Citizens' Collection Station funded and constructed under the solid waste grants program which does not charge customers for services rendered qualifies to pursue implementation project funding under this agreement to cover periodic maintenance costs associated with the free services provided.

Household Hazardous Waste Management

- All household hazardous waste collection, recycling, and/or disposal activities must be coordinated with the TCEQ's HHW program staff, and all applicable laws, regulations, guidelines, and reporting requirements must be followed.

- First-time applicants may request funds for disposal costs. Second and subsequent year requests will be considered at the discretion of the Solid Waste Management Committee (SWMC).

Technical Studies

- All technical studies funded under this program must be consistent with H-GAC's regional solid waste management plan, and prepared in accordance with guidelines provided by the TCEQ.

Educational and Training Projects

- Educational and training programs and projects funded under this Agreement must be primarily related to the management of municipal solid waste, and funds applied to a broader education program may only be used for those portions of the program pertaining to municipal solid waste.

ARTICLE 11 TITLE TO AND MANAGEMENT OF REAL PROPERTY AND EQUIPMENT

Subject to the obligations and conditions set forth in this Agreement, title to real property and equipment (together hereafter referred to in this Article as "property") acquired under this Agreement will vest, upon acquisition or construction, throughout the term of this Agreement, in the name of the CONTRACTOR.

1. Subject to the provisions of this Agreement and as otherwise provided by state statutes, property acquired or replaced under this Agreement or a pass-through grant contract shall be used for the duration of its normally expected useful life to support the purposes of this Agreement whether or not the original projects or programs continue to be supported by state funds.

2. The CONTRACTOR shall not grant or allow to a third party a security interest in any original or replacement property purchased or constructed with funds made available to the CONTRACTOR under this Agreement.

3. The use of property acquired under this Agreement, both during the term of this Agreement and for the useful life of the property or until compensation is provided to H-GAC/TCEQ for the applicable percentage share of the fair market value of the property, shall be in compliance with §361.014(b) of the TEXAS HEALTH & SAFETY CODE ANN., which directs that a project or service funded under this program must promote cooperation between public and private entities and may not be otherwise readily available or create a competitive advantage over a private industry that provides recycling or solid waste services.

4. The CONTRACTOR may develop and use their own property management systems, which must conform with all applicable federal, state, and local laws, rules and regulations. If an adequate system for accounting for property owned by the CONTRACTOR is not in place or is not used properly, the Property Accounting System Manual issued by the State Comptroller of Public Accounts will be used as a guide for establishing such a system. The property management system used by the CONTRACTOR must meet the requirements set forth in this Section.

   - Property records must be maintained that include a description of the property, a serial number or other identification number, the source of the property, who holds title, the acquisition date, and the cost of the property, percentage of state participation in the cost of the property, the location, use and condition of the property, and any ultimate disposition data including the date of disposal and sale price of the property.

   - A physical inventory of all equipment acquired or replaced under this Agreement shall be conducted no less frequently than once every two years and the results of such inventories reconciled with the appropriate property records. Property control procedures utilized by the CONTRACTOR shall include adequate safeguards to prevent loss, damage, or theft of the acquired property. Any loss, damage, or theft shall be investigated. The CONTRACTOR shall develop and carry out a program of property maintenance as necessary to keep both originally acquired and any replaced property in good condition, and to utilize proper sales procedures to ensure the highest possible return, in the event such property is sold.

   - Certain types of equipment are classified as "controlled assets" and are subject to annual revision. In accordance with the UGMS, the CONTRACTOR should contact the Texas Comptroller of Public Accounts' property accounting staff or review the Comptroller's State Property Accounting User's Guide available on the Internet, for the most current listing. Firearms shall be maintained on the CONTRACTOR's inventory system irrespective of cost, and the following equipment with costs between $500 and $4,999.99 shall be maintained on the inventory system: (1) stereo systems, (2) still and video cameras, (3) facsimile machines, (4) video recorders (VCRs), laserdisc players, camcorders, and VCR/TV combinations , (5) desktop CPUs, printers, data projectors, portable CPU laptops; and (6) cellular and portable telephones. All single unit acquisitions greater than $5,000.00 shall be maintained on the inventory system.

5. The CONTRACTOR, respectively, may for the purpose of replacing property acquired under this Agreement, either trade in or sell the property and use the proceeds of such trade-in or sale to offset the cost of acquiring needed replacement property.

6. The CONTRACTOR agrees that if a determination is made that any property acquired with funds provided under this Agreement with a current per-unit fair market value of $5,000 or more is no longer needed for the originally authorized purpose, H-GAC/TCEQ

has the right to require disposition of the property by the CONTRACTOR in accordance with the provisions of this Article.

7. When, during the useful life of property acquired with grant funds under this Agreement by the CONTRACTOR and with a current per-unit fair market value of $5,000 or more, the property is no longer needed for the originally authorized purpose, the CONTRACTOR agrees to request disposition instructions from H-GAC/TCEQ. The CONTRACTOR shall request authorization from H-GAC/TCEQ to provide disposition instructions to the pass-through grant recipient. Disposition instructions shall solicit, at a minimum, information on the source and amount of funds used in acquiring the property, the date acquired, the fair market value and how the value was determined (e.g., by appraisal, bids, etc.), and the proposed use of the proceeds. The assessment of whether to authorize the proposed disposition of the property must include a determination that the disposition plan will comply with the private industry provisions of §361.014(b) of the TEXAS HEALTH & SAFETY CODE ANN. In cases where the CONTRACTOR fails to take appropriate disposition actions, H-GAC/TCEQ may direct the CONTRACTOR to take disposition actions. The disposition instructions may provide for one of the alternatives as set forth in this Section.

   - Retain title, sell, or otherwise disposed of with no obligation to compensate H-GAC/TCEQ.

   - Retain title after compensating H-GAC/TCEQ. The amount due will be computed by applying the percentage of state-funded participation in the cost of the original purchase to the fair market value of the property.

   - Sell the property and compensate H-GAC/TCEQ. The amount due will be calculated by applying H-GAC/TCEQ's percentage of participation in the cost of the original purchase to the proceeds of the sale after deduction of any actual and reasonable selling and fixing-up expenses. If the grant is still active, the net proceeds from sale may be offset against the original cost of the property. When the CONTRACTOR is directed to sell property, sales procedures shall be followed that provide for competition to the extent practicable and result in the highest possible return.

   - Transfer title to H-GAC/TCEQ, or to a third-party designated/approved by H-GAC/TCEQ. If the CONTRACTOR participated financially in the original purchase of the property, the CONTRACTOR may be authorized payment from the receiving party of an amount calculated by applying the percentage of the participation in the original purchase of the property to the current fair market value of the property.

8. Items of property with a current per-unit fair market value of less than $5,000 may be retained, sold or otherwise disposed of by the CONTRACTOR with no further obligation to H-GAC/TCEQ. Methods used to determine per-unit fair market value must be documented, kept on file and made available to H-GAC/TCEQ upon request.

9. Real property must be maintained on an Inventory and is subject to the requirements of UGMS, Part III, Subpart C, .31. Subject to the obligations and conditions set forth in this Agreement, title to real property acquired under this Agreement by the CONTRACTOR will vest upon acquisition or construction in the CONTRACTOR respectively.

ARTICLE 12 INSURANCE

H-GAC understands that CONTRACTOR is governed by the Texas Tort Claims Act, Chapter 101.001 et seq., Texas Civil Practice and Remedies Code Ann., as amended, which sets forth certain limitations and restrictions on the types of liability and the types of insurance coverage that can be required of CONTRACTOR. H-GAC further understands that CONTRACTOR in effect has either adequate coverage to meet claims under the Act or is self-insured for all claims falling within the Texas Tort Claims Act. H-GAC further understands that CONTRACTOR is self-insured for workers compensation insurance as provided by Chapter 504, Texas Labor Code Ann., as amended.

ARTICLE 13 HISTORICALLY UNDERUTILIZED BUSINESSES (HUBS)

The CONTRACTOR agrees that qualified Historically Underutilized Businesses (HUBs) shall have the maximum practicable opportunity to participate in the performance of this Agreement.

ARTICLE 14 ENERGY EFFICIENCY STANDARDS

The CONTRACTOR shall follow standards and policies on energy efficiency which are contained in the Texas State Energy Conservation Plan.

ARTICLE 15 LAWS AND REGULATIONS

The CONTRACTOR shall give all notices and comply with all Laws and Regulations applicable to furnishing and performance of the work. Except where otherwise expressly required by applicable Laws and Regulations, H-GAC shall not be responsible for monitoring Agreement's compliance with any Laws or Regulations.

If the CONTRACTOR performs any work knowing or having reason to know that it is contrary to Laws or Regulations, the CONTRACTOR shall bear all claims, costs, losses and damages caused by, arising out of or resulting therefrom.

ARTICLE 16 UNIFORM GRANT AND CONTRACT MANAGEMENT ACT

The provisions of Uniform Grant and Contract Management Act, TEXAS GOVERNMENT CODE, Chapter 783 applies to this Agreement, all amendments thereto, and all subcontracts and sub-agreements. Compliance with the conditions and requirements contained therein is necessary for the satisfactory performance of the services and work required under this Agreement.

ARTICLE 17 DATA AND PUBLICITY

All data and other information developed under this Agreement shall be furnished to H-GAC and shall be public data and information except to the extent that it is exempted from public access by the Texas Public Information Act, TEX. GOV'T CODE Chapter 552 ("Act"). Upon termination of this Agreement, all copies of data and information shall be furnished, at no charge to H-GAC and TCEQ, upon request, to include databases prepared using funds provided under this Agreement, and become the property of H-GAC and TCEQ. Except as otherwise provided by the Agreement or the Act, the CONTRACTOR shall not provide data generated or otherwise obtained in the performance of its responsibilities under this Agreement to any party other than the State of Texas and its authorized agents.

ARTICLE 18 ACKNOWLEDGMENT OF FINANCIAL SUPPORT

The CONTRACTOR shall acknowledge the financial support of H-GAC and the TCEQ and the State of Texas whenever work funded, in whole or part, by this Agreement is publicized or reported in news media or publications. All reports and other documents completed as a part of this Agreement, other than documents prepared exclusively for internal use within the CONTRACTOR, shall carry the following notation on the front cover or title page.

PREPARED IN COOPERATION WITH THE HOUSTON-GALVESTON AREA COUNCIL AND TEXAS COMMISSION ON ENVIRONMENTAL QUALITY.

The preparation of this report was financed through grants from the State of Texas through the Texas Commission on Environmental Quality and the Houston-Galveston Area Council.

ARTICLE 19 DESIGN REVIEW

The CONTRACTOR shall comply with and incorporate into the applicable design and related data all H-GAC review comments and subsequent design instructions. Compliance will be assumed, unless H-GAC is advised in writing over the signature of the CONTRACTOR to the contrary, giving detailed and complete justification for such proposed exception.

ARTICLE 20 PERMITS AND APPROVALS

The CONTRACTOR shall obtain applicable drawing and specification approvals and permits from government authorities and governing bodies as may be required for the design of the Project. All changes that may be required, to the drawings, specifications, or both of these that are necessary to obtain these approvals, are within the scope of services of the Agreement.

Unless otherwise provided in the Agreement, the CONTRACTOR shall obtain and pay for all construction permits and licenses. The CONTRACTOR shall pay all charges of utility owners for connections to the work, and the CONTRACTOR shall pay all charges of such utility owners for capital costs related thereto such as plant investment fees.

ARTICLE 21 REQUIREMENT OF REGISTRATION OF DESIGNERS

The design of architectural, structural, mechanical, electrical, civil, or other engineering features of the work shall be accomplished or reviewed and approved by architects or engineers registered to practice in the particular profession field involved in the State of Texas.

ARTICLE 22 MUNICIPAL SOLID WASTE DISPOSAL AND TRANSPORTATION REVENUE FEE

It is the understanding of the parties that the source of the funds provided by H-GAC and TCEQ is the Municipal Solid Waste Disposal and Transportation Revenue Fee (MSWDTRF). Due to demands upon that source for funds necessary to protect the health and safety of the public, it is possible that the funds contained in the MSWDTRF will be depleted prior to completion of this Agreement. The parties agree that all funding arranged under this Agreement is subject to sufficient funds in the MSWDTRF.

ARTICLE 23 SAFETY AND PROTECTION

Where applicable, the CONTRACTOR shall be responsible for requiring subcontractors and subgrantees to maintain and supervise all necessary safety precautions and programs in connection with the work. The CONTRACTOR shall take all necessary safety precautions.

ARTICLE 24 HAZARDOUS SUBSTANCES, WASTE DISPOSAL AND MANIFESTS

The CONTRACTOR, subcontractors and sub-grantees must comply with all applicable Laws and Regulations, including but not limited, to those relating to hazardous substances, waste disposal and manifests.

ARTICLE 25 INTELLECTUAL PROPERTY REQUIREMENTS

Intellectual Property requirements as set forth in this Section.

1. Royalties and Patent Fees. CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use or possession in the performance of the work or the incorporation in the work of any Intellectual Property.

2. Disclosure of Intellectual Property Produced during the work. CONTRACTOR shall promptly notify H-GAC of all Intellectual Property which CONTRACTOR or CONTRACTOR's employees, subcontractors, or subcontractor's employees may *produce*, either solely or jointly with others, during the course of the work. In addition, CONTRACTOR shall promptly notify H-GAC of all Intellectual Property to which CONTRACTOR may acquire rights in connection with the performance of the work. Any notification under this paragraph shall contain sufficient technical detail to convey a clear understanding of the Intellectual Property, and shall identify any publication, sale, public use, or impending publication. Promptly upon request, CONTRACTOR shall supply such additional information as H-GAC may request.

3. Grant of License. With respect to such Intellectual Property as is (i) incorporated in the work (other than Intellectual Property for which H-GAC/TCEQ already possesses equal or greater Intellectual Property Rights by virtue of this Agreement or otherwise), (ii) *produced* by CONTRACTOR or CONTRACTOR's employees, subcontractors, or subcontractor's employees during the course of performing the work, or (iii) specifically identified in the Supplemental Conditions as Intellectual Property to which Intellectual Property Rights are granted pursuant to this paragraph, CONTRACTOR hereby grants to H-GAC and TCEQ (i) a nonexclusive, perpetual, irrevocable, enterprise-wide license to reproduce, publish, or otherwise use such Intellectual Property and associated use documentation, and (ii) a nonexclusive, perpetual, irrevocable, enterprise-wide license to authorize others to reproduce, publish, or otherwise use such Intellectual Property for H-GAC and TCEQ's purposes.

4. Modification; Derivative Works. H-GAC and/or TCEQ shall have the right, in its own discretion, to independently modify any Intellectual Property to which license is granted herein for H-GAC and/or TCEQ's own purposes and use, through the services of its own employees or independent contractors. H-GAC and/or TCEQ shall own all Intellectual Property Rights to such modifications. CONTRACTOR shall not incorporate any such modifications into its Intellectual Property for distribution to third parties unless it first obtains a license from H-GAC and/or TCEQ.

5. CONTRACTOR shall comply with all Laws and Regulations relating to Intellectual Property. CONTRACTOR represents and warrants to H-GAC that CONTRACTOR will not infringe any Intellectual Property Right of any third party. CONTRACTOR further represents and warrants to H-GAC that in the course of performing the work it will not use or possess any Intellectual Property owned by a third party without paying any required royalty or patent fees. CONTRACTOR warrants that it has full title in and ownership of the Intellectual Property and any enhancements, updates or other modifications, or that it has full power and authority to grant all licenses granted herein, and that such license use by H-GAC will in no way constitute an infringement or other violation of any Intellectual Property right of any third party. The CONTRACTOR warrants that it shall have, throughout any applicable license term hereunder, free and clear title to, or the right to possess, use sell, transfer, assign, license, or sublicense, products that are licensed or provided hereunder to H-GAC by CONTRACTOR. Except as permitted in the Agreement, CONTRACTOR shall not create or permit the creation of any lien, encumbrance, or security interest in the work or any part thereof, or any product licensed or provided hereunder to H-GAC for which title has not yet passed to H-GAC, without the prior written consent of H-GAC. CONTRACTOR represents and warrants to H-GAC that neither it nor any other company or individual performing the work is under any obligation to assign or give to any third party any Intellectual Property rights granted or assigned to H-GAC, or reserved by H-GAC, pursuant to the Agreement.

6. CONTRACTOR expressly acknowledges that state funds may not be expended in connection with the purchase of an automated information system unless that system meets certain statutory requirements under section 2157.003 of the Government Code,

relating to accessibility by persons with visual impairments. Accordingly, the CONTRACTOR represents and warrants to H-GAC that the technology provided to H-GAC for purchase is capable, either by virtue of features included within the technology or because it is readily adaptable by use with other technology, of (1) providing equivalent access for effective use by both visual and non-visual means; (2) presenting information, including prompts used for interactive communications, in formats intended for non-visual use; and (3) being integrated into networks for obtaining, retrieving, and disseminating information used by individuals who are not blind or visually impaired. For purposes of this paragraph, the phrase "equivalent access" means a substantially similar ability to communicate with or make use of the technology, either directly by features incorporated within the technology or by other reasonable means such as assistive devices or services which would constitute reasonable accommodations under the Americans with Disabilities Act or similar state or federal laws. Examples of methods by which equivalent access may be provided include, but are not limited to, keyboard alternatives to mouse commands and other means of navigating graphical displays, and customizable display appearance.

7. The CONTRACTOR shall include provisions adequate to effectuate the purposes of this paragraph in all subcontracts and sub-grants under this Agreement in the course of which Intellectual Property may be produced or acquired.

ARTICLE 26 ACCOUNTING SYSTEMS

The CONTRACTOR shall have an accounting system which accounts for costs in accordance with generally accepted accounting standards or principles and complies with applicable State law, regulations, and policies relating to accounting standards or principles. The CONTRACTOR must account for costs in a manner consistent with such standards or principles.

ARTICLE 27 SURVIVAL OF OBLIGATIONS

All representations, indemnifications, warranties and guarantees made in, required by or given in accordance with the Agreement, as well as all continuing obligations indicated in the Agreement, will survive final payment, completion and acceptance of the work and termination or completion of the Agreement.

ARTICLE 28 CONTRACTUAL COSTS

CONTRACTOR's contractual costs must comply with allowable cost requirements. CONTRACTORS which are governmental entities must engage in contractor selection on a competitive basis in accordance with their established policies. If CONTRACTOR has no competitive procurement policy or is a private entity, CONTRACTOR must generally select contractors by evaluation and comparison of price, quality of goods or services and past performance. All subgrants awarded by the CONTRACTOR under this Agreement shall be in accordance with Subpart C, Sec.__.37, Subsection (b) of the State Uniform Administrative Requirements for Grants and Cooperative Agreements as set forth in Part III of the ***Uniform Grant Management Standards*** adopted by the Governor's Office of Budget and Planning.

ARTICLE 29 AUTHORIZED REPRESENTATIVES

A. H-GAC hereby designates the person in Exhibit 1, Project Representative, as the individual authorized to give direction to the CONTRACTOR for the purposes of this Agreement. The H-GAC Project Representative shall not be deemed to have authority to bind H-GAC in Agreement unless the EXECUTIVE DIRECTOR of H-GAC has delegated such authority.

B. Immediately upon receiving the Purchase Order or Notice of Award, the CONTRACTOR shall identify, as its Project Representative, the person authorized to receive direction from H-GAC, to manage the work being performed, and to act on behalf of the CONTRACTOR. The CONTRACTOR Project Representative shall be deemed to have authority to bind the CONTRACTOR in Agreement unless the CONTRACTOR, in writing, specifically limits or denies such authority to the CONTRACTOR Project Representative.

C. Either party may change its Project Representative. In addition, the Project Representative of either party may further delegate his or her authority as necessary, including any delegation of authority to a new Project Representative. The party making the change in Project Representative shall provide written notice of the change to the other party.

D. The CONTRACTOR shall ensure that its Project Representative, or his or her delegate, is available at all times for consultation with H-GAC.

Exhibit 1

H-GAC hereby designates the individuals named below as the person authorized to receive direction from the TCEQ, to manage the work being performed, and to act on behalf of H-GAC as a Project Representative:

Primary: Cheryl Mergo
Sustainable Development Program Manager
Houston-Galveston Area Council
P.O. Box 22777
Houston, Texas 77227-2777
TEL - 713-993-4520 FAX 713- 993-4503
Email address: cheryl.mergo@h-gac.com

ATTACHMENT A
Galveston County

Project Description: Galveston County will use grant funds to purchase a truck and the needed truck accessories for an Environmental Crimes Unit Investigator. They will also purchase a camera to be used in the prosecution of illegal dumping offenses.

Task I: Participate in Mandatory Grants Administration Workshop
Activity and/or Deliverable – A Mandatory Grants Administration Workshop will be hosted by H-GAC in February 2014 for FY14 Solid Waste Implementation Grant program and financial staff. Both program and financial representatives are required to participate.

Schedule of Activity and/or Deliverable (in weeks or months) – 1 month.

Task II: Purchase the Truck and Accessories
Activity and/or Deliverable – Purchase a truck, graphic displays for the truck, emergency equipment, truck tool box, window tinting, and spray-in bed liner. Make sure to follow all County procurement procedures.

Schedule of Activity and/or Deliverable (in weeks or months) – 2-7 months.

Task III: Purchase the Camera
Activity and/or Deliverable – County will purchase a camera to be used in the prosecution of illegal dumping. Wireless data service for the camera will also be purchased. Make sure to follow all County procurement procedures.

Schedule of Activity and/or Deliverable (in weeks or months) – 2-7 months.

Task IV: Progress Reporting
Activity and/or Deliverable – Progress Reports will be submitted to H-GAC. H-GAC will provide the appropriate reporting forms. Forms must be submitted even if there is no activity to report. Follow-up report will be submitted at a later date to be determined.

- Due dates for Progress Reports

  March 10, 2014 (February)
  June 10, 2014 (March – May)
  September 10, 2014 (June – August)
  Follow Up Report – September 2016

Schedule of Activity and/or Deliverable (in weeks or months) – As scheduled above. If the 10th day of the month falls on a weekend or holiday the report is due the following business day.

Task V: Financial Reporting
Activity and/or Deliverable - Financial reporting with appropriate documentation will be submitted monthly to H-GAC for reimbursement. H-GAC will provide the appropriate financial forms. Forms must be submitted even if no reimbursement is requested.

Schedule of Activity and/or Deliverable (in weeks or months) – Monthly on the 10th. Final reimbursement request is due 31 days after grant termination. If the 10th day of the month falls on a weekend or holiday the report is due the following business day.

Task VI: Additional Reporting

Activity and/or Deliverable – The City will respond to surveys and/or other requests from H-GAC or TCEQ for information on municipal solid waste management activities.

Schedule of Activity and/or Deliverable (in weeks or months) – As requested.

ATTACHMENT B
Contract Budget
Galveston County

GRANT BUDGET SUMMARY	
Budget Categories	**H-GAC SBM WBIF Grant Funding**
1. Personnel (Salary)	$0.00
2. Fringe Benefits	$0.00
3. Travel	$0.00
4. Supplies (unit cost of less than $1,000)	$0.00
5. Equipment (unit cost of $1000 or more)	$16,834.00
6. Construction	$0.00
7. Contractual (other than for construction)	$0.00
8. Other	$6,545.00
9. Indirect charges	$0.00
TOTAL	$43,379.00

10. Fringe Benefit Rate:	0%
11. Indirect Cost Rate:	0.000%

1. Personnel (Salary)

Position	Function	Status (FT/PT) perm/temp	Monthly Salary	Time (%FTE)	Salary Funded
			$0.00	0%	$0.00
			$0.00	0%	$0.00
			$0.00	0%	$0.00
			$0.00	0%	$0.00
			$0.00	0%	$0.00

3. Travel

Position	Purpose of travel	Travel Funded
		$0.00
		$0.00
		$0.00
		$0.00
		$0.00

4. Supplies

Type of Supplies	Supplies Funded
	$0.00
	$0.00
	$0.00
	$0.00
	$0.00

5. Equipment

Equipment	Purpose	Model	Unit Cost	No. of Units	Equipment Funded
Truck	Transport environmental officer	2014 Ford F-150	$31,334.00	1	$31,334.00
IP Camera System	Identification of illegal dumpers	0445-004	$5,500.00	1	$5,500.00
			$0.00	0	$0.00
			$0.00	0	$0.00
			$0.00	0	$0.00

6. Construction

Type of Construction	Sub-Contracted (Y/N)	Construction Funded
		$0.00
		$0.00

7. Contractual

Contractor	Purpose	Contract Funded
		$0.00
		$0.00
		$0.00

8. Other

Type Other	Description	Other Funded
Postage / Delivery		$0.00
Postage / Delivery		$0.00
Utilities		$0.00
Printing / Reproduction		$0.00
Signage	Vehicle graphic displays	$780.00
Record Storage		$0.00
Office Space		$0.00
Basic Office Furnishings		$0.00
Equipment Rentals		$0.00
Books / Subscriptions		$0.00
Repair / Maintenance		$0.00
Legal Services		$0.00
Temporary Services		$0.00

	Description	Unit Cost	No. of Units	Other / Equip. Funded
Recycling Bins		$0.00		$0.00
Recycling Bins		$0.00		$0.00
Personal Protective Equipment		$0.00		$0.00
Personal Protective Equipment		$0.00		$0.00
Personal Protective Equipment		$0.00		$0.00
Computer Hardware		$0.00		$0.00
Computer Software		$0.00		$0.00
Audio/Visual Equipment		$0.00		$0.00
Audio/Visual Equipment		$0.00		$0.00
Educational Item		$0.00		$0.00
Educational Item		$0.00		$0.00
Other Equipment (<$5,000)	vehicle's emergency equipment	$3,600.00	1	$3,600.00
Other Equipment (<$5,000)		$0.00		$0.00
Additional Other	Wireless data service/Verizon	$1,200.00	1	$1,200.00
Additional Other	Bed mount truck tool box	$440.00	1	$440.00
Additional Other	Window tinting for truck	$115.00	1	$115.00
Additional Other	Spray-in bedliner for truck	$410.00	1	$410.00
Additional Other		$0.00		$0.00
Additional Other		$0.00		$0.00

Information

Applicant/Receiving Party:

Galveston County

Primary Project Contact - Authorized Representative:

Perry Larvin

Street Address:

601 54th Street

City:	***State:***	***Zip Code:***	***County:***
Galveston	Texas	77510	Galveston

Primary Financial Contact - Authorized Representative:

Cynthia Pagan

Street Address:

722 Moody

City:	***State:***	***Zip Code:***
Galveston	Texas	77550

Department/Division:

Sheriff's Office

Project Contact Title:

Detective

Primary Project Contact's Direct Telephone/Fax:

409-766-4516 /409-765-3270

Email Address:

perry.larvin@co.galveston.tx.us

Financial Contact Title:

County Grants Manager

Primary Financial Contact's Direct Telephone/Fax:

409-770-5355 /409-766-2539

Email Address:

cynthia.pagan@co.galveston.tx.us

Eligible Entities

To be eligible for this grant program you must fit into one of the categories listed below.

County

Grant/Project Information (Pick ONE Category Only)

Project Title:

Galveston County Sheriff's Office Environmental Crimes Unit

Which grant category does this program fall under?

Local Enforcement

Population Served by Project:

291,309

Proposed Funding:

Grant Request:	$43,379
Applicant's Match:	$0
Total Project Amount:	$43,379

BRIEF Project Description:

The project encompasses: the education, enforcement, investigation and prosecution of environmental laws involving improper disposal of solid waste.

Budget Categories	Funding Request

1. Personnel (Salary)	$0
2. Fringe Benefits	$0
3. Travel	$0
4. Supplies (unit cost of less than $1,000)	$0
5. Equipment (unit cost of $5,000 or more)	$31,334
6. Construction	$0
7. Contractual (other than for Construction)	$0
8. Other	$12,045
9. Indirect charges	$0
TOTAL	**$43,379**

1. Personnel (Salary)

Position	Function	Status FT/PT, perm/temp	Monthly Salary	Time (%FTE)	# of Months	Salary Request
				%		$0

Narrative:

3. Travel

Position	Destination	Purpose	Travel Request

Narrative:

4. Supplies (Unit cost of less than $1,000)

Description	Purpose	Supply Request

Narrative:

5. Equipment (Unit price of $5,000 or more)

Description	Purpose	Equipment Request
2014 Ford F-150 Supercrew truck	Transportation	$31,334

Narrative:

This vehicle will enhance the ECU's enforcement of illegal dumping with a four-wheel drive vehicle to access remote areas and be a mobile billboard which discourages illegal dumping and educates the public by having graphic displays, such as "Don't Mess with Texas", "Keep Texas Beautiful", "Sheriff's Office Environmental Crimes Unit" and "To report Illegal Dumping call 409-766-4516". The four-door truck will allow the space to carry additional personnel when needed and for storage.

6. Construction

Description	Purpose	Sub-Contracted	Construction Request

Narrative:

7. Contractual

Contractor	Purpose	Contractual Request

Narrative:

8. Other

Type Other	Description	Purpose	Other Request
Postage/Delivery			
Telephone/Fax			
Utilities			
Printing/Reproduction			
Advertising/Public Notices			
Signage	vehicle graphic displays	education and contact information	$780
Training/Registration Fees			
Dues/Membership Fees			
Office Space			
Basic Office Furnishings			
Equipment Rentals			
Books/Subscriptions			
Repair/Maintenance			
Legal Services			
Temporary Services			

Narrative:

The vehicle's graphic displays will be a mobile billboard which discourages illegal dumping and educates the public by having graphic displays, such as: "Don't Mess with Texas", "Keep Texas Beautiful", "Sheriff's Office Environmental Crimes Unit" and "To report Illegal Dumping call 409-766-4516".

Type Other (Cont.)	Description	Purpose	No. of Units	Other Request
Recycling Bins				
Recycling Bins				
Personal Protective Equip.				
Personal Protective Equip.				
Personal Protective Equip.				

Computer Hardware				
Computer Software				
Audio/Visual Equipment	IP Camera System	surveilling/ obtaining evidence for prosecution	1	$5,500
Audio/Visual Equipment				
Educational Item				
Educational Item				
Educational Item				
Other Equip. (<$5,000)				
Other Equip. (<$5,000)	vehicle's emergency Equipment	assist in enforement functions	1	$3,600
Other Equip. (<$5,000)				
Additional Other	Wireless data service/ Verizon	wireless service for two years	1	$1,200
Additional Other	bed amount vehicle tool box	storage of equipment	1	$440
Additional Other	window tinting for vehicle	preservation of vehicle	1	$115
Additional Other	spray-in bedliner for vehicle	preservation of vehicle	1	$410

Narrative:

The Internet Provider (IP) camera system (a pole camera) will be used in the prosecution of illegal dumping offenses. The emergency equipment (as listed in attached quote) is necessary for enforcement functions and safety aspects. The accessories; a spray-in bed-liner and tinted windows; both of which protects and preserves the vehicle. The wireless data service service is needed to operate the camera system. The bed-mounted tool box allows for additional storage of equipment.

9. Indirect Charges

Identify your indirect rate. Identify, in detail, each budget category to which your indirect cost rate applies and explain any special conditions under which the rate will be applied.	Indirect Cost Rate (%)	Indirect Request

Project Merits and Needs: *(Up to 40 Points)*

Project Title:

GCSO Environmental Crimes Unit

Need for Project:

This project will enhance GCSO ECU's aggressive fight against illegal dumping of solid waste. The vehicle will be utilized in the education, investigation and prosecution of illegal dumping of solid waste and the abatement of junked vehicles. This vehicle will replace the vehicle purchased with 2005 H-GAC Solid Waste Grant funds still used daily by the GCSO ECU Investigator. However, the current 2 wheel drive vehicle has over 111,000 miles and is starting to accumulate expensive repair costs. The requested graphic displays for the vehicle would serve as a mobile billboard advertisement, reminding the public that Galveston County has a designated enforcement unit for littering and illegal dumping of solid waste. It will also have the contact information for the GCSO ECU. The requested vehicle will be performing multiple law enforcement functions including investigating dump sites, executing traffic stops on violators involved in illegal dumping, and enforcement of the Galveston County Junked Vehicle Abatement Program. The requested Internet Provider camera system is a vital tool needed to aggressively investigate and prosecute offenses involving illegal dumping. The camera system will allow ECU to have dedicated monitoring of known dump sites. Currently, we borrow another agency's camera system, which is not always readily available. ECU also assists cities, other counties, and State agencies by positioning camera(s) at known and/or supsected locations of illegal dumping of solid waste. We have recently used the borrowed camera system to assist Texas City PD and Texas Parks and Wildlife's Special Investigations Unit (environmental crimes) to assist in investigating cases. Furthermore, Galveston County and State budget restraints

have resulted in the elimination of positions and consolidation of programs related to enforcement of solid waste. Said budget restraints have caused those agencies to refer complaints to the ECU.

Objective:

The objective of the GCSO ECU and this proposed grant project are to protect the public health and the environment through the enforcement of the Texas Health and Safety Code, Sections 341, 343 and 365, and the Galveston County Sheriff's Office Junked Vehicle Abatement Program.

Project Feasibility:

This project will reinvest in and augment the existing GCSO ECU program. This program will be improved by having a 4 wheel drive vehicle to better access remote dump sites on the Bolivar Peninsula and rural parts of the County. It will also provide a dedicated camera system for monitoring habitual dump sites. A full time GCSO investigator staffs the ECU and is assisted by the Galveston County Nuisance Abatement Officer and a shared administrative assistant/analyst. Complaints are received from citizens by phone, at public meetings, GCSO dispatch, and referrals from elected officials, other departments, cities, and State agencies. ECU educates citizens at public meetings and provides training to other entities when requested. Effectiveness is measured by convictions of illegal dumpers, public outreach, and amount of solid waste removed. ECU received HGAC funding in 2005 for personnel, 2 vehicles and equipment. Unfortunately, our record were destroyed by Hurricane Ike.

Outreach and Education:

ECU attends and presents at public meetings, County Commissioners Court, Community Outreach programs and other environmental enforcement programs; and educates the public through enforcement. ECU will display graphics on the vehicle, such as: Report Illegal Dumping to 409-766-4516, Don't Mess with Texas, Keep Texas Beautiful, etc. This will be a constant reminder not to dump. The vehicle will promote keeping Texas clean throughout the County while investigating solid waste complaints. Our outreach program extends to visitors/tourists via our "Paper or Plastic" program by educating beach goers verbally and by signs to not litter at the beach. The program distributes trash bags for people to clean their area of the beach and issues littering citations when necessary. Throughout the summer, the County Road and Bridge Department places 5 30-yard dumpsters on the beach to supplement solid waste disposal in addition to existing trash barrels.

Innovation:

The camera system is specifically innovating for Galveston County, as no other environmental unit in the County has such equipment to combat illegal dumping of solid waste. This system would allow ECU to constantly monitor and record at known dump sites. The limited resources of ECU have restricted such a purchase. However, periodically ECU has borrowed a similar system that has proven to be a highly effective tool in identifying violators involved in illegal dumping. The system allows the investigator to review a two to three day period in approximately an hour. Therefore the camera system itself makes the investigator more efficient in his duties. The borrowed camera system has enabled ECU to make five prosecutable illegal dumping cases over a cumulative two-month period which would not have been possible without the camera system. Furthermore, the camera system can be accessed and controlled by a GCSO laptop, which can be mounted in the vehicle; providing greater mobility and accessibility. The camera is an efficient and proven technological investigative technique in the fight against illegal dumping of solid waste. The requested vehicle, equipped with four-wheel drive is practical and necessary to allow ECU the ability to safely access remote rural areas (fields, pastures, unimproved right-of-ways, etc), including 22 miles of beach on the Bolivar Peninsula. Historically, these remote rural areas and beach are known for illegal dumping sites. The graphic displays on the vehicle would be innovating for Galveston County. It would serve as a mobile billboard advertisement, educating and reminding the public not to litter and to report acts of illegal dumping. There is no other such vehicle in Galveston County.

Local Resources and Commitments: *(Up to 25 Points)*

Ability to Sustain Project:

Galveston County and its Sheriff's Office have shown its commitment to ECU by continuing to fund the program after initially receiving H-GAC funding in 2005. The ECU investigator, Perry Larvin is dedicated to the program and has over 24 years of law enforcement experience; 20 of those years as an investigator and the past two as the ECU Investigator. Larvin has a Bachelor of Science in Criminal Justice - Law Enforcement Science from Sam Houston State University and hold a Master Peace Officer Certificate from TCLEOSE. Garret Foskit is the Galveston County Nuisance Abatement Officer, who holds a Basic Peace Officer Certificate, a Bachelor of Science in

Forestry, a Professional Sanitarian and Code Enforcement Certification with the State of Texas, and has 18+ yrs of experience in investigating environmental issues. Foskit is also dedicated to the ECU program.

Matching Funds or In-Kind Services:

Galveston County Sheriff's Office funds a full time investigator assigned to the ECU. The County has also dedicated approximately $50,000 through the Nuisance Abatement Program towards solid waste disposal for trash bags, food and water for inmate and volunteer labor, waste tire disposal trailers, and dumpsters for heavy trash drop-off weekends. Brush/timber is chipped and given away as mulch and metals collected during special drop-off weekends are separated and recycled. The Junked Vehicle Abatement Program removes junked vehicles from private property. The vehicles are currently handled by a salvage yard that reuses and recycles the vehicle (TxDOT rules apply). If ECU receives the funding, the current unit will be sold and its proceeds will be reinvested in the ECU program.

Partnerships:

ECU works with the following state agencies TCEQ, TPW, and GLO (abandoned boats); with all cities within the County, the Galveston County Health District, Road Department and Parks Department. We also assist other agencies outside the county when requested.

Supporting Documentation:

File Name	Date
estimate for vehicle.pdf	10-08-2013
estimate for camera and Verizon.pdf	10-08-2013
Toolbox-Tint-hitch.pdf	10-08-2013
Vehicle emergency equipment.pdf	10-08-2013
101513Minutes.pdf	10-18-2013
estimate on Logos.pdf	10-08-2013

Project Evaluation: *(Up to 25 Points)*

Economic Viability:

This purchase is a capitol investment and therefore will not need additional H-GAC funding. This vehicle is expected to last GCSO ECU at least 5 years and the camera system even longer.

Cost Per Impacted Capita: $0.148

$43, 379 (cost of project)/292,000 (population of Galveston County) = $0.148 per capita

Anticipated Effectiveness:

This project will enhance an already successful program by providing a reliable and better equipped vehicle, promotion of the ECU program, and a dedicated camera system.

Measures of Success:

The success of the project will be measures by an increase in citizen complaints, arrests, prosecution, amount of illegally dumped solid waste removed and a reduction of dump sites throughout the county.

Staff

Are enforcement staff certified peace officers?

Yes

How many employees are in the environmental enforcement program?

One, plus the assistance of the County Nuisance Abatement Officer

Equipment

If you are requesting funds to purchase equipment, what will the equipment be used for?

The requested vehicle will be utilized by the ECU investigator in the fight against illegal dumping of solid waste. It will be a mobile billboard, reminding the public to not illegally dispose of solid waste; as well as providing contact information to report such incidents. The four-door truck will provide additional space for personnel. The emergency equipment will assist in multiple enforcement functions, such as executing traffic stops and traffic control during litter cleanups. The vehicle accessories: tinted windows and spray in bed-liner will help preserve the vehicle. The toolbox will provide additional secured equipment storage. The IP Camera System will allow ECU to have dedicated coverage and documentation of habitual dump sites, providing evidence for prosecution.

How often will the equipment be used?

Daily

Do you have adequate space to store the equipment?

Yes

Will the equipment be used for solid waste purposes 100% of the time?

Yes

If not, what is the percentage of time it will be used for solid waste purposes?

Existing Programs

Is this an existing program?

Yes

Date of inception

10/01/2005

Have you received past grant funding for your local environmental enforcement program?

Yes

If you answered yes to the above question, describe how funding is improving or supporting the program.

In 2005 GCSO ECU received grant funding for a vehicle and said vehicle is still being used by the ECU Investigator. The request vehicle is to replace the program's current vehicle and add graphic displays which promote the reporting of illegal dumping and as a friendly reminder not to illegal dump solid waste. The requested vehicle will be utilized for traffic stops and other law enforcement activities. The project will also enable ECU is have an IP Camera System dedicated to combating illegal dumping offenses.

Prosecution

Are cases handled civilly, criminally, or both?

Criminally

Do you have the support of your management and elected officials to adequately prosecute offenders? Describe.

Yes, the Galveston County Sheriff's Office is committed to the ECU program. The program is also supported by the elected officials of the county. The County Judge and members of

Commissioners Court show support through funding and physically participating in cleanups. The sheriff's office has continued to fund the ECU. The local Justice of Precinct Court Judges take environmental offenses seriously and created a youth offender program specifically geared towards cleaning neighborhood ditches. The District Attorney's Office has a prosecutor designed to handle environmental crimes.

For what percent of cases has a responsible party been found in the last two years?

70%

What percent of cases, for which a responsible party was found, were prosecuted during the last two years?

65%

What has been your success rate during the last two years at having fines assessed for cases prosecuted?

99%

What is the total amount of fines assessed during the last two years?

$4250.00

Training

If staff will require training have you planned for this in your budget or otherwise?

n/a

Educational Component

What educational items will you be purchasing?

The requested educational items are the graphic displays for the vehicle.

What is the specific purpose and message of the education items?

To remind the public to not illegally dispose of solid waste and to show the public that Galveston County has an aggressive stance against illegal dumping, by advertising the contact information to report such incidents.

Describe your distribution plan of the items?

The graphic displays will be permanently affixed to the requested vehicle, providing a mobile billboard throughout Galveston County. The mobile billboard will receive a lot of exposure, since the ECU investigator spends the majority of his time traveling throughout the county, responding to complaints involving the improper disposal of solid waste.

CONSISTENCY WITH REGIONAL SOLID WASTE MANAGEMENT PLAN

Evaluation of Consistency with Regional Solid Waste Management Plan:

Is proposed project consistent with H-GAC's regional plan?

Specifically, the project is consistent with H-GAC's regional plan by promoting services and technical support to local and regional solid waste management planning in its efforts to identify areas with litter and illegal dumping problems.

PRIVATE INDUSTRY NOTIFICATION

Private Industry Notification: List of Other Entities Which Provide a Similar or Related Service. *FOR PROJECT TYPES LISTED, THIS SECTION MUST BE COMPLETE IN ORDER TO BE CONSIDERED FOR FUNDING*

This section is applicable only to the following grant categories:

a. Source Reduction and Recycling

b. Citizens' Collection Stations and "Small" Registered Transfer Stations

c. A demonstration project under the Education and Training project category

According to state law, a project or service funded under this program must promote cooperation between public and private entities (by definition includes non-profit organizations), and may not be otherwise readily available or create a competitive advantage over a private industry (by definition includes non-profit organizations) that provides recycling or solid waste services. If the proposed project provides a service, in the spaces below, list all known private service providers in the affected geographic area known to provide a similar or related service and summary your discussion with the providers. You must comply with the notification requirements. Please attach additional pages if needed.

Private Service Providers Contacted	Name and Position	Date Notified	Method of Contact

Summaries of Discussions with Private Industry

SIMILAR PROGRAMS

List similar programs that you have visited and/or researched.

County/Neighboring Jurisdiction	Contact Name	Date of Contact	Summary
Houston PD ECU	Stephen Dicker	10-04-2013	request example for grant narrative
Fort Bend CO. ECU	Troy Scalco	10-04-2013	request example for grant narrative

Signature

✔ By checking this box, the Applicant certifies that it has reviewed the certifications, assurances and deliverables included in this application, that all certifications are true and correct, that assurances have been reviewed and understood, and that all required deliverables are included with this application submittal.

Name:

Mark Henry

Title:

County Judge

Date Signed:

10-15-2013

Application #12

CALDWELL COUNTRY FORD-CHEVROLET

800 HWY 21 E. CALDWELL, TEXAS 77836

BUYBOARD 358-10

End User: GALVESTON COUNTY

Caldwell Rep: ALAN WILEY 254 865-9112

Contact: RUBEN BARROW

Date: 30-Sep-13

Product Description: FORD VEHICLES

A. Bid Series: PROGRAM 113

A. Base Price: $ 28,086.00

B. Published Options [Itemize each below]

Code	Options	Bid Price	Code	Options	Bid Price
W1E	2014 FORD F150 SUPERCREW	INCL		CHOOSE COLOR	COLOR
300A	XLT 4X4 SHORT BED	INCL			
	TILT/CRUISE	INCL			
	5.0L FLEX FUEL V8 GAS	INCL			
	6-SPEED AUTOMATIC	INCL			
	AM-FM CD W/SYNC	INCL			
	CLOTH 40-20-40 SEAT	INCL			
	CARPET WITH FLOOR MATS	INCL			
	AIR CONDITIONING	INCL			
	CHROME BUMPERS	INCL			
	POWER WINDOWS-LOCKS	INCL			
	POWER MIRRORS	INCL			
	TRAILER TOW PACKAGE	INCL			

Total of B. Published Options: $ -

C. Unpublished Options [Itemize each below, not to exceed 25%] $= 0.0 %

Options	Bid Price	Options	Bid Price
PLEASE FAX PURCHASE ORDERS TO	NOTE		
254 865-9118			
alan@caldwellcountry.com	E-MAIL		
ESTIMATED DELIVERY IN 60-90 DAYS	NOTE		

Total of C. Unpublished Options: $ -

D. Contract Price Adjustment: _____

E. Delivery Charges: 0 miles @ $.93/mile — $ -

F. Total of A + B + C + D + E = F — $ 28,086.00

G. Quantity Ordered 1 x F = — $ 28,086.00

H. BUYBOARD FEE $400.00 PER PURCHASE ORDER — $ 400.00

I. Non-Equip Charges & Credits _____

J. TOTAL PURCHASE PRICE INCLUDING BUYBOARD FEE — $ 28,486.00

Application #12

SURVEILLANCE VIDEO .COM

YAHOO! SHOPPING

Buyer Protection shop with confidence ★★★★★

Call for Expert Advice, Tips, Suggestions and Information
800.955.5201
8.30 AM to 6 PM, EST, Monday to Friday
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Items in Cart: 0 Sub Total: $0.00
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Backed by 35 years of Experience in the Security Industry

Insert Item code, Name or keyword Search

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UPS FREE SHIPPING on orders over $500. Use Coupon code "freeups" at checkout

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- 24-48 Hour Response

- Shop by Brand -

Monthly Specials
Monthly Specials
SONY BLOW OUT SALE
SONY BLOW OUT SALE
Security Camera Systems
Budget Systems Line
1 Camera Security Systems
2 Camera Security Systems
4 Camera Security Systems
6 Camera Security Systems
8 Camera Security Systems
16 Camera Security Systems
General Security Cameras
Fixed Box Cameras
Wireless Cameras
Infrared Security Cameras
Dome Cameras
Bullet Cameras
Vandalproof Cameras
Pan Tilt and Zoom Cameras
Network IP Cameras
Covert Spy Cameras
Mini Board Cameras
Vehicle Surveillance
Video Recorders
Standalone DVR's
PC Based DVR's
PCI DVR Cards For PC's
Time Lapse Recorders
Network Recording Solutions
Network Video Rec. Software
Network Video Recorders
Remote Monitoring
Remote Video Solutions
Monitors & Mounts
Monochrome CRT Monitors
Color CRT Monitors
Color LCD Monitors
Big Screen Monitors
PC & Rack Mount Monitors
CCTV Monitor / TV Brackets
Accessories & Tools
Connectors
Camera Lenses

home Browse Manufacturers AXIS SPECIALIZES IN PROFESSIONAL NETWORK VIDEO CAMERAS

AXIS NETWORK CAMERAS

AXIS, 0445-004, Q6035-E, HDTV 1080P COMPLIANT OUTDOOR READY, IP66 AND NEMA 4X-RATED, PTZ DOME CAMERA WITH 20X OPTICAL ZOOM

next page (Axis, 0448-001, M3114-R M12 2mm, Fixed Dome Camera With Rugged Design, Adapted For Mobile Video Surveillance)

Axis, 0445-004, Q6035-E, HDTV 1080p Compliant Outdoor Ready, IP66 And NEMA 4X-Rated, PTZ Dome Camera With 20x Optical Zoom

Part# 0445-004

Price $3,949.81

Item Rating:

Rate This Item! Usually ships

Availability the next business day

Shipping Info Click Here Quantity 1

Add to Cart

Like 0 0

Enlarge

For immediate assistance, please call 800.955.5201

Forward to friend » Submit Price Match »

Request a Call » Add to Wishlist »

Axis, 0445-004, Q6035-E, HDTV 1080p Compliant Outdoor Ready, IP66 And NEMA 4X-Rated, PTZ Dome Camera With 20x Optical Zoom
Our Price : $3,949.81
Surveillance Video Part Number # 0445-004
For immediate service please contact us Toll-Free 1(800)955-5201

Overview Customer Reviews Testimonials

The 0445-004 from Axis is a Q6035-E, HDTV 1080p compliant outdoor-ready, IP66 and NEMA 4X-rated, PTZ dome camera with 20x optical zoom. For the highest video quality and performance, AXIS Q6035-E PTZ Dome Camera is the choice. Designed for the most demanding applications, the outdoor-ready PTZ dome provides HDTV coverage of large areas, great details when zooming in, and high-speed pan/tilt performance. It is ideal for city and perimeter surveillance, as well as at airports and seaports.The HDTV 1080p complies with the SMPTE 274M standard regarding a 1920x1080 pixel resolution (twice the resolution of HDTV 720p), full frame rate at 25/30 frames per second, HDTV color fidelity and a 16:9 format. AXIS Q6035-E also supports 50/60 frames per second in HDTV 720p, ideal for applications that require the capture of quick movements and smoother video. Due to the HDTV 1080p resolution, the camera's 20x optical zoom with autofocus provides extremely detailed zoomed-in views that are comparable to a 4CIF-resolution camera with more than twice the optical zoom. AXIS Q6035-E supports day/night functionality for clear video even in low light conditions, and wide dynamic range for better visibility of objects in dark and light areas of a scene.

Features:

Features
• HDTV 1080p 25/30 fps as well as
• HDTV 720p 50/60 fps
• Day/night and H.264

Cables
Power Supplies
Tools
Camera Brackets
Housings & Brackets
Quads & Multiplexers
Video Distribution
Time Lapse / DVR Lock Boxes
CCTV Warning Signs
Other Accessories
Shop By Brand

Open and Refurbished Items.

Product Demos Live, In action

View select cameras and digital video recorders live over the Internet

View Live Demos >

- 20x optical zoom
- Outdoor-ready with Arctic Temperature Control
- Active Gatekeeper and tour recording
- Power over Ethernet Plus (IEEE 802.3at)

Specifications	Value
Model	0445-004
Image Sensor	1/2.8 progressive scan CMOS
Lens	f=4.7 - 94 mm, F1.6 - 3.5 autofocus, automatic day/night, horizontal angle of view: 54.1° - 2.9° in HDTV 1080p horizontal angle of view: 37.6° - 2° in HDTV 720p
Minimum Illumination	Color: 0.8 lux at 30 IRE F1.6 B/W: 0.04 lux at 30 IRE F1.6
Shutter Time	1/30000 s to 1/4 s
Pan/Tilt/Zoom	Tilt: 220°, 0.05° – 450°/s
Pan/Tilt/Zoom Functionalities	Tour recording, guard tour, control queue On-screen directional indicator
Video Compression	H.264 (MPEG-4 Part 10/AVC) Motion JPEG
Audio Streaming	Two-way
Audio Compression	AAC-LC 8/16 kHz, G.711 PCM 8 kHz, G.726 ADPCM 8 kHz Configurable bit rate
Data Streaming	Event data
Installation Aid	Pixel counter
Casing	IP66- and NEMA 4X-rated metal casing (aluminum), sunshield (PC/ASA)
Memory	256 MB RAM, 128 MB Flash
Operating Conditions	-40 °C to 50 °C (-40 °F to 122 °F) Arctic Temperature Control enables camera start-up at temperatures as low as -40 °C (-40 °F) Humidity 10 - 100% RH (condensing)
Weight	7.7 lb

Add to Cart

PDF Specifications Sheet

1 Specification Sheet

Download

Yes, I need Help / More Info / Expert Advise

Please Call Me

Just give us your name and number and our experts will call you

My Name

My Number (111-111-1111)

Eastern Standard Time (EST)

Preferred Time

Security Code

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Number

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- Knowledge Corner
- Surveillance News
- Video Player
- Articles

Calculations

- Lens Size
- Field of View
- Voltage Calculator

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Security Monitors | Quad Multiplexers Splitters | Accessories | Specials | Site Map | Other Trusted Sites

Digital Video Security Camera Systems | Low Light Home Security Cameras Bullet Security Camera Systems DVR Home Security Camera Systems Home Security Camera Resolution | Digital / Analog Home Security Cameras | Board Security Camera System | Dome Security Camera Systems | PTZ Dome Security Cameras | Fixed Home Security Camera System | Network Security Cameras

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Surveillance-video.com is UpFront

Ask Us

GX440-LTE-VZ Cellular Gateway

Manufacturer - Sierra Wireless

Product ID
Part #: GX440-LTE-VZ Series

Data / Specs
Download PDF

Availability
Select option for availability

Pricing & Options

Price: $799.00 – $899.00

Options - Select -
Power - Select -
Qty: 1
Add to Cart

Request Quote | Email Product Info

Description

Sierra Wireless AirLink GX440 LTE Cellular Modem for Verizon, Precision GPS Receiver, 10/100 Base TX Ethernet Port, RS232 Serial Port, and USB Port, SMA(F) Primary Cellular Antenna Connection, SMA(F) Rx Diversity Antenna Connection, SMA(F) GPS Antenna Connection. (Please Select Options and Power.)

Details [+ / -]

Product ID	Description	Price	Qty.	Add
GX440-LTE-VZ-AC	Sierra Wireless AirLink GX440 LTE Cellular Modem for Verizon, Includes AC Power adapter, Precision GPS Receiver, 10/100 Base TX Ethernet Port, RS232 Serial Port, and USB Port, SMA(F) Primary Cellular Antenna Connection, SMA(F) Rx Diversity Antenna Connection, SMA(F) GPS Antenna Connection. (Manufacturer Pt #1101413)	$799.00	1	+
GX440-LTE-VZ-DC	Sierra Wireless AirLink GX440 LTE Cellular Modem for Verizon, Includes DC Power cable, Precision GPS Receiver, 10/100 Base TX Ethernet Port, RS232 Serial Port, and USB Port, SMA(F) Primary Cellular Antenna Connection, SMA(F) Rx Diversity Antenna Connection, SMA(F) GPS Antenna Connection. (Manufacturer Pt #1101414)	$799.00	1	+
GX440-LTE-VZ-IO-AC	Sierra Wireless AirLink GX440 LTE Cellular Modem for Verizon with I/O X-card Installed, Includes AC Power, Precision GPS Receiver, 10/100 Base TX Ethernet Port, RS232 Serial Port, and USB Port, SMA(F) Primary Cellular Antenna Connection, SMA(F) Rx Diversity Antenna Connection, SMA(F) GPS Antenna Connection, SMA(F)-RP for WIFI. (Manufacturer Pt #1101816).	$899.00	1	+
GX440-LTE-VZ-IO-DC	Sierra Wireless AirLink GX440 LTE Cellular Modem for Verizon with I/O X-card Installed, Includes DC Power, Precision GPS Receiver, 10/100 Base TX Ethernet Port, RS232 Serial Port, and USB Port, SMA(F) Primary Cellular Antenna Connection, SMA(F) Rx Diversity Antenna Connection, SMA(F) GPS Antenna Connection, SMA(F)-RP for WIFI. (Manufacturer Pt #1101881).	$899.00	1	+
GX440-LTE-VZ-WIFI-AC	Sierra Wireless AirLink GX440 LTE Cellular Modem for Verizon with WIFI, Includes AC Power, Precision GPS Receiver, 10/100 Base TX Ethernet Port, RS232 Serial Port, and USB Port, SMA (F) Primary Cellular Antenna Connection, SMA(F) Rx Diversity Antenna Connection, SMA(F) GPS Antenna Connection, SMA (F)-RP for WIFI. (Manufacturer Pt #1101530)	$899.00	1	+
GX440-LTE-VZ-WIFI-DC	Sierra Wireless AirLink GX440 LTE Cellular Modem for Verizon with WIFI, Includes DC Power, GPS, 10/100 Base TX Ethernet Port, RS232 Serial Port, and USB Port, SMA(F) Primary Cellular Antenna Connection, SMA(F) Rx Diversity Antenna Connection, SMA(F) GPS Antenna Connection, SMA(F)-RP for WIFI (Manufacturer Pt #1101531)	$899.00	1	+

Related Items 440

Modem Provisioning Service - Verizon LTE
Part #: MDMPROV - VZW LTE
$45.00
Qty: 1

2700384 Power Supply
Part #: 2700384
$20.00
Qty: 1

BRKT-GX-REAR DIN-Rail Mount
Part #: BRKT-GX-REAR
$29.00
Qty: 1

BRKT-GX-SIDE DIN-Rail Mount
Part #: BRKT-GX-SIDE
$24.00
Qty: 1

Summary for Na Cam 1: 832-374-6748

Your Plan

Mobile Broadband
$55.12 monthly charge
$.25 per minute

Unlimited MB Allowance
Unlimited monthly

Beginning on 08/05/10:
22% Access Discount

Have more questions about your charges? Get details for usage charges at vzw.com/mybusinessaccount.

Monthly Charges

Mobile Broadband	09/19 – 10/18	55.12
22% Access Discount	09/19 – 10/18	–12.13
		$42.99

Usage and Purchase Charges

Data		Allowance	Used	Billable	Cost
Unbilled Usage from Previous Months					
Kilobyte Usage	*kilobytes*		9151	--	--
Current Data Usage					
Kilobyte Usage	*kilobytes*	unlimited	4,988,169	--	--
Total Data					$.00
Total Usage and Purchase Charges					**$.00**

Verizon Wireless' Surcharges

Regulatory Charge	.02
	$.02

Total Current Charges for 832-374-6748 **$43.01**

Order #: 3288 Copy #: 02 Control #:30000250-00005472

Application #12

...SHIP ACCOUNT

ADDRESS

PRECISION PT TINT

(409) 945-2388 Fax (409) 945-2576

#24 Hwy 146 North Texas City, TX 77590

TRUCK ACCESSORIES & MORE

INVOICE 11333

DATE 8-8-12

P.O. #

STK#

		SPRAY IN LINER		[illegible]
		TINT THE DOOR & BROW		[illegible]
		~~[illegible]~~ 8# ~~[illegible]~~ 2" Ball		[illegible]
		Tool Box		[illegible]
		THANK YOU		
		PAUL		

TERMS

CASH ☐

CHECK ☐

CHARGE ☐

YEAR 2013

MAKE Ford

BODY STYLE F-150

LICENSE NO.

SERIAL NO.

TINT TECH.

TAXABLE ☐

TAX EXEMPT ☐

NAME

ADDRESS PHONE

CITY

SIGNATURE SGT H Bo[illegible]

WORK PHONE NO.

TOTAL

DATE RECEIVED 8-8-12

898.00

			TOTAL	898.00

FAILURE TO DELIVER: If the Vendor fails to deliver by the promised date, or reasonably thereafter, without giving acceptable reasons for delay, or if supplies are rejected for failure to meet specifications, the County reserves the right to purchase the specified items elsewhere and charge any increase in price and cost of handling to the Vendor. No substitutions or cancellations permitted without prior approval of the Purchasing Department of Galveston County.

QUIR_E

SALES TAX EXEMPTION CERTIFICATE: The undersigned claims an exemption from all sales taxes under Chapter 20, Title 122A, Revised Civil Statues of Texas, for purchase of tangible personal property described in this numbered order, purchased from Vendor listed above.

By: [signature]
PURCHASING AGENT

THIS ORDER IS ISSUED SUBJECT TO GALVESTON COUNTY'S GENERAL TERMS AND CONDITIONS.

ORIGINAL

QUOTATION

QUOTATION NUMBER: 104-190712-6M

ALL AMERICA SALES CORPORATION

1410 COLLEGE AVE.
SOUTH HOUSTON, TEXAS 77587
800-281-5163
713-944-8400
713-944-8404 FAX

19-Jul-12

GALVESTON COUNTY AUTO CRIMES TASK FORCE
1620 GILL ROAD
DICKINSON, TEXAS 77539

ATTN: HAL BARROW

RE: EQUIPMENT QUOTATION FOR 2012 FORD F150 SUPERCREW

QTY	PART NUMBER	DESCRIPTION	PRICE	EXT
2	D11009-RB	RED/BLUE SPLIT LED LIGHT	$55.40	$110.80
4	HB6PAK-R	CODE 3 RED HIDEAWAY LED	$67.50	$270.00
2	TRX6R	CODE 3 RED TREX LED LIGHT	$68.00	$136.00
2	TRX6B	CODE 3 BLUE TREX LED LIGHT	$68.00	$136.00
1	ETHFSS-SP	SOUND OFF HEADLIGHT WIGWAG	$42.43	$42.43
1	C3500U	CODE 3 100W SPEAKER W/UNIV. BRKT	$159.50	$159.50
1	3892L6-L	CODE 3 MASTERCOM SIREN/LIGHT CNTRL	$443.80	$443.80
1	ESX2VS-RB	CODE 3 DUAL RED/BLUE ESSEX DASH LED	$179.80	$179.80
1	450-4103	KODIAK CF28-CF31 IDOCK W/2 PASS THRU	$693.75	$693.75
1	425-6011	JOTTO DESK 12" CONSOLE	$124.25	$124.25
1	425-6142	JOTTO DESK F150 FLOOR PLATE	$129.15	$129.15
1	425-5542	JOTTO DESK SIDE CONSOLE COMPUTER MN	$237.12	$237.12
1	425-6033	JOTTO DESK DUAL CUP HOLDER	$37.70	$37.70
1	425-6216	JOTTO DESK LOCK BOX W/ADJ ARMREST	$119.60	$119.60
2	425-6035	JOTTO DESK MIC CLIP W/BRACKET	$9.90	$19.80
1	BR-930-W	3 12VDC POWER OUTLET	$15.00	$15.00
			TOTAL	$2,854.70

NOTES: WE WOULD NEED EXACT MAKE AND MODEL OF RADIOS AND ANY OTHER EQUIP. BEING INSTALLED IN CONSOLE TO ORDER CORRECT FACE PLATES WITH CONSOLE.

SOME ITEMS WOULD HAVE TO BE ORDERED WITH LEAD TIMES OF 2-3 WEEKS A.R.O.

Application #12

INVOICE

TO: ACTF (Galveston County)

REF: Installation & Removal of Equip.

FROM: Gulf Coast Emergency Equipment & Service

VENDOR# 702598

DATE: Oct. 25th, 2012

PO # C 210631

1	Provide labor and needed material to remove equipment, all radio's emergency equipment, computer & ancillary equipment.	~~$175.00~~ N/A
2	Provide labor and material to install emergency equipment, radio's, light and siren controls, laptop and ancillary equipment.	$575.00
3	New wire, connectors, circuit breakers for installation.	$30.00

TOTAL LABOR	$750.00
TOTAL PARTS	$30.00
TOTAL QUOTE	~~$780.00~~ 605.00

REMIT TO:

Gulf Coast Emergency Products & Service
8520 Benoist Dr.
Dickinson, Texas 77539
(409) 761 - 0627
Vendor # 702598

MINUTES

BE IT REMEMBERED, That on October 15, 2013, Commissioners Court of Galveston County, Texas, met at a regular meeting with the following present:

Mark Henry, County Judge

Ryan Dennard, Commissioner Precinct 1

Kevin D. O'Brien, Commissioner Precinct 2

Stephen D. Holmes, Commissioner Precinct 3

Kenneth D. Clark, Commissioner Precinct 4

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

CALL TO ORDER

Call to Order by Judge Henry at 1:30 P.M. at the Galveston County Courthouse.

INVOCATION AND PLEDGE OF ALLEGIANCE

Commissioner O'Brien led the Court in the Pledge of Allegiance.

The Invocation was given by Commissioner Holmes.

CONSENT AGENDA

*1. Submitted by Auditor's Office:

a. Approval of Accounts Payable Checks dated 10/8/13 and 10/15/13

b. Order for Payroll period ending 10/9/13 Bi-Weekly #21

c. Order for Supplemental Payroll period ending 10/9/13 Bi-Weekly #21

d. Internal Audit report of Constable, Precinct 1 for period of 9/12-18/2013

e. Internal Audit report of Constable, Precinct 2 for period 9/12-24/2013

f. Internal Audit report of Justice Administration Court Collections for period of 4/1/12 - 3/31/13 with response letter from Bonnie Quiroga

g. Internal Audit report for the close out of Honorable Freddie Poor as of 12/31/12 for

the Galveston County Sheriff's office

h. Internal Audit report of the County Engineering department for period 8/1/12 - 7/31/13 with response letter from Mr. G. Michael Fitzgerald

i. Unaudited and unadjusted Monthly Financial Report for month ending 7/31/2013

j. Unaudited and unadjusted Monthly Financial Report for month ending 8/31/2013

k. Internal Audit report of Justice Administration Pretrial Release for period 8/1/12 - 7/31/13 with response letter from Bonnie Quiroga

*2. Receive and file *Summary of Bi-Weekly Personnel Movements pay period #20, September 12-25, 2013* 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. Consideration of *granting authority to County Judge to sign Trustee's Deed on the following tax foreclosed property* submitted by the County Judge:

a. **CAD#: 3505-0091-0009-003**

*5. Consideration of *approval of Abatement of (4) Tax Foreclosed Properties* submitted by the Nuisance Abatement Officer:

a. 2228 Boss Rd, La Marque, Texas

b. 2217 Eriksson Ln., La Marque, Texas

c. 8122 Barry Rd., Hitchcock, Texas

d. 7603 Jordan Ln., Hitchcock, Texas

*6. Consideration to *authorize an extension on the following RFP* submitted by the Purchasing Agent:

a. RFP #B122033 Automotive Parts & Supplies

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

*8. Receive and file *Order for appointment of Court Reporter* as submitted by District Judge, 56th Judicial District Court.

*9. Request *authorization to utilize a cooperative purchase for Emergency Equipment for Sheriff's Office* submitted by the Purchasing Agent.

*10. Consideration of *authorization of a resolution designating authorized signatories for Hurricane Ike CDBG Round 2.2 Non-Housing Program* presented by CDBG Project Coordinator.

*11. Consideration of *approval of Sungard Public Sector Inc. no cost change order for contract #: CM12198* submitted by Information Technology.

*12. Consideration of *approval of KoaHills change order for contract number: CM13313* submitted by Information Technology.

*13. Consideration of *approval of maintenance renewal for Reflections Standard Suite by Broughton International* submitted by Information Technology.

*14. Consideration of *approval of annual maintenance for OPAC Plus for District Clerk and Human Resources by Biddle Consulting Inc.* submitted by Information Technology.

*15. Consideration of *approval of Cisco Aronet 2602i controller-based access point-wireless access point by DataVox Inc.* submitted by Information Technology.

*16. Consideration of *approval of maintenance renewal for Tbill and Travis Cobra by Travis Software* submitted by Information Technology.

*17. Consideration of *approval of annual maintenance for Kaseya by Kaseya US Sales LLC* submitted by Information Technology.

*18. Consideration of *Authorization of County Judge to sign the following renewal letters for contracts that are set forth in the FY2014 budget* submitted by the Director of Community Services:

a. Emergency Medical Services for Unincorporated Galveston County East, Galveston County West, and City of Dickinson

b. Bay Area Houston Economic Partnership

c. The Children's Center

*19. Consideration of an *Order Authorizing the Release of Contraband Funds to Galveston County Chemical Dependency Treatment Facilities Licensed Under Chapter 464, Texas Health and Safety Code* as Recommended by the Criminal District Attorney.

*20. Consideration of *the execution of the FY 2014 Vendor Agreement between Galveston County Department of Parks & Senior Services and the Houston-Galveston Area Council (H-GAC), Area Agency on Aging, for Senior Services,* submitted by the Grants

Manager.

*21. Consideration of *authorizing the grant application to the H-GAC Solid Waste Grant Program for the Galveston County Sheriff's Office Environmental Crimes Unit* submitted by the Grants Manager.

*22. Consideration of *Nominating Kenneth Clark, Galveston County Commissioner Pct. 4 to the CUC Policy Committee for the 2014-2015 term* submitted County Legal.

*23. Consideration of *approval of a contract with Van Scoyoc Associates, Inc. to provide Federal Lobbying Services* submitted by the Director of Professional Services.

*24. Consideration of a *Resolution recognizing Catholic Charities of the Archdiocese of Galveston-Houston celebrating seventy years of service to the community* submitted by County Judge.

*25. Receive and file *invoice# KA4933 in the amount of $1,321.54 transferred from seizure/forfeiture funds for the Commissioners Court approved purchase of a multi-purpose immobilization device.*

*26. Consideration of *request for Tax Refund in Excess of $2,500.00* submitted by Tax Assessor/Collector:

a.	0019-0078-0006-000	$9,009.75	Over Payment
	0055-0038-0000-000	$3,222.86	Over Payment
	5870-0008-0004-000	$3,100.32	Over Payment

Motion to approve consent agenda items 1-26 and defer agenda item 19 by Commissioner O'Brien, seconded by County Judge Henry.

Passed: 5-0

Aye: County Judge Henry, Commissioner Dennard, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark
Nay: (None)

ACTION AGENDA

27. **Commissioner, Precinct 4**

a. Consideration of adopting resolution requesting the City of Galveston to dissolve Tax Increment Reinvestment Zone Number Eleven, City of Galveston.

Item deferred by Commissioner, Precinct 4.

28. **County Engineer**

a. Consideration of a professional services agreement with Huitt-Zollars, Inc. for the Repair to the Texas City Hurricane Levee necessary to comply with the FEMA certification.

Motion to approve by Commissioner O'Brien, seconded by Commissioner Dennard that the above action be taken by the Court.

Passed: 5-0

Aye: County Judge Henry, Commissioner Dennard, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark
Nay: (None)

b. The Palms Subdivision

1. Consideration of approval of the plat of The Palms Subdivision on Bolivar Peninsula.

Motion to approve by Commissioner Dennard, seconded by County Judge Henry that the above action be taken by the Court.

Passed: 5-0

Aye: County Judge Henry, Commissioner Dennard, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark
Nay: (None)

2. Consideration of receiving and filing Irrevocable Standby Letter of Credit #1031 issued by Southside Bank of Tyler, Texas in the amount of $105,000 on behalf of Falcon Residential 1, L.P. as security to construct the public street in The Palms Subdivision to county specifications.

Motion to approve by Commissioner Dennard, seconded by County Judge Henry that the above action be taken by the Court.

Passed: 5-0

Aye: County Judge Henry, Commissioner Dennard, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark
Nay: (None)

29. **Facilities**

a. Consideration of executing a First Amendment to a Service Agreement between Galveston County and Hunton Trane Services submitted by County Legal.

Motion to approve by Commissioner O'Brien, seconded by County Judge Henry that the above action be taken by the Court.

Passed: 5-0

Aye: County Judge Henry, Commissioner Dennard, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark
Nay: (None)

30. **Professional Services**

a. CDBG Non-Housing Round 1 and Round 2.2 updates submitted by the CDBG Project Coordinator.

(NO ACTION TAKEN)

b. Consideration of the following Budget Amendments:

1. BA 13-090-1015-A
BA 14-006-1015-A
BA 14-009-1015-D
County Architect
Request to fund Salaries and Fringe Benefits for County Architect and Administrative Assistant for fiscal years 2013 and 2014.

Motion to approve by County Judge Henry, seconded by Commissioner Holmes that the above action be taken by the Court.

Passed: 5-0

Aye: County Judge Henry, Commissioner Dennard, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark
Nay: (None)

2. BA 14-007-1015-B
District Attorney
Request to fund salary increases for the District Attorney's office for the fiscal year 2014.

Motion to approve by Commissioner Dennard, seconded by County Judge Henry that the above action be taken by the Court.

Passed: 5-0

Aye: County Judge Henry, Commissioner Dennard, Commissioner O'Brien, Commissioner

Holmes, Commissioner Clark
Nay: (None)

3. BA 14-008-1013-C
County Architect
Request to fund additional asbestos abatement work on the Courthouse Annex and Old Jail.

Motion to approve by County Judge Henry, seconded by Commissioner Dennard that the above action be taken by the Court.

Passed: 5-0

Aye: County Judge Henry, Commissioner Dennard, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark
Nay: (None)

4. BA 14-010-1015-D
Tax Assessor/Collector-Request to fund redistricting expenditures which includes AIMS contract, overtime, and fringe benefits.

Motion to approve by Commissioner Holmes, seconded by Commissioner O'Brien that the above action be taken by the Court.

Passed: 5-0

Aye: County Judge Henry, Commissioner Dennard, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark
Nay: (None)

c. Submission of the County Auditor's certification of available resources for the Victims of Crime Act Grant for the Galveston County Criminal District Attorney's Victim's Assistance Coordinator position and request approval of acceptance of the grant award and budget submitted by the Grants Manager.

Motion to approve by Commissioner O'Brien, seconded by Commissioner Dennard that the above action be taken by the Court.

Passed: 5-0

Aye: County Judge Henry, Commissioner Dennard, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark
Nay: (None)

d. Submission of the County Auditor's certification of available resources for the Violence Against Women's Assistance Grant for the Galveston County Criminal

District Attorney's Violence Against Women Prosecutor and request approval of the acceptance of the grant award and budget submitted by the Grants Manager.

Motion to approve by Commissioner Dennard, seconded by Commissioner O'Brien that the above action be taken by the Court.

Passed: 5-0

Aye: County Judge Henry, Commissioner Dennard, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark
Nay: (None)

31. **Purchasing**

a. Consideration of awarding contract for publication of notices required by state law to be published in a newspaper of general circulation within Galveston County that is published on a daily basis.

Motion to approve by Commissioner Holmes, seconded by County Judge Henry that contract be awarded to Galveston Newspaper, Inc.

Passed: 5-0

Aye: County Judge Henry, Commissioner Dennard, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark
Nay: (None)

b. Consideration of awarding contract for publication of notices required by state law to be published in a newspaper of general circulation within Galveston County that is published on a not less than weekly basis.

Motion to approve by County Judge Henry, seconded by Commissioner Clark that contract be awarded to D. & V. Investments, Inc. DBA: The Post Newspaper.

Passed: 3-2

Aye: County Judge Henry, Commissioner Dennard, Commissioner Clark
Nay: Commissioner O'Brien, Commissioner Holmes

32. **Road and Bridge**

a. Consideration of authorizing execution of the General Land Office Contract Renewal for the Beach Maintenance Reimbursement Program for FY2014.

Motion to approve by County Judge Henry, seconded by Commissioner O'Brien that the above action be taken by the Court.

Passed: 5-0

Aye: County Judge Henry, Commissioner Dennard, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark
Nay: (None)

33. **Tax Assessor-Collector**

a. Request for Waiver or Refund of Penalty and Interest by the Tax Assessor/ Collector:

1. **Lisa Garnett McIlvane**
4491-0000-0002-000
2012 $227.31

Motion to deny request by Commissioner Dennard, seconded by Commissioner O'Brien.

Passed: 5-0

Aye: County Judge Henry, Commissioner Dennard, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark
Nay: (None)

2. **Sonia Tomas** (item initially scheduled for 9/3 rescheduled meeting)
4214-0000-0104-000
2012 $ 689.27 (Waiver)

Motion to deny request by County Judge Henry, seconded by Commissioner Clark.

Passed: 5-0

Aye: County Judge Henry, Commissioner Dennard, Commissioner O'Brien, Commissioner Holmes, Commissioner Clark
Nay: (None)

ADJOURN

Commissioners Court adjourned at 2:50 P.M. on Tuesday, October 15, 2013.

Application #12

Estimate

Graphics In Motion

3407 Gulf Fwy @ FM 517
Dickinson, TX 77539

Phone # (832) 738-1999 info@gimwraps.com
Fax # (832) 340-7063 www.gimwraps.com

Date	Estimate #
10/8/2013	189

Name / Address

G.C.E.C.U.
Perry Larvin
409-766-4516

Project

Description	Qty	Rate	Total
Reflective cut vinyl installed on Ford truck. Cab doors (2): Sheriffs Office; Environmental Crime Unit. Bed of truck (2): Report Illegal Dumping & Ph #. Tailgate: Keep Texas Beautiful; Don't Mess With Texas	1	450.00	450.00T
Installation of above	1	225.00	225.00

This estimate is good for 30 days from date listed above.

Subtotal	$675.00
Sales Tax (8.25%)	$37.13
Total	$712.13

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT

Grant Application___Award___ Approval Request

Date of Request: 2/18/14		**Department:** Sheriff's Office - Environmental Unit			
Grant Agency: TCEQ →			**Funding Source:** Solid Waste Implementation Grants		
Grant Start Date:	2/1/14	**Program Year:** 2014	**Renewal: Yes ___ No** ✓		**Last Billing Date:**
Grant End Date:	8/30/4	**Program End Date:** 8/30/14	**Award/Agreement No:** 14-16-606		
Description:	Purchase of a truck, LP Camera System, Signage, emergency equipment, Wireless data, bed mount truck box, window tinting, + bed liner.				
Grant Org Key:			**Grant Type: Advance Payment ___ Reimbursement** ✓		

Expenditure Type	Grant (Other) Funded	County Funded	Total Budget
Salary & Benefit			
Non-Labor	$43,379	0 No match	$43,379
Indirect/Admin Costs			
Totals:	$43,379	0	$43,379

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

Approved By:	Date	Signature
Grants Manager: Cynthia Pagan	2/12/14	
Director of Finance: Jenise Y. Y Yand	2/12/14	

Form Number:

AGENDA ITEM #37.a.

PERMIT TO INSTALL A 12" PIPELINE BY DIRECTIONAL DRILLING UNDER THE TEXAS CITY HURRICANE LEVEE ADJACENT TO THE LA MARQUE PUMP STATION

To Applicant: Dow Hydrocarbons and Resources LLC
PO Box 4286
Houston, Texas 77210-4286

PERMIT NUMBER: TCSW-14-343

Gentlemen:

You are hereby granted authority to install one 12" TSR pipeline under the Texas City Hurricane levee as shown on Wood Group Mustang Inc. drawings B4-TSR 14001-102308 and B4-TSR 14002-102308 dated 5/2/2013.

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

1. Use of the Hurricane Levee Right of Way under this permit excludes the use of the Levee Road.

2. Your use of the Permitted Premises is limited to installation of the 12" pipeline as referenced above. Any other use of the Permitted Premises will automatically revoke this Permit.

3. The County does not guarantee or warrant in any capacity that it owns the Permitted Premises or the adjacent levee in fee simple absolute. This permit is effective only insofar as the rights of the County in the Permitted Premises are concerned. You must obtain such permission or authorization as may be necessary on account of any other existing rights by separate negotiations.

4. The County does not warrant in any manner that any portion of Hurricane Levee is suitable for the permitted purposes.

5. This Permit is being given exclusively to you. It is your responsibility to notify any of your employees, representatives, associates, contractors or sub-contractors of the terms and conditions of this permit. It is also your responsibility to ensure that any such person or entities acting on your behalf also abide by the conditions of this permit. You will be responsible for any damage caused by any of your employees, representatives, associates, contractors or sub-contractors.

6. Any matters relating to this permit shall be addressed to Mike Fitzgerald, Galveston County Engineer at 722 Moody, Galveston, TX 77550, 409-770-5549, or fax number 409-770-5557.

7. The County may permit parties other than you to have use of the Permitted Premises during the permitted period. We will attempt to provide you with the names of such other permitted parties.

8. You are fully responsible for all matters pertaining to traffic regulation, safety and control on all areas of the Permitted Premises attributed to your operations.

9. Your operations will be performed without cost or expense to the County.

10. You agree to be responsible for all damages to the levee drainage channels and pump station caused by your vehicles, equipment of operations or by vehicle, equipment or operations of others acting on your behalf.

11. The County will employ (at your expense) a consultant to continuously monitor the Permitted Premises and the levee at all times during installation of the pipeline. The consultant will inspect the levee drainage channels & pump station for damages. The consultant will report to the County and Permittee. You will provide advance payment of the anticipated monthly monitoring fees and mileage charges to Galveston County with the first month being paid on Issuance Date. You will make application for any unexpended advance payment directly to the County. Monthly estimate is $13,000.00.

12. You will settle, to the County's satisfaction, all claims, damages, demands and causes of action related to the Permitted Premises or the levee drainage channel and pump station resulting from your operations or the operations of others acting on your behalf in an expedient manner.

13. You will execute and have your surety execute the attached bond in the amount of $100,000.00 with the issuance date being the effective date of the permit. The surety bond shall remain in effect for one year, unless the County releases it sooner.

14. The County, acting through its consultant, will make all inspections and submit all claims for damages to you within a timely manner. If no damages are determined to have occurred by the County, your bond will be released.

15. Any use of the Permitted Premises, other than the installation of the 12" pipeline requires a new permit and surety bond. The amount of the bond required will be renegotiated.

16. You furnish upon Issuance Date the County a copy of your current Certificate of Liability Insurance coverage, insuring against damages, and damages to the person of property of third parties that are caused by vehicles, equipment or your operations; such third party general liability being with bodily injury limits not used less the $250,000 per person, and $500,000 per accident, and property damage limits of not less that $50,000 per accident.

17. **YOU AGREE TO PROTECT, INDEMNIFY, DEFEND AND HOLD THE COUNTY OF GALVESTON HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS OF DAMAGE TO PERSONS OR PROPERTY OCCURRING OR IN ANY WAY ARISING OUT OF OPERATIONS UNDER THIS PERMIT.**

18. You agree to these conditions by signing below.

Dated this 20th day of December, 2014.

COUNTY OF GALVESTON,

By: _____
Mark Henry, County Judge

ATTEST:

By: _____
Dwight D. Sullivan, County Clerk

DOW Hydrocarbons & Resources LLC

By: L. A. Simper
L A Simper
Agent and Attorney-in-Fact

W:/TexasCitySeawallLevee2014.permit#343.12.20.13

AGENDA ITEM #38.a.

Interlocal Agreement Between the Dickinson Independent School District and the County of Galveston for the Provision of Medical Services to Dickinson Independent School District Employees and their Dependents, to Dickinson Independent School District Eligible Retirees and their Dependents and Dickinson Independent School District COBRA Eligible Ex-Employees

This Interlocal Agreement is entered into pursuant to the Texas Interlocal Cooperation Act, Chapter 791 of the Texas Government Code (the "Act"). It is by and between the Dickinson Independent School District ("DISD") and the County of Galveston ("County"). Both parties are political subdivisions of the State of Texas. The primary purpose of this Agreement is to allow DISD to obtain Medical Services and limited pharmacy services for its Employees as those terms are defined below under an agreement between the County and CareHere L.L.C.

1. County, in accordance with the terms and provisions of the Chapter 262 of the Texas Local Government Code, effective February 1, 2007, entered into a contract with CareHere to provide Medical Services to County Employees and their dependents and to County Medicare Eligible Retirees and their dependents (collectively called "County Employees") (the "Agreement"). A copy of the 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.

2. On June 20, 2007 County and CareHere entered into an Amendment to the Agreement and agreed to include the same services to City of Galveston Employees. A copy of the Amendment may be found in the Commissioners' Court Minutes of the Official Microfilm Records of the County Clerk of Galveston County, Texas under Item # 16 of its meeting of June 20, 2007.

3. On August 27, 2008 County and CareHere entered into a Second Amendment to the Agreement and agreed to include the same services to Galveston Independent School District ("GISD") Employees. A copy of the Amendment may be found in the Commissioners' Court Minutes of the Official Microfilm Records of the County Clerk of Galveston County, Texas under Item # 21 of its meeting of August 27, 2008.

4. On August 19, 2009 County and CareHere entered into a Third Amendment to the Agreement wherein CareHere agreed to provide a limited pharmacy program for County Employees, City of Galveston Employees and GISD Employees. A copy of the Amendment may be found in the Commissioners' Court Minutes of the Official Microfilm Records of the County Clerk of Galveston County, Texas under Item # 21a of its meeting of August 19, 2009.

5. Contemporaneously with the approval and execution of this Interlocal Agreement by County, County and CareHere entered into a Fourth Amendment to the Agreement wherein, among other things, CareHere agreed to provide Medical Services and limited pharmacy services for DISD employees and their dependents and to DISD Medicare Eligible Retirees and their dependents and DISD employees who are eligible for and actually enrolled in DISD's Health Plan (collectively called "DISD Employees"). A

copy of the Fourth Amendment is attached to this Interlocal Agreement as Exhibit "1" and will be incorporated in the Commissioners' Court Minutes maintained by the County Clerk of Galveston County Texas under Item # _____ of its meeting of _____, 2013.

6. In order to allow DISD Employees to obtain Medical Services and limited pharmacy provided by CareHere, County and DISD agree as follows:

   a. Any monies owed County by DISD will be payable from current revenues and will be paid in accordance with Chapter 2251 of the Texas Government Code.

   b. County does not warrant and is not responsible to DISD for the quality of any services rendered by CareHere to either DISD or DISD Employees.

   c. County is receiving no consideration for entering into this Interlocal Agreement.

   d. DISD, acting through its Human Resources Department, will advise CareHere and County of the number of DISD Employees who are eligible for and actually enrolled in its Health Plan by the eighth (8th) day of each month.

   e. County, acting through its Human Resources Department will advise CareHere of the number of County Employees who are eligible for and actually enrolled in its Health Plan by the eighth (8th) day of each month.

   f. The interlocal agreements that the County enters into with other political subdivisions of the state for provision of Medical Services and/or limited pharmacy services shall require those entities, acting through their Human Resources Departments, to advise CareHere and County of the number of their Employees who are eligible for and actually enrolled in that entity's Health Plan by the eighth (8th) day of each month.

   g. CareHere, from the monthly numbers it receives from the County, DISD and other participating political subdivisions, will generate monthly invoices that will contain the following information:

      (i) an invoice stating the number of Employees of County, DISD and other participating political subdivisions reported by each entity;

      (ii) on the same invoice, a charge of $21.50 for each Employee reported by DISD;

      (iii) on the same invoice, a breakdown of laboratory and pharmacy costs paid by CareHere for DISD's Employees since the last invoice;

      (iv) on a separate invoice, the operating costs and expenses paid by CareHere since the last invoice, including but not limited to salaries, medical

supplies, malpractice insurance, computer supplies and equipment, and furnishings for all clinic and pharmacy locations;

(v) on the same separate invoice, the proportionate amount owed CareHere by DISD for the operating costs and expenses described in subparagraph 6(g)(iv) above; and

(vi) on the same separate invoice, a breakdown of the costs and services, if any, requested by DISD to which subparagraph 6(i) applies and the proportionate shares owed by DISD and any other entities requesting such services.

h. County, DISD and participating political subdivisions each will be solely responsible for their respective invoice obligations.

i. If County, DISD or any participating political subdivision request CareHere to provide a service that does not apply to all of the County, DISD and all participating political subdivisions, CareHere will add the proportionate cost of that service to the monthly invoice of each entity requesting the service and the requesting party will be solely responsible for payment thereof. The proportionate share will be calculated based on the number of employees reported by the entities requesting the particular service.

j. The allocation of operating costs and expenses referenced in subparagraph 6(g) above for operating costs and expenses paid by CareHere shall be determined as follows: for each location, County and any participating political subdivisions that has selected that location for use by its Employees will share the costs of such operating expenses, equipment and supplies on a proportionate basis depending on the number of Employees reported by the County, and any participating political subdivisions. By way of example, if the invoice lists 1000 employees for the County, 500 employees for DISD and 1500 employees for all other participating political subdivisions, County will be invoiced and solely responsible for paying 33.33% of the operating costs, equipment and supplies and DISD will be invoiced and solely responsible for paying 16.67% of the operating costs, equipment and supplies. The other participating political subdivisions will each be invoiced and solely responsible for paying their respective proportionate shares of the operating costs, equipment and supplies on the same basis.

k. County will enter into leases of facilities for use by CareHere in providing Medical Services and limited pharmacy services to the individuals covered by the Health Plans of the County, DISD and other participating political subdivisions who desire to use the services provided by CareHere.

l. A list of the clinic and pharmacy locations operated by CareHere will be attached to the Interlocal Agreement as Attachment "A." Attachment A may be amended from time to time to add additional clinic locations provided by County.

m. DISD will indicate on Attachment A the locations at which DISD Employees will be eligible to receive Medical Services and limited pharmacy services.

n. County, as the primary lessee on the facility leases for clinic and pharmacy locations, will make such monthly rental, utility, parking, janitorial, bio-hazardous and other required payments as are set forth in or otherwise required to be paid under the terms of these leases (the "Facilities Operating Expense"). County will prepare monthly invoices for DISD and other participating political subdivisions for the monthly Facilities Operating Expenses paid by the County for each clinic or pharmacy location selected by DISD and other participating political subdivisions as follows:

(i) DISD will be invoiced for its share of the monthly Facilities Operating Expenses paid by County based on the ratio of the number of Employees reported by DISD to the total number of Employees reported by each entity electing to allow its Employees to receive Medical Services and limited pharmacy services at that location. The allocation of Facilities Operating Expense shall be done in the same manner as described in subparagraph 6(j). DISD and other participating political subdivisions will reimburse County for its monthly Facilities Operating Expenses in accordance with Chapter 2251 of the Texas Government Code.

(ii) DISD may from time to time amend its selection of clinic and pharmacy locations on Attachment A.

(iii) County will distribute to each local government unit participating in the CareHere program copies of DISD's Attachment A and any amendments thereto.

(iv) The invoices prepared by County for reimbursement of the Facilities Operating Expense will state the number of employees reported by DISD and each of the other participating local government units.

o. County will be responsible for all Contract Monitoring as set forth in Article IV of the Agreement. In addition, as between County and DISD, County will be primarily responsible for interaction with CareHere for purposes of administration of the Agreement and the Amendments thereto. But, the County will not have any responsibility to monitor whether DISD or any other participating political subdivision has provided CareHere with the number of Employees each has monthly, whether the Medical Services and limited pharmacy services provided to Employees of DISD or other participating political subdivisions has been acceptable to DISD or the other participating political subdivisions, whether CareHere has adequately performed its obligations to DISD or any other participating political subdivisions as set forth in this Agreement and the

amendments thereto, or whether CareHere has been paid by DISD or any other participating political subdivisions for the services rendered by CareHere. Likewise, County will incur no liability to DISD for failure to adequately monitor or administer the Agreement and the Amendments thereto.

p. County and DISD agree to conduct a joint review of this Interlocal Agreement at the end of the first twelve months of operation in order to assess whether any operational issues have developed. In the event that such issues surface, the parties pledge to work together to mutually reconcile any such matters.

q. Other political subdivisions may become participants in the Medical Services and limited pharmacy services provided by CareHere under the Agreement and the Amendments thereto by virtue of subsequent amendments entered into between CareHere and County and subsequent Interlocal Agreements between County and political subdivisions without the necessity of DISD becoming a party signatory to the subsequent amended Agreement or interlocal agreements.

r. County is not acting on behalf of DISD in any capacity by virtue of either the Fourth Amendment to the Agreement or this Interlocal Agreement between the County and DISD. Nor is the County acting in any capacity on behalf of CareHere.

s. County and DISD each have the unfettered right to terminate the Interlocal Agreement between them for any reason or no reason or for convenience upon thirty (30) days prior notice. County will notify DISD of any intention by the County to terminate its Agreement with CareHere at least sixty (60) days prior to the effective date of termination.

t. This Interlocal Agreement shall automatically terminate upon termination or expiration of the Agreement.

u. The initial term of this Interlocal Agreement shall be effective from the date it is approved by the County or DISD, whichever is later and terminate on January 31, 2015. Thereafter, this Interlocal Agreement shall continue on a year to year basis on the terms and conditions set out in this Interlocal Agreement or such terms and conditions to which the parties mutually agree at the time of each renewal.

v. The terms "Medical Services" and "limited pharmacy services" as used in this Interlocal Agreement shall have the meanings as those terms have in the Agreement and the Amendments thereto.

w. This Interlocal Agreement contains the entire agreement between the parties relating to the subject matter of this contract and the rights granted and the obligations assumed as described herein. The parties hereby disclaim any reliance on any representations that are not expressly stated in this Interlocal Agreement. Any modification or amendment of this Interlocal Agreement shall be of no force

or effect unless made by a writing fully executed as authorized by the governing bodies of the parties. This Interlocal Agreement shall bind and be for the exclusive benefit of the respective parties and their legal successors.

EXECUTED this 3RD day of February, 2014.

DICKINSON INDEPENDENT SCHOOL DISTRICT

By: _____

Name: Vicki Mims

Title: SUPERINTENDENT

Attest:

By: _____

Name: Robert Cobb

Title: Assistant Superintendent

EXECUTED this _____ day of _____, 2014.

GALVESTON COUNTY, TEXAS

By: _____
Mark Henry, County Judge

Attest:

_____
Dwight D. Sullivan, County Clerk

ATTACHMENT "A"

CareHere Clinic and Pharmacy Locations selected by _____

Effective as of _____

Location	Address	Notes	Selected (Y or N)
Galveston Island Clinic	2028 Sealy Galveston, Texas 77550	Prescriptions will be couriered from the Texas City Pharmacy for pickup at the Galveston Island Clinic	N
Texas City Clinic and Pharmacy	600 Gulf Freeway, Suite 100 Texas City, Texas 77591		N
League City Clinic	TBA	Prescriptions will be couriered from the Texas City Pharmacy for pickup at the League City Clinic; the League City Clinic will be open at least 25 hours per week.	Y

By: _____

Name: _____

Title: _____

Date: _____

AGENDA ITEM #38.g.

COUNTY of GALVESTON
LEGAL DEPARTMENT
COUNTY COURTHOUSE

722 MOODY STREET 5TH FLOOR • GALVESTON, TEXAS 77550

ROBERT B. BOEMER
BARRY C. WILLEY
MYRNA S. REINGOLD

February 12, 2014

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

FOR THE AGENDA

RE: Recommended settlement of Cause No. 12-CV-3164; Kathy Ann Sterling v. Melissa Rene Collins and Galveston County, Texas; In the District Court of Galveston County Texas, 405th Judicial District.

Gentlemen:

Kathy Ann Sterling filed suit against the County of Galveston as a result of an automobile accident that occurred on October 18, 2011 when a vehicle operated by a Sheriff's Office employee rear ended Ms. Sterling in a high speed collision causing a three car pile-up.

Ms. Sterling's automobile was totaled and she suffered injury to her neck. Her medical bills exceed $39,380.00 and she has been recommended to undergo a cervical discectomy fusion and plate for an additional cost of approximately $54,557.00.

I have negotiated a settlement of this case whereby in exchange for a payment in the amount of ninety-eight thousand dollars ($98,000.00), the suit will be dismissed. There is still an outstanding suit brought by Ms. Sterling's automobile insurer for the damages to her totaled vehicle which is being handled separately.

I recommend settlement of this case be made in the amount of ninety-eight thousand dollars ($98,000.00) by check made payable to her attorney Nomaan Husain and Kathy Sterling and that I be given authority to sign any necessary document required to effect settlement.

Should you have any questions, please contact me.

Sincerely yours,

Barry C. Willey

Barry C. Willey

cc: Sheriff Henry Trochessett
Mr. Rufus Crowder, Purchasing Agent
Ms. Denise Yearnd

AGENDA ITEM #38.j.

COUNTY OF GALVESTON

INVESTMENT POLICY

ADOPTED BY GALVESTON COUNTY
COMMISSIONERS' COURT

Initial Adoption:	**11/13/97**
First Revision:	**11/16/98**
Second Revision:	**01/10/00**
Third Revision:	**01/08/01**
Fourth Revision:	**07/02/01**
Fifth Revision:	**02/11/02**
Readopted w/o Revision:	**01/27/03**
Sixth Revision:	**09/29/03**
Seventh Revision:	**11/01/04**
Eighth Revision:	**12/05/05**
Ninth Revision:	**08/25/06**
Tenth Revision:	**03/20/12**
Eleventh Revision:	**04/17/12**
Twelfth Revision:	**03/20/13**
Thirteenth Revision:	**02/18/14**

Approved as to Form

Robert B. Boemer
Legal Department

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GALVESTON COUNTY, TEXAS

INVESTMENT POLICY

I. SCOPE AND LEGAL REQUIREMENTS

General Statement

This investment policy is drafted in compliance with V.T.C.A., Local Government Code §116.111, §116.112, and V.T.C.A., Government Code, Chapters §2256 (Public Funds Investment Act), and §2257 (Collateral For Public Funds Act). The policy's purpose is to define and adopt a formal investment policy and procedure for the County of Galveston (hereinafter "County***") ,***for all its funds including its funds not immediately required to pay obligations of the County. It does not apply to Registry Funds deposited with the County or District Clerk under Chapter 117, Local Government Code. It likewise does not apply to investments made under the County's 457 deferred compensation plan or to an investment donated to the County for a particular purpose or under terms of use specified by the donor.

Funds Included

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

County Investment Portfolio Structure

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

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

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

Debt Service Funds Portfolio - All interest and sinking funds. The purpose of segregating investments in this portfolio from the general operating portfolio is also to facilitate

compliance with federal arbitrage regulations.

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

Standard of Care

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

Ethics and Conflicts of Interest

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

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

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

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

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

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

Definitions

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

Auditor - the Galveston County Auditor or his designee.

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

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

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

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

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

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

The guidelines essentially calculate a single number as representing the short-term market risks of a

dealer's portfolio. Public investors seeking to employ the Fed's voluntary capital adequacy guidelines should require:

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

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

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

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

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

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

Commissioners' Court - the Galveston County Commissioners' Court.

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

County Treasurer - the Galveston County Treasurer or his designee.

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

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

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

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

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

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

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

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

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

(GAAP).

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

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

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

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

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

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

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

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

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

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

Money Market Mutual Fund - Money Market Mutual Funds are commercially operated by private firms which are governed by a board of directors and are generally organized as no-load, open ended investment companies regulated by the federal SEC under the Investment Company Act of 1940. Investors in money market funds benefit from short-term interest rates without subjecting themselves to short-term price risks. Operated in much the same manner as a statewide investment pool, money market funds investment portfolios usually consist of short-term securities and seek to maintain a stable share price of $1. This $1 share price is not guaranteed. This objective has been

accomplished throughout the history of the industry by SEC regulations which limit the maturities of the individual portfolio securities to one year or less and the average portfolio maturity to 90 days. The SEC now requires that 95% of a money market fund's portfolio must consist of government securities or money market instruments rated A-1/P-1. The portfolio of the funds are controlled by the prospectus and investment policies established by the directors, which usually require a shareholder vote to change. Because most states limit the use of mutual funds by governmental investors to only those with portfolios consisting of securities otherwise allowable by state law, a governmental investor must verify whether the mutual fund complies with state law by reviewing the prospectus and statement of additional information (both must be provided on request).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Treasury Bills - an obligation of the U.S. government to pay the bearer a fixed sum on a specific date. Treasury bills are issued on a discount basis (they are sold at a dollar price less than their redemption value at a maturity, with difference, or discount, constituting the payment of interest).

Bills are issued only in a book-entry form and are paid at face amount without additional interest at maturity. They are issued in a variety of denominations from $10,000 up and may be exchanged only for smaller denominations. They have original maturities of 13 weeks, 26 weeks, and 52 weeks.

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

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

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

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

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

- subject to disciplinary actions by a firm involving suspension, termination, withholding of commissions, or imposition of fines over $2,500.
- subject to disciplinary action by a self-regulatory organization**.**

The NYSE requires notification if a broker is:

- in a violation of any of the Securities Acts,
- accused by a client of forgery, theft, or misappropriation of funds,
- disciplined by a self-regulatory organization,
- arrested, indicted, or convicted of any criminal offense (except minor traffic violations)

- the subject of a customer claim for damages exceeding $15,000 which has been settled or disposed of by award.

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

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

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

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

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

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

II. INVESTMENT STRATEGY

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

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

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

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

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III. INVESTMENT OBJECTIVES FOR ALL FUND STRATEGIES

General Statement

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

overall Cash Management Program.

Standards and Investment Priorities

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

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

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

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

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

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

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

If funds are subject to yield restrictions due to federal arbitrage regulations, those funds are excluded from the yield calculation. The major objectives for the bond funds governed by Federal arbitrage regulations are to maximize permitted market yield and to minimize investment costs.

Additional Objectives for all Fund Strategies are:

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

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

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

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

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

Deposit of Funds

All funds belonging to the County and received by County officials shall be officially deposited with the County Treasurer upon receipt or by the next day after receipt and in accordance with prescribed policy and procedure; however, without exception, all funds shall be deposited within five (5) business days from the date of collection by said officer, in accordance with State statutes.

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

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

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

The County Treasurer and the Investment Officer shall:

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

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

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

IV. <u>INVESTMENT RESPONSIBILITY AND CONTROL</u>

County Investment Officer / Duties

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

Local Government Code Section 116.112(a), V.T.C.A. Government Code Section 2256.005, provides the County Treasurer, under direction of the Commissioners' Court, may

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

The Commissioners' court is authorized certain responsibilities and authorities by V.T.C.A. Local Government Code subchapter E. Depository Accounts § 116.111 entitled "Character and amount of deposits" and § 116.12 entitled "Investment of Funds". The authority in these sections is hereby delegated to the Investment Officer, as further described in the Investment Procedures which are approved by Commissioners' Court.

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

The Investment Officer will: monitor the securities purchased in any county escrow account, monitor the quantity and character of any collateral posted against either deposits at a County Depository or any other investments requiring collateral, and reflect the results of this monitoring in his investment report. The Investment Officer, in his capacity as County Treasurer has the authority to release collateral.

Third Party Investment Officer

Government Code §2256.005 permits the Commissioners' Court to contract with another investing entity to invest its funds. If the Commissioners' Court chooses to do so, the investment officer of the other investing entity is considered to be the investment officer of the County for purposes of the Public Funds Investment Act and this Investment Policy, and his actions are subject to this policy, Public Funds Investment Act and any other related laws in relation to the investment of Galveston County Funds.

Expiration of Authority

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

I. such authority is rescinded;
II. the Investment Officer's term has expired;
III. if the Investment Officer is an employee, his employment terminates; or
IV. if the Investment Officer is an Investment Management firm, its contract expires

or is terminated.

Administrative Procedures

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

Internal Control

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

A. Control of collusion.

B. Separation of transaction authority from accounting and recordkeeping.

C. Custodial safekeeping.

D. Avoidance of bearer-form securities.

E. Clear delegation of authority.

F. Written confirmation for telephone transactions for investments and wire transfers.

Prudence

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

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

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

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

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

Nonculpability

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

Quarterly Reports

Not less than quarterly, the Investment Officer shall prepare and submit to the Commissioners' Court a signed quarterly investment report for all funds for the preceding reporting period. Each report will be submitted within 90 days of the end of the reporting period**.** The report will:

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

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

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

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

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

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

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

H. Contain a statement of compliance of the County's investment portfolio with State Law, its investment strategy and this Policy.

I. If any investments are made in other than money market mutual funds, or accounts offered by the County's depository bank in the form of certificates of deposit, or money market accounts or similar accounts, the reports prepared by the Investment Officer shall be formally reviewed at least annually by an independent auditor and the result of the review shall be reported to the Commissioners' Court by that auditor.

J. Contain a statement regarding the compliance of County Depositories and Broker/Dealers to fully collateralize county funds, where required.

K. Contain a statement regarding the continued monitoring and compliance of trustee oversight of Galveston County escrow accounts.

L. Contain a general overview of the current market and rate environments, and a brief investment plan for the next reporting period.

Liability of the County Treasurer

As stated in V.T.C.A. Local Government Code, §113.005 the County Treasurer is not responsible for any loss of County funds through the failure or negligence of a depository. This section does not release the Treasurer from responsibility for a loss resulting from the official misconduct or negligence of the Treasurer, including a misappropriation of funds, or from responsibility for funds until a depository is selected and the funds are deposited.

Investment Committee

There is hereby established an Investment Committee. Members include the County Treasurer, the County Judge, the Director of Finance and Administration and an unpaid private sector investment professional appointed by the Commissioners' Court. A member may resign from the committee at will by advising the rest of the committee of their desire to do so in writing. The Investment Professional shall serve a term of two years, or until his/her successor

is appointed, beginning on September 30th of each even year. This individual's appointment is renewable for more than one term to a maximum of five (5) terms.

The Investment Committee shall serve in an advisory capacity only. The Committee shall perform such duties assigned to it by this Policy and such other duties as may, from time to time, be assigned to it by the Commissioners' Court.

The Investment Committee shall meet at least quarterly. It may meet more often as desired. Two members may request a meeting. Two members constitute a quorum.

The Investment Committee is charged with the duty of determining general investment strategies for the County and monitoring results. It shall include in its deliberations such topics as economic outlook, investment strategies, portfolio diversification and maturity structure, potential risks to County funds, authorized depositories, brokers and dealers, and the target rate of return on the investment portfolio.

The Investment Committee shall work in conjunction with the Investment Officer in the development of written investment procedures. Such procedures, upon approval of the Commissioners' Court, shall be utilized by the Investment Officer in making investments.

V. AUTHORIZED INVESTMENTS AND COMPETITIVE SELECTION CRITERIA

ALL INVESTMENTS MADE BY THE COUNTY MUST COMPLY WITH THE PUBLIC FUNDS INVESTMENT ACT, SUBCHAPTER A AND ALL FEDERAL, STATE, AND LOCAL STATUTES, RULES, OR REGULATIONS.

Authorized Investments

The Investment Officer, without further action by the Commissioners' Court, shall be authorized to utilize the following types of investments for the investment of County Funds:

1. **Obligations** of the United States Government in the form of Treasury Bills, Treasury Notes, and Treasury Strips (excluding any form of Treasury Receipts).

2. **Certificates of Deposits** at approved Depository Banks the payment of which is insured in full by the Federal Deposit Insurance Corporation and collateralized with direct obligations of the United States Government or direct obligations of any agency or

instrumentality of the United States Government (with the exception of derivatives) which is guaranteed by the full faith and credit of the United States Government and have a market value of not less than 110% of the principal amount of the certificates. This authorization excludes bearer form, negotiable CDs.

3. **Fully collateralized direct Repurchase Agreements** with a defined termination date, must be purchased pursuant to a Master Contractual Agreement in the form in Exhibit 1 which specifies the rights and obligations of both parties and which requires that securities involved in the transaction shall be pledged to the County, held in the County's name, deposited at the time the investment is made, and held in a third party Safekeeping Account subject to the approval, control, and custody of the County. (Known as a Tri-Party Repurchase Agreement) Issuers of Repurchase Agreements must wire transfer the collateral to the safekeeping agent through the Federal Reserve System. Collateral securities must be periodically monitored and shall consist of U.S. Treasury Securities and U.S. Agency Obligations (with the exception of derivatives*)* which shall have a daily calculated market value of not less than 102% of the principal amount of the funds disbursed and which must mature not later than the date stated in the Repurchase Agreement.

   Before entering into a Repurchase Agreement with an issuer, that issuer must sign a Master Contractual Agreement in the form in Exhibit 1 and return it to the Investment Officer.

   Acceptable Third Party Custodians on Tri-Party Repurchase Agreements include: Any approved Depository Bank, Bank of New York, the Federal Reserve Bank of Dallas or Chase Bank**.** Any other third party safekeeping agent must be approved by the County before execution of the Repurchase Agreement. The tri-party repurchase agreement shall be placed through an approved primary government securities dealer, as defined by the Federal Reserve, or an approved county depository bank.

4. **Money Market Investment Accounts** at approved Depository Banks, where not in conflict with the Depository Contracts.

5. **Negotiable Order of Withdrawal** (NOW) **Accounts** at approved Depository Banks, where not in conflict with the Depository Contracts.

6. **Local Government Investment Pools** that, from time to time, are recommended by the Investment Committee and approved by the Commissioners' Court. Designation as an approved Local Investment Pool does not ensure that funds will be placed with the Pool so designated. The Investment Officers will, at all times, maintain a current list of authorized, qualified and approved Local Investment Pools.

7. **CDARS: Certificates of Deposit Account Service** which are Multi-Million Dollar FDIC Insurance, under one agreement, earning one interest rate per investment, with option of

reinvesting.

8. **Obligations of, or Guaranteed by Governmental Entities**

A. Except as provided by Subsection (B), the following investments are permitted:

(1) other obligations of the United States or its agencies and instrumentalities.

(2) direct obligations of this State or its agencies and instrumentalities.

(3) other obligations, the principal and interest of which are unconditionally guaranteed or insured by, or backed by the full faith and credit of, this State or the United States or their respective agencies and instrumentalities; and

(4) obligations of states' agencies, counties, cities, and other political subdivisions of any state rated as to investment quality by a nationally recognized investment rating firm not less than AA or its equivalent.

B. The following are not permitted investments inasmuch as they are not authorized by the Public Funds Investment Act or are not in the best interest of the County:

(1) obligations whose payment represents the coupon payments on the outstanding principal balance of the underlying mortgage-backed security collateral and pays no principal;

(2) obligations whose payment represents the principal stream of cash flow from the underlying mortgage-backed security collateral and bears no interest;

(3) collateralized mortgage obligations that have a stated final maturity of greater than 10 years

(4) collateralized mortgage obligations the interest rate of which is determined by an index that adjusts opposite to the changes in market index (inverse floaters)

(5) agency subordinated debt; and

(6) corporate securities backed by agency letters of credit

No premium shall be paid for any of the above described debt instruments, negotiable instruments, or investment agreements where either the indentures or investment contracts provide for recall of the instruments and/or early payment by the debtors or obligor or where surrender or transfer of the instruments for cash may be required before their stated maturities.

Investments Requiring Additional Approval

The Investment Officer, upon recommendation by the Investment Committee and prior approval being obtained by the Commissioners' Court, shall be permitted to utilize the following types of investments for the investment of County funds:

1. **Certificates of Deposit** issued by a State or National Bank other than an approved Depository Bank, a saving and loan association domiciled in this state, or a state or federal credit union domiciled in this state that is guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor; and collateralized with direct obligations of the United States Government or direct obligations of any agency or instrumentality of the United States Government (with the exception of derivatives) which is guaranteed by the full faith and credit of the United States Government and have a market value of not less than the principal amount of the Certificates

2. **Bankers' acceptance** if such Bankers' acceptance:

   (1) has a stated maturity of 270 days or fewer from the date of its issuance;

   (2) will be, in accordance with its terms, liquidated in full at maturity;

   (3) is eligible for collateral for borrowing from a Federal Reserve Bank; and

   (4) is accepted by a bank organized and existing under the laws of the United States or any state, if the short-term obligations of the bank, or of a bank holding company of which the bank is the largest subsidiary, are rated not less than A-1 or P-1 or an equivalent rating by at least one nationally recognized credit rating agency.

3. **Commercial paper** if the commercial paper:

   (1) has a stated maturity of 270 days or fewer from date of it issuance; and

   (2) is rated not less than A-1 or P-1 or an equivalent rating by at least:

      (a) two nationally recognized credit rating agencies; or

      (b) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.

4. (A.) **No-load money market mutual funds** if the mutual fund:

(1) is registered with and regulated by the Securities and Exchange Commission;

(2) provides the investing strategy with a prospectus and other information required by the Securities Exchange Act of 1934 (15 U.S.C. Section 78a et seq.) or the Investment Company Act of 1940 (15 U.S.C. Section 80a-1 et seq.)

(3) has a dollar-weighted average stated maturity of 90 or fewer; and

(4) includes in its investment objectives the maintenance of a stable net asset value of $1 for each share.

(5) has not caused a loss of Principal for a public entity**.**

(B.) The County is not authorized by this section to:

(1) invest in the aggregate more than 15 percent of its monthly average fund balance, excluding bond proceeds and reserves and other funds held for debt service, in mutual funds described in Subsection (A);

(2) invest any portion of bond proceeds, reserves and funds held for debt service in mutual funds described in subsection (A); or

(3) invest its funds or funds under its control, including bond proceeds and reserves and other funds held for debt service, in any one mutual fund described in Subsection (A) in an amount that exceeds 10 percent of the total assets of the mutual fund.

Competitive Selection Criteria

Before the County invests any surplus funds, a well documented "bid/offer request" process shall be conducted by the Investment Officer which provides a public record available for audit and review. If a specific maturity date is required, either for cash flow purposes or for conformance to maturity guidelines, three bids/offers will be requested for instruments which meet the maturity requirement.

VI. INVESTMENT INSTITUTIONS

The Investment Officer is authorized to utilize the following types of institutions or groups to facilitate the investment of County funds consistent with Federal and State Laws and the County's Bank Depository contracts, provided that each institution has been first duly authorized by Commissioners' Court, with each officials name or title recorded in the Court's minutes.

1. Depository Bank(s)
2. Securities and Investment Firms
3. Bank Dealers
4. An investment management firm registered under the Investment Advisers Act of 1940 (15 U.S.C. section 80b-1 et seq.) or with the State Securities Board to provide for the investment and management of its public funds or other funds under its control. A contract made under authority of this subsection may not be for a term longer than two years. A renewal or extension of the contract must be made by the governing body of the investing entity by order, ordinance or resolution.

The Investment Officer shall maintain a listing of financial institutions which are approved by Commissioners' Court for investment purposes. Banks shall provide their most recent Consolidated Report of Condition at the request of the County. At a minimum, the County shall conduct an annual evaluation of each bank's creditworthiness to determine whether it should be on the "Approved Broker/Dealer and Bank" list.

Securities dealers not affiliated with a bank shall be required to be classified as reporting dealers affiliated with the New York Federal Reserve Bank, as primary dealers, unless a comprehensive credit and capitalization analysis reveals the firm is adequately financed to conduct public business.

A written copy of this Investment Policy shall be presented to any person offering to engage in an investment transaction with the County or to an investment management firm under contract with the County to invest or manage the County's investment portfolio. For purposes of this subsection, a business organization includes investment pools and an investment management firm under contract with an investing entity to invest or manage the County's investment portfolio. Nothing in this subsection relieves the County of the responsibility for monitoring the investments made by the investing entity to determine that they are in compliance with the investment policy. The qualified representative of the business organization offering to engage in an investment transaction with the County shall execute a written instrument in a form acceptable to the County and the business organization substantially to the effect that the business organization has:

(1) received and reviewed the Investment Policy of the County; and

(2) acknowledged that the business organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the County and the organization that are not authorized by the County's Investment Policy, except to the extent that this authorization is dependent on an analysis of the makeup of the County's entire portfolio or requires an interpretation of subjective investment standards.

This Article VI does not prohibit the County or the Investment Officer from using County

employees or the services of a contractor to aid the Investment Officer in the execution of his duties under the Public Funds Investment Act.

VII. AUTHORIZED COLLATERAL AND COLLATERAL PROCEDURES

The investment of any Galveston County funds shall be collateralized consistent with Federal and State statutes and regulations. Collateralized securities such as repurchase agreements shall be purchased using the "delivery vs. payment" procedure.

Certificates of Deposit must be guaranteed or insured as set forth in Article V. Collateral securities shall have a market value of not less than the principal amount of the certificates and will not consist of derivative investment instruments.

VIII. SAFEKEEPING AND CUSTODY

The investment of all County funds shall be secured by written safekeeping documents which shall be held by a disinterested third party national bank**,** or the Federal Reserve**,** in the County's name. The safekeeping agent shall issue a safekeeping receipt to the County listing the specific instrument, par amount, maturity date, CUSIP number, transaction date, safekeeping receipt number, and other pertinent information required by the County. The custodian shall process all County security transactions on a "delivery vs. payment" basis. By so doing, County funds are not released until the County has received, through the Federal Reserve wire, the securities purchased.

IX. SELECTION AND COMPLIANCE OF BROKER/DEALERS AND OTHER QUALIFIED REPRESENTATIVES

Broker/Dealer and other Qualified Representatives Questionnaire and Certification Requirements

Before engaging in investment transactions with a broker/dealer not on the approved broker/dealer list, the Broker/Dealer must obtain a copy of the following forms from the Investment Officer:

1. Broker/Dealer Certification (Exhibit 2)
2. Broker/Dealer Questionnaire (Exhibit 3)
3. This Investment Policy Manual
4. Public Funds Investment Act
5. Delivery Instructions
6. Anti-Collusion Statement (Exhibit 4)
7. Capital Adequacy Guideline/Focus Statement (Exhibit 5)

The Broker/Dealer Questionnaire, Anti-Collusion Statement, Broker/Dealer Certification

forms, financial statements, NASD Certification Proof, Texas State Securities Registration proof and proof of professional liability insurance policies must be completed by prospective security Broker/Dealers and given to the Investment Committee to enable the Investment Committee to have information needed to evaluate a firm's capabilities and potential risks. The certification form must include a certification that the Broker/Dealer has personally received, reviewed, and understands the County's investments policies and has implemented reasonable investment transaction procedures and controls to facilitate compliance therewith. In addition, the County and the Broker/Dealer will, at all times, strive to preclude imprudent investment activities arising out of transactions conducted between the firm and the County**.** In order to accomplish this, the County also requires that all brokerage firms submit the most current U4 on each broker who will be servicing the County's accounts outlining any disciplinary history taken against the broker. The Broker/Dealer must also submit references by other public fund investment officers and provide evidence of capital adequacy along with a statement, in the form prescribed in Exhibit 5, that the firm voluntarily complies with the Federal Reserve's Capital Adequacy Guidelines (CAG).

Qualifications for Approval as Broker/Dealer

Once prospective and currently authorized Broker/Dealers have completed the questionnaire and returned other required information, the Investment Committee shall perform an evaluation of responses and, if necessary, make recommendations to the Commissioners' Court to incorporate or delete Broker/Dealers from the approved Broker/Dealers list. The Investment Committee shall recommend for approval, Broker/Dealers which demonstrate possession of the following criteria:

1. Institutional Investment Experience;

2. Good References from public fund investment officers;

3. Adequate capitalization per the Capital Adequacy Guidelines for Government Securities Dealers published by the New York Federal Reserve Bank;

4. An understanding of the County's Investment Policies and Procedures;

5. Membership in good standing in the National Association of Securities Dealers, Inc.;

6. Valid licensure from the State of Texas;

7. A U4 reflecting high standards in business dealings with both public and private entities; and

8. Return all required documents, signed, and in the exact form as they were provided by Galveston County.

For Brokers/Dealers of government securities, the Investment Committee shall recommend only primary government securities dealers that report daily to the New York Federal Reserve Bank, unless a comprehensive credit and capitalization analysis reveals that the firm is adequately financed to conduct public business. The Investment Committee will not recommend a securities dealer with whom or through whom public entities have paid excessive prices.

Although having an office in Texas is not a required criteria, the County prefers working with Broker/Dealers with offices located in Texas.

Approval of Broker/Dealer

The Commissioners' Court at least annually will approve Broker/Dealers recommended by the Investment Committee. The County may only purchase securities from authorized and qualified Broker/Dealers. Designation as a Broker/Dealer does not ensure that purchases of securities will be made by the County through such Broker/Dealer. The Investment Officer will at all times maintain a current list of authorized, qualified and approved Brokers/Dealers. The list will contain the date each such Brokers/Dealers was approved by the Commissioners' Court.

Due to the fluid nature of brokerage personnel within this industry, the County feels that it should preserve its relationship with the Dealer. In order to continue to do business with the County, the firm need not wait for yearly reapproval, but may resubmit paperwork covering a new broker servicing the account. This will be presented to the Investment Committee for re-approval. Brokers leaving a dealer for another firm must wait until the next approval period in order to submit an application as a Broker/Dealer for Galveston County.

Annual Review of Approved Broker/Dealers

New applicants and currently utilized Broker/Dealers must comply with the County's requirements of Broker/Dealers and submit Questionnaires, Certifications, and References to the Investment Officer(s) or their designees by the date and time specified by the Investment Committee, unless an extension is provided to all applicants, equally, by the Investment Committee.

The Investment Committee shall review, revise, reevaluate and adopt a list of Broker/Dealers that are authorized to engage in investment transactions with the County. This list shall be approved by Commissioners' Court annually based on the following criteria:

1. Performance since the last review based on participation in competitive bids/offers documented on bid/offer sheets;

2. Activity level based on proposals presented since the last review; and

3. All qualification criteria considered initially in the selection of Broker/Dealers.

Removal from Approved List

The Investment Committee may recommend at any time that a Broker/Dealer be removed by the Commissioners' Court from the approved list for any of the following reasons:

1. Placing County funds at risk;

2. Inactivity of the Broker/Dealer institution;

3. Failure to maintain one or more of the criteria initially required in the Broker/Dealer selection process;

4. Offering to sell investments not in compliance with this Investment Policy;

5. Consistently causing an administrative burden by inaccurate documentation or untimely verifications of trade;

6. Consistently offering securities at non-competitive yield;

7. The approved qualified representative of the broker/dealer has;

   a) been disciplined by a self-regulatory organization (NASD or NYSE)
   b) settled with a customer for claims over $15,000
   c) been subjected to fines by their firm of over $2,500
   d) been held in violation of any securities act
   e) been convicted of a criminal offense; or

8. For any other reason designated by the Investment Committee

X. ARBITRAGE

The County will comply with all federal arbitrage regulations and bond covenants.

For compliance purposes, bond sale proceeds, investment proceeds, transferred proceeds, replacement proceeds, reserve and debt service funds may require diversification strategies by investment type, yield, and maturity.

Within the pooled bond funds and debt service funds portfolios, the proceeds of a single bond issue may be segregated and invested in a single eligible investment or group of eligible investments designed to facilitate arbitrage restrictions, arbitrage recordkeeping and calculation. Bond Funds, Debt Service Funds and related funds are to be kept separate from the general funds of the County until they are expended. The Investment Officer is charged with earning the highest possible yield on all bond funds without sacrificing this Investment Policy's emphasis upon Safety, Liquidity and Diversification.

The rules for the arbitrage rebate requirements stipulate that earnings from the investment of a tax-exempt issue, in excess of that earned at the yield on the issue (arbitrage), are paid (rebated) to the federal government. Investment of issue proceeds above the issue yield is allowable only during initial "temporary periods" as time periods specified by the rules. Issue proceeds may be invested without regard to yield only during this initial temporary period if certain tests are met. During the temporary period the Investment Officer will obtain the highest yield possible. The arbitrage yield restriction rules further require that after the expiration of an issue's temporary period investment of any remaining proceeds cannot exceed the yield on the issue. Following the temporary period, the Investment Officer must "yield restrict" remaining proceeds or else take corrective measures, one of which is to make a "yield reduction payment" to the federal government.

Investment of tax exempt proceeds, within the constraints of the arbitrage rebate and arbitrage yield restriction temporary period framework discussed above, requires that unexpended proceeds be invested at "fair market value" (FMV). The arbitrage regulations contain a number of safe harbor tests for establishing fair market value for certain types of investments.

The Investment Officer is responsible for investing bond proceeds and other related funds to ensure compliance with federal arbitrage regulations. These funds also include "escrow funds" containing proceeds of a refunding issue established for the purpose of paying principal and interest on a prior or refunded issue. Earnings on the proceeds of a refunding issue are also subject to yield restriction at the refunding issue yield. The Investment Officer will monitor these funds to ensure that the reinvestment of maturing securities actually takes place, that the targeted securities are available at the time of need, and that yield restriction is not violated.

XI. PORTFOLIO MONITORING, EVALUATION, AND COMPLIANCE

The Investment Officer will routinely monitor the contents of the portfolios, the available markets and the relative values of competing instruments, and will adjust the portfolios accordingly. Market Value shall be established from a reputable and independent source readily available to the Investment Officer. Alternatively, fair market value may be established from the firm which originally sold the security to the County.

As set forth in §2256.023 of the Government Code Investment Reports will be submitted to the Commissioners' Court quarterly. The reports will contain sufficient information to permit evaluation of the investment program. These reports will also address compliance with this Investment Policy.

XII. INVESTMENT ACCOUNTING

The accounting for investments shall be in conformity with Generally Accepted Accounting Principles (GAAP). The primary source of GAAP for counties is the Governmental Accounting Standards Board (GASB). The Financial Accounting Standards Board (FASB) is secondary, and other sources are acknowledged by the Statement on Auditing Standards No. 69 of the AICPA which is lower in the GAAP hierarchy.

Pursuant to V.T.C.A., Local Government Code §112.006, the County Auditor shall keep a set of investment accounting subsidiary records which fully support all investment transactions performed by the Investment Officer. The Investment Officer shall also maintain detailed investment accounting records.

Pursuant to V.T.C.A., Local Government Code §112.002, the County Auditor shall prescribe the system of accounting for investments consistent with GAAP.

XIII. AUDITS

Annual Independent Compliance Audit

Concurrent with the County's annual independent financial audit, a compliance audit of investments shall be performed to test management controls and adherence to this Investment Policy.

Internal Audit

Pursuant to V.T.C.A., Local Government Code §115.003, the County Auditor shall fully examine the condition of, or shall inspect and count, the cash held by the County Treasurer or held in a bank in which the County Treasurer has placed the cash for safekeeping. The County Auditor shall make sure that all balances to the credit of the various funds are actually on hand in cash and

that none of the funds are invested in any manner except as authorized by law.

XIV. INVESTMENT POLICY REVIEW AND AMENDMENT PROCEDURES

Review Procedures

The Investment Committee shall review this Investment Policy and its exhibits at least annually and recommend revisions due to legislative actions and changing market conditions to the Commissioners' Court for its written approval.

Changes to Investment Policy

Revisions to this Investment Policy must be approved by the Commissioners' Court before they become effective.

XV. GENERAL CONSTRUCTIVE AND INTERPRETIVE PROVISIONS

General Provisions:

This policy shall be construed to give all of the authorization intended for the investment of all portfolios.

The Commissioners' Court shall resolve any questions about interpretation of any portion of this policy.

If there is any conflict between this policy and the state constitution or any state or federal law or any rule adopted in accordance therewith, this policy prevails to the greatest extent possible without violating such constitution, federal or state law or rule.

Words and phrases that have acquired a technical or particular meaning whether by definition in this policy or otherwise, are construed according to the acquired meaning.

Throughout this policy, headings for sections, subsections and portions of the text are inserted for convenience only. These headings are not to be construed to expand or limit the interpretation of the text that follows the heading.

When a period is stated in days, the days are construed as calendar days unless otherwise stated. If the last day of any period is a Saturday, Sunday or County holiday, the period is extended to include the next day that is not a Saturday, Sunday or County holiday.

Effective Date

The Galveston County Investment Policy is effective upon adoption by the Commissioners'

Court.

EXHIBIT 1

The logo on this form may have been updated. The content of this document has not been modified since its original website posting. In light of rapidly changing business and regulatory environments, current accuracy cannot be assured.

Master Repurchase Agreement

September 1996 Version

Dated as of _____

Between: _____

and _____

1. Applicability

From time to time the parties hereto may enter into transactions in which one party ("Seller") agrees to transfer to the other ("Buyer") securities or other assets ("Securities") against the transfer of funds by Buyer, with a simultaneous agreement by Buyer to transfer to Seller such Securities at a date certain or on demand, against the transfer of funds by Seller. Each such transaction shall be referred to herein as a "Transaction" and, unless otherwise agreed in writing, shall be governed by this Agreement, including any supplemental terms or conditions contained in Annex I hereto and in any other annexes identified herein or therein as applicable hereunder.

2. Definitions

(a) "Act of Insolvency", with respect to any party, (i) the commencement by such party as debtor of any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, moratorium, dissolution, delinquency or similar law, or such party seeking the appointment or election of a receiver, conservator, trustee, custodian or similar official for such party or any substantial part of its property, or the convening of any meeting of creditors for purposes of commencing any such case or proceeding or seeking such an appointment or election, (ii) the commencement of any such case or proceeding against such party, or another seeking such an appointment or election, or the filing against a party of an application for a protective decree under the provisions of the Securities Investor Protection Act of 1970, which (A) is consented to or not timely contested by such party, (B) results in the entry of an order for relief, such an appointment or election, the issuance of such a protective decree or the entry of an order having a similar effect, or (C) is not dismissed within 15 days, (iii) the making by such party of a general assignment for the benefit of creditors, or (iv) the admission in writing by such party of such party's inability to pay such party's debts as they become due;

(b) "Additional Purchased Securities", Securities provided by Seller to Buyer pursuant to Paragraph 4(a) hereof;

(c) "Buyer's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Buyer's Margin Percentage to the Repurchase Price for such Transaction as of such date;

(d) "Buyer's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Seller's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction;

(e) "Confirmation", the meaning specified in Paragraph 3(b) hereof;

(f) "Income", with respect to any Security at any time, any principal thereof and all interest, dividends or other distributions thereon;

(g) "Margin Deficit", the meaning specified in Paragraph 4(a) hereof;

(h) "Margin Excess", the meaning specified in Paragraph 4(b) hereof;

(i) "Margin Notice Deadline", the time agreed to by the parties in the relevant Confirmation, Annex I hereto or otherwise as the deadline for giving notice requiring same-day satisfaction of margin maintenance obligations as provided in Paragraph 4 hereof (or, in the absence of any such agreement, the deadline for such purposes established in accordance with market practice);

(j) "Market Value", with respect to any Securities as of any date, the price for such Securities on such date obtained from a generally recognized source agreed to by the parties or the most recent closing bid quotation from such a source, plus accrued Income to the extent not included therein (other than any Income credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) as of such date (unless contrary to market practice for such Securities);

(k) "Price Differential", with respect to any Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Transaction to the Purchase Price for such Transaction on a 360 day per year basis for the actual number of days during the period commencing on (and including) the Purchase Date for such Transaction and ending on (but excluding) the date of determination (reduced by any amount of such Price Differential previously paid by Seller to Buyer with respect to such Transaction);

(l) "Pricing Rate", the per annum percentage rate for determination of the Price Differential;

(m) "Prime Rate", the prime rate of U.S. commercial banks as published in The Wall Street Journal (or, if more than one such rate is published, the average of such rates);

(n) "Purchase Date", the date on which Purchased Securities are to be transferred by Seller to Buyer;

(o) "Purchase Price", (i) on the Purchase Date, the price at which Purchased Securities are transferred by Seller to Buyer, and (ii) thereafter, except where Buyer and Seller agree otherwise, such price increased by the amount of any cash transferred by Buyer to Seller pursuant to Paragraph 4(b) hereof and decreased by the amount of any cash transferred by Seller to Buyer pursuant to Paragraph 4(a) hereof or applied to reduce Seller's obligations under clause (ii) of Paragraph 5 hereof;

(p) "Purchased Securities", the Securities transferred by Seller to Buyer in a Transaction hereunder, and any Securities substituted therefor in accordance with Paragraph 9 hereof. The term "Purchased Securities" with respect to any Transaction at any time also shall include Additional Purchased Securities delivered pursuant to Paragraph 4(a) hereof and shall exclude Securities returned pursuant to Paragraph 4(b) hereof;

(q) "Repurchase Date", the date on which Seller is to repurchase the Purchased Securities from Buyer, including any date determined by application of the provisions of Paragraph 3(c) or 11 hereof;

(r) "Repurchase Price", the price at which Purchased Securities are to be transferred from Buyer to Seller upon termination of a Transaction, which will be determined in each case (including Transactions terminable upon demand) as the sum of the Purchase Price and the Price Differential as of the date of such determination;

(s) "Seller's Margin Amount", with respect to any Transaction as of any date, the amount obtained by application of the Seller's Margin Percentage to the Repurchase Price for such Transaction as of such date;

(t) "Seller's Margin Percentage", with respect to any Transaction as of any date, a percentage (which may be equal to the Buyer's Margin Percentage) agreed to by Buyer and Seller or, in the absence of any such agreement, the percentage obtained by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for such Transaction.

3. Initiation; Confirmation; Termination

(a) An agreement to enter into a Transaction may be made orally or in writing at the initiation of either Buyer or Seller. On the Purchase Date for the Transaction, the Purchased Securities shall be transferred to Buyer or its agent against the transfer of the Purchase Price to an account of Seller.

(b) Upon agreeing to enter into a Transaction hereunder, Buyer or Seller (or both), as shall be agreed, shall promptly deliver to the other party a written confirmation of each Transaction (a "Confirmation"). The Confirmation shall describe the Purchased Securities (including CUSIP number, if any), identify Buyer and Seller and set forth (i) the Purchase Date, (ii) the Purchase Price, (iii) the Repurchase Date, unless the Transaction is to be terminable on demand, (iv) the Pricing Rate or Repurchase Price applicable to the Transaction, and (v) any additional terms or conditions of the Transaction not inconsistent with this Agreement. The Confirmation, together with this Agreement, shall constitute conclusive evidence of the terms agreed between Buyer and Seller with respect to the Transaction to which the Confirmation relates, unless with

respect to the Confirmation specific objection is made promptly after receipt thereof. In the event of any conflict between the terms of such Confirmation and this Agreement, this Agreement shall prevail.

(c) In the case of Transactions terminable upon demand, such demand shall be made by Buyer or Seller, no later than such time as is customary in accordance with market practice, by telephone or otherwise on or prior to the business day on which such termination will be effective. On the date specified in such demand, or on the date fixed for termination in the case of Transactions having a fixed term, termination of the Transaction will be effected by transfer to Seller or its agent of the Purchased Securities and any Income in respect thereof received by Buyer (and not previously credited or transferred to, or applied to the obligations of, Seller pursuant to Paragraph 5 hereof) against the transfer of the Repurchase Price to an account of Buyer.

4. Margin Maintenance

(a) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Buyer is less than the aggregate Buyer's Margin Amount for all such Transactions (a "Margin Deficit"), then Buyer may by notice to Seller require Seller in such Transactions, at Seller's option, to transfer to Buyer cash or additional Securities reasonably acceptable to Buyer ("Additional Purchased Securities"), so that the cash and aggregate Market Value of the Purchased Securities, including any such Additional Purchased Securities, will thereupon equal or exceed such aggregate Buyer's Margin Amount (decreased by the amount of any Margin Deficit as of such date arising from any Transactions in which such Buyer is acting as Seller).

(b) If at any time the aggregate Market Value of all Purchased Securities subject to all Transactions in which a particular party hereto is acting as Seller exceeds the aggregate Seller's Margin Amount for all such Transactions at such time (a "Margin Excess"), then Seller may by notice to Buyer require Buyer in such Transactions, at Buyer's option, to transfer cash or Purchased Securities to Seller, so that the aggregate Market Value of the Purchased Securities, after deduction of any such cash or any Purchased Securities so transferred, will thereupon not exceed such aggregate Seller's Margin Amount (increased by the amount of any Margin Excess as of such date arising from any Transactions in which such Seller is acting as Buyer).

(c) If any notice is given by Buyer or Seller under subparagraph (a) or (b) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer cash or Additional Purchased Securities as provided in such subparagraph no later than the close of business in the relevant market on such day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such cash or Securities no later than the close of business in the relevant market on the next business day following such notice.

(d) Any cash transferred pursuant to this Paragraph shall be attributed to such Transactions as shall be agreed upon by Buyer and Seller.

(e) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer or Seller (or both) under subparagraphs (a) and (b) of this Paragraph may be exercised only where a Margin Deficit or Margin Excess, as the case may be, exceeds a specified dollar amount or a specified percentage of the Repurchase Prices for such Transactions (which amount or percentage shall be agreed to by Buyer and Seller prior to entering into any such Transactions).

(f) Seller and Buyer may agree, with respect to any or all Transactions hereunder, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of this Paragraph to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or Margin Excess exists with respect to any single Transaction hereunder (calculated without regard to any other Transaction outstanding under this Agreement).

5. Income Payments

Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of the Securities that is not otherwise received by Seller, to the full extent it would be so entitled if the Securities had not been sold to Buyer. Buyer shall, as the parties may agree with respect to any Transaction (or, in the absence of any such agreement, as Buyer shall reasonably determine in its discretion), on the date such Income is paid or distributed either (i) transfer to or credit to the account of Seller such Income with respect to any Purchased Securities subject to such Transaction or (ii) with respect to Income paid in cash, apply the Income payment or payments to reduce the amount, if any, to be transferred to Buyer by Seller upon termination of such Transaction. Buyer shall not be obligated to take any action pursuant to the preceding sentence (A) to the extent that such action would result in the creation of a Margin Deficit, unless prior thereto or simultaneously therewith Seller transfers to Buyer cash or Additional Purchased Securities sufficient to eliminate such Margin Deficit, or (B) if an Event of Default with respect to Seller has occurred and is then continuing at the time such Income is paid or distributed.

6. Security Interest

Although the parties intend that all Transactions hereunder be sales and purchases and not loans, in the event any such Transactions are deemed to be loans, Seller shall be deemed to have pledged to Buyer as security for the performance by Seller of its obligations under each such Transaction, and shall be deemed to have granted to Buyer a security interest in, all of the Purchased Securities with respect to all Transactions hereunder and all Income thereon and other proceeds thereof.

7. Payment and Transfer

Unless otherwise mutually agreed, all transfers of funds hereunder shall be in immediately available funds. All Securities transferred by one party hereto to the other party (i) shall be in suitable form for transfer or shall be accompanied by duly executed instruments of transfer or assignment in blank and such other documentation as the party receiving possession may reasonably request, (ii) shall be transferred on the book-entry system of a Federal Reserve Bank, or (iii) shall be transferred by any other method mutually acceptable to Seller and Buyer.

8. Segregation of Purchased Securities

To the extent required by applicable law, all Purchased Securities in the possession of Seller shall be segregated from other securities in its possession and shall be identified as subject to this Agreement. Segregation may be accomplished by appropriate identification on the books and records of the holder, including a financial or securities intermediary or a clearing corporation. All of Seller's interest in the Purchased Securities shall pass to Buyer on the Purchase Date and, unless otherwise agreed by Buyer and Seller, nothing in this Agreement shall preclude Buyer from engaging in repurchase transactions with the Purchased Securities or otherwise selling, transferring, pledging or hypothecating the Purchased Securities, but no such transaction shall relieve Buyer of its obligations to transfer Purchased Securities to Seller pursuant to Paragraph 3, 4 or 11 hereof, or of Buyer's obligation to credit or pay Income to, or apply Income to the obligations of, Seller pursuant to Paragraph 5 hereof.

Required Disclosure for Transactions in Which the Seller Retains Custody of the Purchased Securities

Seller is not permitted to substitute other securities for those subject to this Agreement and therefore must keep Buyer's securities segregated at all times, unless in this Agreement Buyer grants Seller the right to substitute other securities. If Buyer grants the right to substitute, this means that Buyer's securities will likely be commingled with Seller's own securities during the trading day. Buyer is advised that, during any trading day that Buyer's securities are commingled with Seller's securities, they [will]* [may]** be subject to liens granted by Seller to [its clearing bank]* [third parties]** and may be used by Seller for deliveries on other securities transactions. Whenever the securities are commingled, Seller's ability to resegregate substitute securities for Buyer will be subject to Seller's ability to satisfy [the clearing]* [any]** lien or to obtain substitute securities.

* Language to be used under 17 C.F.R. §403.4(e) if Seller is a government securities broker or dealer other than a financial institution.
** Language to be used under 17 C.F.R. §403.5(d) if Seller is a financial institution.

9. Substitution

(a) Seller may, subject to agreement with and acceptance by Buyer, substitute other Securities for any Purchased Securities. Such substitution shall be made by transfer to Buyer of such other Securities and transfer to Seller of such Purchased Securities. After substitution, the substituted Securities shall be deemed to be Purchased Securities.

(b) In Transactions in which Seller retains custody of Purchased Securities, the parties expressly agree that Buyer shall be deemed, for purposes of subparagraph (a) of this Paragraph, to have agreed to and accepted in this Agreement substitution by Seller of other Securities for Purchased Securities; provided, however, that such other Securities shall have a Market Value at least equal to the Market Value of the Purchased Securities for which they are substituted.

10. Representations

Each of Buyer and Seller represents and warrants to the other that (i) it is duly authorized to execute and deliver this Agreement, to enter into Transactions contemplated hereunder and to perform its obligations hereunder and has taken all necessary action to authorize such execution, delivery and performance, (ii) it will engage in such Transactions as principal (or, if agreed in writing, in the form of an annex hereto or otherwise, in advance of any Transaction by the other party hereto, as agent for a disclosed principal), (iii) the person signing this Agreement on its behalf is duly authorized to do so on its behalf (or on behalf of any such disclosed principal), (iv) it has obtained all authorizations of any governmental body required in connection with this Agreement and the Transactions hereunder and such authorizations are in full force and effect and (v) the execution, delivery and performance of this Agreement and the Transactions hereunder will not violate any law, ordinance, charter, by-law or rule applicable to it or any agreement by which it is bound or by which any of its assets are affected. On the Purchase Date for any Transaction Buyer and Seller shall each be deemed to repeat all the foregoing representations made by it.

11. Events of Default

In the event that (i) Seller fails to transfer or Buyer fails to purchase Purchased Securities upon the applicable Purchase Date, (ii) Seller fails to repurchase or Buyer fails to transfer Purchased Securities upon the applicable Repurchase Date, (iii) Seller or Buyer fails to comply with Paragraph 4 hereof, (iv) Buyer fails, after one business day's notice, to comply with Paragraph 5 hereof, (v) an Act of Insolvency occurs with respect to Seller or Buyer, (vi) any representation made by Seller or Buyer shall have been incorrect or untrue in any material respect when made or repeated or deemed to have been made or repeated, or (vii) Seller or Buyer shall admit to the other its inability to, or its intention not to, perform any of its obligations hereunder (each an "Event of Default"):

(a) The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), declare an Event of Default to have occurred hereunder and, upon the exercise or deemed exercise of such option, the Repurchase Date for each Transaction hereunder shall, if it has not already occurred, be deemed immediately to occur (except that, in the event that the Purchase Date for any Transaction has not yet occurred as of the date of such exercise or deemed exercise, such Transaction shall be deemed immediately canceled). The nondefaulting party shall (except upon the occurrence of an Act of Insolvency) give notice to the defaulting party of the exercise of such option as promptly as practicable.

(b) In all Transactions in which the defaulting party is acting as Seller, if the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, (i) the defaulting party's obligations in such Transactions to repurchase all Purchased Securities, at the Repurchase Price therefor on the Repurchase Date determined in accordance with subparagraph (a) of this Paragraph, shall thereupon become immediately due and payable, (ii) all Income paid after such exercise or deemed exercise shall be retained by the nondefaulting party and applied to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder, and (iii) the defaulting party shall immediately deliver to the nondefaulting party any Purchased Securities subject to such Transactions then in the defaulting party's possession or control.

(c) In all Transactions in which the defaulting party is acting as Buyer, upon tender by the nondefaulting party of payment of the aggregate Repurchase Prices for all such Transactions, all right, title and interest in and entitlement to all Purchased Securities subject to such Transactions shall be deemed transferred to the nondefaulting party, and the defaulting party shall deliver all such Purchased Securities to the nondefaulting party.

(d) If the nondefaulting party exercises or is deemed to have exercised the option referred to in subparagraph (a) of this Paragraph, the nondefaulting party, without prior notice to the defaulting party, may:

(i) as to Transactions in which the defaulting party is acting as Seller, (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Purchased Securities subject to such Transactions and apply the proceeds thereof to the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Purchased Securities, to give the defaulting party credit for such Purchased Securities in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against the aggregate unpaid Repurchase Prices and any other amounts owing by the defaulting party hereunder; and

(ii) as to Transactions in which the defaulting party is acting as Buyer, (A) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Purchased Securities that are not delivered by the defaulting party to the nondefaulting party as required hereunder or (B) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source.

Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the nondefaulting party may establish the source therefor in its sole discretion and (3) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities).

(e) As to Transactions in which the defaulting party is acting as Buyer, the defaulting party shall be liable to the nondefaulting party for any excess of the price paid (or deemed paid) by the nondefaulting party for Replacement Securities over the Repurchase Price for the Purchased Securities replaced thereby and for any amounts payable by the defaulting party under Paragraph 5 hereof or otherwise hereunder.

(f) For purposes of this Paragraph 11, the Repurchase Price for each Transaction hereunder in respect of which the defaulting party is acting as Buyer shall not increase above the

amount of such Repurchase Price for such Transaction determined as of the date of the exercise or deemed exercise by the nondefaulting party of the option referred to in subparagraph (a) of this Paragraph.

(g) The defaulting party shall be liable to the nondefaulting party for (i) the amount of all reasonable legal or other expenses incurred by the nondefaulting party in connection with or as a result of an Event of Default, (ii) damages in an amount equal to the cost (including all fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions in connection with or as a result of an Event of Default, and (iii) any other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction.

(h) To the extent permitted by applicable law, the defaulting party shall be liable to the nondefaulting party for interest on any amounts owing by the defaulting party hereunder, from the date the defaulting party becomes liable for such amounts hereunder until such amounts are (i) paid in full by the defaulting party or (ii) satisfied in full by the exercise of the nondefaulting party's rights hereunder. Interest on any sum payable by the defaulting party to the nondefaulting party under this Paragraph 11(h) shall be at a rate equal to the greater of the Pricing Rate for the relevant Transaction or the Prime Rate.

(i) The nondefaulting party shall have, in addition to its rights hereunder, any rights otherwise available to it under any other agreement or applicable law.

12. Single Agreement

Buyer and Seller acknowledge that, and have entered hereinto and will enter into each Transaction hereunder in consideration of and in reliance upon the fact that, all Transactions hereunder constitute a single business and contractual relationship and have been made in consideration of each other. Accordingly, each of Buyer and Seller agrees (i) to perform all of its obligations in respect of each Transaction hereunder, and that a default in the performance of any such obligations shall constitute a default by it in respect of all Transactions hereunder, (ii) that each of them shall be entitled to set off claims and apply property held by them in respect of any Transaction against obligations owing to them in respect of any other Transactions hereunder and (iii) that payments, deliveries and other transfers made by either of them in respect of any Transaction shall be deemed to have been made in consideration of payments, deliveries and other transfers in respect of any other Transactions hereunder, and the obligations to make any such payments, deliveries and other transfers may be applied against each other and netted.

13. Notices and Other Communications

Any and all notices, statements, demands or other communications hereunder may be given by a party to the other by mail, facsimile, telegraph, messenger or otherwise to the address specified in Annex II hereto, or so sent to such party at any other place specified in a notice of change of address hereafter received by the other. All notices, demands and requests hereunder may be made orally, to be confirmed promptly in writing, or by other communication as specified in the preceding sentence.

14. Entire Agreement; Severability

This Agreement shall supersede any existing agreements between the parties containing general terms and conditions for repurchase transactions. Each provision and agreement herein shall be treated as separate and independent from any other provision or agreement herein and shall be enforceable notwithstanding the unenforceability of any such other provision or agreement.

15. Non-assignability; Termination

(a) The rights and obligations of the parties under this Agreement and under any Transaction shall not be assigned by either party without the prior written consent of the other party, and any such assignment without the prior written consent of the other party shall be null and void. Subject to the foregoing, this Agreement and any Transactions shall be binding upon and shall inure to the benefit of the parties and their respective successors and assigns. This Agreement may be terminated by either party upon giving written notice to the other, except that this Agreement shall, notwithstanding such notice, remain applicable to any Transactions then outstanding.

(b) Subparagraph (a) of this Paragraph 15 shall not preclude a party from assigning, charging or otherwise dealing with all or any part of its interest in any sum payable to it under Paragraph 11 hereof.

16. Governing Law

This Agreement shall be governed by the laws of the State of New York without giving effect to the conflict of law principles thereof.

17. No Waivers, Etc.

No express or implied waiver of any Event of Default by either party shall constitute a waiver of any other Event of Default and no exercise of any remedy hereunder by any party shall constitute a waiver of its right to exercise any other remedy hereunder. No modification or waiver of any provision of this Agreement and no consent by any party to a departure herefrom shall be effective unless and until such shall be in writing and duly executed by both of the parties hereto. Without limitation on any of the foregoing, the failure to give a notice pursuant to Paragraph 4(a) or 4(b) hereof will not constitute a waiver of any right to do so at a later date.

18. Use of Employee Plan Assets

(a) If assets of an employee benefit plan subject to any provision of the Employee Retirement Income Security Act of 1974 ("ERISA") are intended to be used by either party hereto (the "Plan Party") in a Transaction, the Plan Party shall so notify the other party prior to the Transaction. The Plan Party shall represent in writing to the other party that the Transaction does not constitute a prohibited transaction under ERISA or is otherwise exempt therefrom, and the other party may proceed in reliance thereon but shall not be required so to proceed.

(b) Subject to the last sentence of subparagraph (a) of this Paragraph, any such Transaction shall proceed only if Seller furnishes or has furnished to Buyer its most recent available audited statement of its financial condition and its most recent subsequent unaudited statement of its financial condition.

(c) By entering into a Transaction pursuant to this Paragraph, Seller shall be deemed (i) to represent to Buyer that since the date of Seller's latest such financial statements, there has been no material adverse change in Seller's financial condition which Seller has not disclosed to Buyer, and (ii) to agree to provide Buyer with future audited and unaudited statements of its financial condition as they are issued, so long as it is a Seller in any outstanding Transaction involving a Plan Party.

19. Intent

(a) The parties recognize that each Transaction is a "repurchase agreement" as that term is defined in Section 101 of Title 11 of the United States Code, as amended (except insofar as the type of Securities subject to such Transaction or the term of such Transaction would render such definition inapplicable), and a "securities contract" as that term is defined in Section 741 of Title 11 of the United States Code, as amended (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

(b) It is understood that either party's right to liquidate Securities delivered to it in connection with Transactions hereunder or to exercise any other remedies pursuant to Paragraph 11 hereof is a contractual right to liquidate such Transaction as described in Sections 555 and 559 of Title 11 of the United States Code, as amended.

(c) The parties agree and acknowledge that if a party hereto is an "insured depository institution," as such term is defined in the Federal Deposit Insurance Act, as amended ("FDIA"), then each Transaction hereunder is a "qualified financial contract," as that term is defined in FDIA and any rules, orders or policy statements thereunder (except insofar as the type of assets subject to such Transaction would render such definition inapplicable).

(d) It is understood that this Agreement constitutes a "netting contract" as defined in and subject to Title IV of the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA") and each payment entitlement and payment obligation under any Transaction hereunder shall constitute a "covered contractual payment entitlement" or "covered contractual payment obligation", respectively, as defined in and subject to FDICIA (except insofar as one or both of the parties is not a "financial institution" as that term is defined in FDICIA).

20. Disclosure Relating to Certain Federal Protections

The parties acknowledge that they have been advised that:

(a) in the case of Transactions in which one of the parties is a broker or dealer registered with the Securities and Exchange Commission ("SEC") under Section 15 of the Securities Exchange Act of 1934 ("1934 Act"), the Securities Investor Protection Corporation has

taken the position that the provisions of the Securities Investor Protection Act of 1970 ("SIPA") do not protect the other party with respect to any Transaction hereunder;

(b) in the case of Transactions in which one of the parties is a government securities broker or a government securities dealer registered with the SEC under Section 15C of the 1934 Act, SIPA will not provide protection to the other party with respect to any Transaction hereunder; and

(c) in the case of Transactions in which one of the parties is a financial institution, funds held by the financial institution pursuant to a Transaction hereunder are not a deposit and therefore are not insured by the Federal Deposit Insurance Corporation or the National Credit Union Share Insurance Fund, as applicable.

[Name of Party]	[Name of Party]
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

Annex I

Supplemental Terms and Conditions

This Annex I forms a part of the Master Repurchase Agreement dated as of _____, _ _ __ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Annex I shall have the meanings ascribed to them in the Agreement.

1. Other Applicable Annexes. In addition to this Annex I and Annex II, the following Annexes and any Schedules thereto shall form a part of this Agreement and shall be applicable thereunder:

   [Annex III (International Transactions)]

   [Annex IV (Party Acting as Agent)]

   [Annex V (Margin for Forward Transactions)]

   [Annex VI (Buy/Sell Back Transactions)]

   [Annex VII (Transactions Involving Registered Investment Companies)]

Annex II

Names and Addresses for Communications Between Parties

Annex III

International Transactions

This Annex III (including any Schedules hereto) forms a part of the Master Repurchase Agreement dated as of _____ (the "Agreement") between _____ and _____ . Capitalized terms used but not defined in this Annex III shall have the meanings ascribed to them in the Agreement.

1. **Definitions.** For purposes of the Agreement and this Annex III:
   (a) The following terms shall have the following meanings:

   "Base Currency", United States dollars or such other currency as Buyer and Seller may agree in the Confirmation with respect to any International Transaction or otherwise in writing;

   "Business Day" or "business day":

   (i) in relation to any International Transaction which (A) involves an International Security and (B) is to be settled through CEDEL or Euroclear, a day on which CEDEL or, as the case may be, Euroclear is open to settle business in the currency in which the Purchase Price and the Repurchase Price are denominated;

   (ii) in relation to any International Transaction which (A) involves an International Security and (B) is to be settled through a settlement system other than CEDEL or Euroclear, a day on which that settlement system is open to settle such International Transaction;

   (iii) in relation to any International Transaction which involves a delivery of Securities not falling within (i) or (ii) above, a day on which banks are open for business in the place where delivery of the relevant Securities is to be effected; and

   (iv) in relation to any International Transaction which involves an obligation to make a payment not falling within (i) or (ii) above, a day other than a Saturday or Sunday on which banks are open for business in the principal financial center of the country of which the currency in which the payment is denominated is the official currency and, if different, in the place where any account designated by the parties for the making or receipt of the payment is situated (or, in the case of ECU, a day on which ECU clearing operates);

   "CEDEL", CEDEL Bank, société anonyme;

   "Contractual Currency", the currency in which the International Securities subject to any International Transaction are denominated or such other currency as may be specified in the Confirmation with respect to any International Transaction;

   "Euroclear", Morgan Guaranty Trust Company of New York, Brussels Branch, as operator of the Euroclear System;

"International Security", any Security that (i) is denominated in a currency other than United States dollars or (ii) is capable of being cleared through a clearing facility outside the United States or (iii) is issued by an issuer organized under the laws of a jurisdiction other than the United States (or any political subdivision thereof);

"International Transaction", any Transaction involving (i) an International Security or (ii) a party organized under the laws of a jurisdiction other than the United States (or any political subdivision thereof) or having its principal place of business outside the United States or (iii) a branch or office outside the United States designated in Annex I by a party organized under the laws of the United States (or any political subdivision thereof) as an office through which that party may act;

"LIBOR", in relation to any sum in any currency, the offered rate for deposits for such sum in such currency for a period of three months which appears on the Reuters Screen LIBO page as of 11:00 A.M., London time, on the date on which it is to be determined (or, if more than one such rate appears, the arithmetic mean of such rates);

"Spot Rate", where an amount in one currency is to be converted into a second currency on any date, the spot rate of exchange of a comparable amount quoted by a major money-center bank in the New York interbank market, as agreed by Buyer and Seller, for the sale by such bank of such second currency against a purchase by it of such first currency.

(b) Notwithstanding Paragraph 2 of the Agreement, the term "Prime Rate" shall mean, with respect to any International Transaction, LIBOR plus a spread, as may be specified in the Confirmation with respect to any International Transaction or otherwise in writing.

2. **Manner of Transfer.** All transfers of International Securities (i) shall be in suitable form for transfer and accompanied by duly executed instruments of transfer or assignment in blank (where required for transfer) and such other documentation as the transferee may reasonably request, or (ii) shall be transferred through the book-entry system of Euroclear or CEDEL, or (iii) shall be transferred through any other agreed securities clearing system or (iv) shall be transferred by any other method mutually acceptable to Seller and Buyer.

3. **Contractual Currency.**

(a) Unless otherwise mutually agreed, all funds transferred in respect of the Purchase Price or the Repurchase Price in any International Transaction shall be in the Contractual Currency.

(b) Notwithstanding subparagraph (a) of this Paragraph 3, the payee of any payment may, at its option, accept tender thereof in any other currency; provided, however, that, to the extent permitted by applicable law, the obligation of the payor to make such payment will be discharged only to the extent of the amount of the Contractual Currency that such payee may, consistent with normal banking procedures, purchase with such other currency (after deduction of any premium and costs of exchange) for delivery within the customary delivery period for spot transactions in respect of the relevant currency.

(c) If for any reason the amount in the Contractual Currency so received, including amounts received after conversion of any recovery under any judgment or order expressed in a currency other than the Contractual Currency, falls short of the amount in the Contractual Currency due in respect of the Agreement, the party required to make the payment shall (unless an Event of Default has occurred and such party is the nondefaulting party) as a separate and independent obligation (which shall not merge with any judgment or any payment or any partial payment or enforcement of payment) and to the extent permitted by applicable law, immediately pay such additional amount in the Contractual Currency as may be necessary to compensate for the shortfall.

(d) If for any reason the amount of the Contractual Currency received by one party hereto exceeds the amount in the Contractual Currency due such party in respect of the Agreement, then (unless an Event of Default has occurred and such party is the nondefaulting party) the party receiving the payment shall refund promptly the amount of such excess.

4. **Notices.** Any and all notices, statements, demands or other communications with respect to International Transactions shall be given in accordance with Paragraph 13 of the Agreement and shall be in the English language.

5. **Taxes.**

(a) Transfer taxes, stamp taxes and all similar costs with respect to the transfer of Securities shall be paid by Seller.

(b) (i) Unless otherwise agreed, all money payable by one party (the "Payor") to the other (the "Payee") in respect of any International Transaction shall be paid free and clear of, and without withholding or deduction for, any taxes or duties of whatsoever nature imposed, levied, collected, withheld or assessed by any authority having power to tax (a "Tax"), unless the withholding or deduction of such Tax is required by law. In that event, unless otherwise agreed, Payor shall pay such additional amounts as will result in the net amounts receivable by Payee (after taking account of such withholding or deduction) being equal to such amounts as would have been received by Payee had no such Tax been required to be withheld or deducted; provided that for purposes of Paragraphs 5 and 6 the term "Tax" shall not include any Tax that would not have been imposed but for the existence of any present or former connection between Payee and the jurisdiction imposing such Tax other than the mere receipt of payment from Payor or the performance of Payee's obligations under an International Transaction. The parties acknowledge and agree, for the avoidance of doubt, that the amount of Income required to be transferred, credited or applied by Buyer for the benefit of Seller under Paragraph 5 of the Agreement shall be determined without taking into account any Tax required to be withheld or deducted from such Income, unless otherwise agreed.

(ii) In the case of any Tax required to be withheld or deducted from any money payable to a party hereto acting as Payee by the other party hereto acting as Payor, Payee agrees to deliver to Payor (or, if applicable, to the authority imposing the Tax) any certificate or document reasonably requested by Payor that would entitle Payee to an exemption from, or reduction in the rate of, withholding or deduction of Tax from money payable by Payor to Payee.

(iii) Each party hereto agrees to notify the other party of any circumstance known or reasonably known to it (other than a Change of Tax Law, as defined in Paragraph 6 hereof) that causes a certificate or document provided by it pursuant to subparagraph (b)(ii) of this Paragraph to fail to be true.

(iv) Notwithstanding subparagraph (b)(i) of this Paragraph, no additional amounts shall be payable by Payor to Payee in respect of an International Transaction to the extent that such additional amounts are payable as a result of a failure by Payee to comply with its obligations under subparagraph (b)(ii) or (b)(iii) of this Paragraph with respect to such International Transaction.

6. Tax Event.

(a) This Paragraph 6 shall apply if either party notifies the other, with respect to a Tax required to be collected by withholding or deduction, that —

(i) any action taken by a taxing authority or brought in a court of competent jurisdiction after the date an International Transaction is entered into, regardless of whether such action is taken or brought with respect to a party to the Agreement; or

(ii) a change in the fiscal or regulatory regime after the date an International Transaction is entered into,

(each, a "Change of Tax Law") has or will, in the notifying party's reasonable opinion, have a material adverse effect on such party in the context of an International Transaction.

(b) If so requested by the other party, the notifying party will furnish the other party with an opinion of a suitably qualified adviser that an event referred to in subparagraph (a)(i) or (a)(ii) of this Paragraph 6 has occurred and affects the notifying party.

(c) Where this Paragraph 6 applies, the party giving the notice referred to in subparagraph (a) above may, subject to subparagraph (d) below, terminate the International Transaction effective from a date specified in the notice, not being earlier (unless so agreed by the other party) than 30 days after the date of such notice, by nominating such date as the Repurchase Date.

(d) If the party receiving the notice referred to in subparagraph (a) of this Paragraph 6 so elects, it may override such notice by giving a counter-notice to the other party. If a counter-notice is given, the party which gives such counter-notice will be deemed to have agreed to indemnify the other party against the adverse effect referred to in subparagraph (a) of this Paragraph 6 so far as it relates to the relevant International Transaction and the original Repurchase Date will continue to apply.

(e) Where an International Transaction is terminated as described in this Paragraph 6, the party which has given the notice to terminate shall indemnify the other party against any reasonable legal and other professional expenses incurred by the other party by reason of the termination, but the other party may not claim any sum constituting consequential loss or damage in respect of a termination in accordance with this Paragraph 6.

(f) This Paragraph 6 is without prejudice to Paragraph 5 of this Annex III; but an obligation to pay additional amounts pursuant to Paragraph 5 of this Annex III may, where appropriate, be a circumstance which causes this Paragraph 6 to apply.

7. **Margin.** In the calculation of "Margin Deficit" and "Margin Excess" pursuant to Paragraph 4 of the Agreement, all sums not denominated in the Base Currency shall be deemed to be converted into the Base Currency at the Spot Rate on the date of such calculation.

8. **Events of Default.**

(a) In addition to the Events of Default set forth in Paragraph 11 of the Agreement, it shall be an additional "Event of Default" if either party fails, after one business day's notice, to perform any covenant or obligation required to be performed by it under this Annex III, including, without limitation, the payment of taxes or additional amounts as required by Paragraph 5 of this Annex III.

(b) In addition to the other rights of a nondefaulting party under Paragraph 11 of the Agreement, following an Event of Default, the nondefaulting party may, at any time at its option, effect the conversion of any currency into a different currency of its choice at the Spot Rate on the date of the exercise of such option and offset obligations of the defaulting party denominated in different currencies against each other.

Schedule III.A

International Transactions Relating to [Relevant Country]

This Schedule III.A forms a part of Annex III to the Master Repurchase Agreement dated as of _____ , ____ (the "Agreement") between _____ and _____ . Capitalized terms used but not defined in this Schedule III.A shall have the meanings ascribed to them in Annex III.

[Insert provisions applicable to relevant country.]

Annex IV

Party Acting as Agent

This Annex IV forms a part of the Master Repurchase Agreement dated as of _____, ____ (the "Agreement") between _____ and _____. This Annex IV sets forth the terms and conditions governing all transactions in which a party selling securities or buying securities, as the case may be ("Agent"), in a Transaction is acting as agent for one or more third parties (each, a "Principal"). Capitalized terms used but not defined in this Annex IV shall have the meanings ascribed to them in the Agreement.

1. **Additional Representations.** In addition to the representations set forth in Paragraph 10 of the Agreement, Agent hereby makes the following representations, which shall continue during the term of any Transaction: Principal has duly authorized Agent to execute and deliver the Agreement on its behalf, has the power to so authorize Agent and to enter into the Transactions contemplated by the Agreement and to perform the obligations of Seller or Buyer, as the case may be, under such Transactions, and has taken all necessary action to authorize such execution and delivery by Agent and such performance by it.

2. **Identification of Principals.** Agent agrees (a) to provide the other party, prior to the date on which the parties agree to enter into any Transaction under the Agreement, with a written list of Principals for which it intends to act as Agent (which list may be amended in writing from time to time with the consent of the other party), and (b) to provide the other party, before the close of business on the next business day after orally agreeing to enter into a Transaction, with notice of the specific Principal or Principals for whom it is acting in connection with such Transaction. If (i) Agent fails to identify such Principal or Principals prior to the close of business on such next business day or (ii) the other party shall determine in its sole discretion that any Principal or Principals identified by Agent are not acceptable to it, the other party may reject and rescind any Transaction with such Principal or Principals, return to Agent any Purchased Securities or portion of the Purchase Price, as the case may be, previously transferred to the other party and refuse any further performance under such Transaction, and Agent shall immediately return to the other party any portion of the Purchase Price or Purchased Securities, as the case may be, previously transferred to Agent in connection with such Transaction; provided, however, that (A) the other party shall promptly (and in any event within one business day) notify Agent of its determination to reject and rescind such Transaction and (B) to the extent that any performance was rendered by any party under any Transaction rejected by the other party, such party shall remain entitled to any Price Differential or other amounts that would have been payable to it with respect to such performance if such Transaction had not been rejected. The other party acknowledges that Agent shall not have any obligation to provide it with confidential information regarding the financial status of its Principals; Agent agrees, however, that it will assist the other party in obtaining from Agent's Principals such information regarding the financial status of such Principals as the other party may reasonably request.

3. **Limitation of Agent's Liability.** The parties expressly acknowledge that if the representations of Agent under the Agreement, including this Annex IV, are true and correct in all material respects during the term of any Transaction and Agent otherwise complies with the provi-

sions of this Annex IV, then (a) Agent's obligations under the Agreement shall not include a guarantee of performance by its Principal or Principals and (b) the other party's remedies shall not include a right of setoff in respect of rights or obligations, if any, of Agent arising in other transactions in which Agent is acting as principal.

4. **Multiple Principals.**

(a) In the event that Agent proposes to act for more than one Principal hereunder, Agent and the other party shall elect whether (i) to treat Transactions under the Agreement as transactions entered into on behalf of separate Principals or (ii) to aggregate such Transactions as if they were transactions by a single Principal. Failure to make such an election in writing shall be deemed an election to treat Transactions under the Agreement as transactions on behalf of separate Principals.

(b) In the event that Agent and the other party elect (or are deemed to elect) to treat Transactions under the Agreement as transactions on behalf of separate Principals, the parties agree that (i) Agent will provide the other party, together with the notice described in Paragraph 2(b) of this Annex IV, notice specifying the portion of each Transaction allocable to the account of each of the Principals for which it is acting (to the extent that any such Transaction is allocable to the account of more than one Principal); (ii) the portion of any individual Transaction allocable to each Principal shall be deemed a separate Transaction under the Agreement; (iii) the margin maintenance obligations of Buyer and Seller under Paragraph 4 of the Agreement shall be determined on a Transaction-by-Transaction basis (unless the parties agree to determine such obligations on a Principal-by-Principal basis); and (iv) Buyer's and Seller's remedies under the Agreement upon the occurrence of an Event of Default shall be determined as if Agent had entered into a separate Agreement with the other party on behalf of each of its Principals.

(c) In the event that Agent and the other party elect to treat Transactions under the Agreement as if they were transactions by a single Principal, the parties agree that (i) Agent's notice under Paragraph 2(b) of this Annex IV need only identify the names of its Principals but not the portion of each Transaction allocable to each Principal's account; (ii) the margin maintenance obligations of Buyer and Seller under Paragraph 4 of the Agreement shall, subject to any greater requirement imposed by applicable law, be determined on an aggregate basis for all Transactions entered into by Agent on behalf of any Principal; and (iii) Buyer's and Seller's remedies upon the occurrence of an Event of Default shall be determined as if all Principals were a single Seller or Buyer, as the case may be.

(d) Notwithstanding any other provision of the Agreement (including, without limitation, this Annex IV), the parties agree that any Transactions by Agent on behalf of an employee benefit plan under ERISA shall be treated as Transactions on behalf of separate Principals in accordance with Paragraph 4(b) of this Annex IV (and all margin maintenance obligations of the parties shall be determined on a Transaction-by-Transaction basis).

5. **Interpretation of Terms.** All references to "Seller" or "Buyer", as the case may be, in the Agreement shall, subject to the provisions of this Annex IV (including, among other provisions, the limitations on Agent's liability in Paragraph 3 of this Annex IV), be construed to

reflect that (i) each Principal shall have, in connection with any Transaction or Transactions entered into by Agent on its behalf, the rights, responsibilities, privileges and obligations of a "Seller" or "Buyer", as the case may be, directly entering into such Transaction or Transactions with the other party under the Agreement, and (ii) Agent's Principal or Principals have designated Agent as their sole agent for performance of Seller's obligations to Buyer or Buyer's obligations to Seller, as the case may be, and for receipt of performance by Buyer of its obligations to Seller or Seller of its obligations to Buyer, as the case may be, in connection with any Transaction or Transactions under the Agreement (including, among other things, as Agent for each Principal in connection with transfers of Securities, cash or other property and as agent for giving and receiving all notices under the Agreement). Both Agent and its Principal or Principals shall be deemed "parties" to the Agreement and all references to a "party" or "either party" in the Agreement shall be deemed revised accordingly (and any Act of Insolvency with respect to Agent or any other Event of Default by Agent under Paragraph 11 of the Agreement shall be deemed an Event of Default by Seller or Buyer, as the case may be).

Annex V

Margin for Forward Transactions

This Annex V forms a part of the Master Repurchase Agreement dated as of _____, ____ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Annex V shall have the meanings ascribed to them in the Agreement.

1. **Definitions.** For purposes of the Agreement and this Annex V, the following terms shall have the following meanings:

   "Forward Exposure", the amount of loss a party would incur upon canceling a Forward Transaction and entering into a replacement transaction, determined in accordance with market practice or as otherwise agreed by the parties;

   "Forward Transaction", any Transaction agreed to by the parties as to which the Purchase Date has not yet occurred;

   "Net Forward Exposure", the aggregate amount of a party's Forward Exposure to the other party under all Forward Transactions hereunder reduced by the aggregate amount of any Forward Exposure of the other party to such party under all Forward Transactions hereunder;

   "Net Unsecured Forward Exposure", a party's Net Forward Exposure reduced by the Market Value of any Forward Collateral transferred to such party (and not returned) pursuant to Paragraph 2 of this Annex V.

2. **Margin Maintenance.**
   (a) If at any time a party (the "In-the-Money Party") shall have a Net Unsecured Forward Exposure to the other party (the "Out-of-the-Money Party") under one or more Forward Transactions, the In-the-Money Party may by notice to the Out-of-the-Money Party require the Out-of-the-Money Party to transfer to the In-the-Money Party Securities or cash reasonably acceptable to the In-the-Money-Party (together with any Income thereon and proceeds thereof, "Forward Collateral") having a Market Value sufficient to eliminate such Net Unsecured Forward Exposure. The Out-of-the-Money Party may by notice to the In-the-Money Party require the In-the-Money Party to transfer to the Out-of-the-Money Party Forward Collateral having a Market Value that exceeds the In-the-Money Party's Net Forward Exposure ("Excess Forward Collateral Amount"). The rights of the parties under this subparagraph shall be in addition to their rights under subparagraphs (a) and (b) of Paragraph 4 and any other provisions of the Agreement.

   (b) The parties may agree, with respect to any or all Forward Transactions hereunder, that the respective rights of the parties under subparagraph (a) of this Paragraph may be exercised only where a Net Unsecured Forward Exposure or Excess Forward Collateral Amount, as the case may be, exceeds a specified dollar amount or other specified threshold for such Forward Transactions (which amount or threshold shall be agreed to by the parties prior to entering into any such Forward Transactions).

(c) The parties may agree, with respect to any or all Forward Transactions hereunder, that the respective rights of the parties under subparagraph (a) of this Paragraph to require the elimination of a Net Unsecured Forward Exposure or Excess Forward Collateral Amount, as the case may be, may be exercised whenever such a Net Unsecured Forward Exposure or Excess Forward Collateral Amount exists with respect to any single Forward Transaction hereunder (calculated without regard to any other Forward Transaction outstanding hereunder).

(d) The parties may agree, with respect to any or all Forward Transactions hereunder, that (i) one party shall transfer to the other party Forward Collateral having a Market Value equal to a specified dollar amount or other specified threshold no later than the Margin Notice Deadline on the day such Forward Transaction is entered into by the parties or (ii) one party shall not be required to make any transfer otherwise required to be made under this Paragraph if, after giving effect to such transfer, the Market Value of the Forward Collateral held by such party would be less than a specified dollar amount or other specified threshold (which amount or threshold shall be agreed to by the parties prior to entering into any such Forward Transactions).

(e) If any notice is given by a party to the other under subparagraph (a) of this Paragraph at or before the Margin Notice Deadline on any business day, the party receiving such notice shall transfer Forward Collateral as provided in such subparagraph no later than the close of business in the relevant market on such business day. If any such notice is given after the Margin Notice Deadline, the party receiving such notice shall transfer such Forward Collateral no later than the close of business in the relevant market on the next business day.

(f) Upon the occurrence of the Purchase Date for any Forward Transaction and the performance by the parties of their respective obligations to transfer cash and Securities on such date, any Forward Collateral in respect of such Forward Transaction, together with any Income thereon and proceeds thereof, shall be transferred by the party holding such Forward Collateral to the other party; provided, however, that neither party shall be required to transfer such Forward Collateral to the other if such transfer would result in the creation of a Net Unsecured Forward Exposure of the transferor.

(g) The Pledgor (as defined below) of Forward Collateral may, subject to agreement with and acceptance by the Pledgee (as defined below) thereof, substitute other Securities reasonably acceptable to the Pledgee for any Securities Forward Collateral. Such substitution shall be made by transfer to the Pledgee of such other Securities and transfer to the Pledgor of such Securities Forward Collateral. After substitution, the substituted Securities shall constitute Forward Collateral.

3. Security Interest.

(a) In addition to the rights granted to the parties under Paragraph 6 of the Agreement, each party ("Pledgor") hereby pledges to the other party ("Pledgee") as security for the performance of its obligations hereunder, and grants Pledgee a security interest in and right of setoff against, any Forward Collateral and any other cash, Securities or property, and all proceeds of any of the foregoing, transferred by or on behalf of Pledgor to Pledgee or due from Pledgee to Pledgor in connection with the Agreement and the Forward Transactions hereunder.

(b) Unless otherwise agreed by the parties, a party to whom Forward Collateral has been transferred shall have the right to engage in repurchase transactions with Forward Collateral or otherwise sell, transfer, pledge or hypothecate Forward Collateral, including in respect of loans or other extensions of credit to such party that may be in amounts greater than the Forward Collateral such party is entitled to as security for obligations hereunder, and that may extend for periods of time longer than the periods during which such party is entitled to Forward Collateral as security for obligations hereunder; provided, however, that no such transaction shall relieve such party of its obligations to transfer Forward Collateral pursuant to Paragraph 2 or 4 of this Annex V or Paragraph 11 of the Agreement.

4. **Events of Default.**

(a) In addition to the Events of Default set forth in Paragraph 11 of the Agreement, it shall be an additional "Event of Default" if either party fails, after one business day's notice, to perform any covenant or obligation required to be performed by it under Paragraph 2 or any other provision of this Annex.

(b) In addition to the other rights of a nondefaulting party under Paragraphs 11 and 12 of the Agreement, if the nondefaulting party exercised or is deemed to have exercised the option referred to in Paragraph 11(a) of the Agreement:

(i) The nondefaulting party, without prior notice to the defaulting party, may (A) immediately sell, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, any or all Forward Collateral subject to any or all Forward Transactions hereunder and apply the proceeds thereof to any amounts owing by the defaulting party hereunder or (B) in its sole discretion elect, in lieu of selling all or a portion of such Forward Collateral, to give the defaulting party credit for such Forward Collateral in an amount equal to the price therefor on such date, obtained from a generally recognized source or the most recent closing bid quotation from such a source, against any amounts owing by the defaulting party hereunder.

(ii) Any Forward Collateral held by the defaulting party, together with any Income thereon and proceeds thereof, shall be immediately transferred by the defaulting party to the nondefaulting party. The nondefaulting party may, at its option (which option shall be deemed to have been exercised immediately upon the occurrence of an Act of Insolvency), and without prior notice to the defaulting party, (i) immediately purchase, in a recognized market (or otherwise in a commercially reasonable manner) at such price or prices as the nondefaulting party may reasonably deem satisfactory, securities ("Replacement Securities") of the same class and amount as any Securities Forward Collateral that is not delivered by the defaulting party to the nondefaulting party as required hereunder or (ii) in its sole discretion elect, in lieu of purchasing Replacement Securities, to be deemed to have purchased Replacement Securities at the price therefor on such date, obtained from a generally recognized source or the most recent closing offer quotation from such a source, whereupon the defaulting party shall be liable for the price of such Replacement Securities together with the amount of any cash Forward Collateral not delivered by the defaulting party to the nondefaulting party as required hereunder.

Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Forward Collateral subject to any Forward Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid quotations for any Forward Collateral, the nondefaulting party may establish the source therefor in its sole discretion and (3) all prices and bids shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Forward Collateral).

5. **No Waivers, Etc.** Without limitation of the provisions of Paragraph 17 of the Agreement, the failure to give a notice pursuant to subparagraph (a), (b), (c) or (d) of Paragraph 2 of this Annex V will not constitute a waiver of any right to do so at a later date.

Annex VI

Buy/Sell Back Transactions

This Annex VI forms a part of the Master Repurchase Agreement dated as of _____ , ____ (the "Agreement") between _____ and _____ . Capitalized terms used but not defined in this Annex VI shall have the meanings ascribed to them in the Agreement.

1. In the event of any conflict between the terms of this Annex VI and any other term of the Agreement, the terms of this Annex VI shall prevail.

2. Each Transaction shall be identified at the time it is entered into and in the relevant Confirmation as either a Repurchase Transaction or a Buy/Sell Back Transaction.

3. In the case of a Buy/Sell Back Transaction, the Confirmation delivered in accordance with Paragraph 3 of the Agreement may consist of a single document in respect of both of the transfers of funds against Securities which together form the Buy/Sell Back Transaction or separate Confirmations may be delivered in respect of each such transfer.

4. **Definitions.** The following definitions shall apply to Buy/Sell Back Transactions:
   (a) "Accrued Interest", with respect to any Purchased Securities subject to a Buy/Sell Back Transaction, unpaid Income that has accrued during the period from (and including) the issue date or the last Income payment date (whichever is later) in respect of such Purchased Securities to (but excluding) the date of calculation. For these purposes unpaid Income shall be deemed to accrue on a daily basis from (and including) the issue date or the last Income payment date (as the case may be) to (but excluding) the next Income payment date or the maturity date (whichever is earlier);

   (b) "Sell Back Differential", with respect to any Buy/Sell Back Transaction as of any date, the aggregate amount obtained by daily application of the Pricing Rate for such Buy/Sell Back Transaction to the Purchase Price for such Buy/Sell Back Transaction on a 360 day per year basis (unless otherwise agreed by the parties for the Transaction) for the actual number of days during the period commencing on (and including) the Purchase Date for such Buy/Sell Back Transaction and ending on (but excluding) the date of determination;

   (c) "Sell Back Price", with respect to any Buy/Sell Back Transaction:

      (i) in relation to the date originally specified by the parties as the Repurchase Date pursuant to Paragraph 2(q) of the Agreement, the price agreed by the Parties in relation to such Buy/Sell Back Transaction, and

      (ii) in any other case (including for the purposes of the application of Paragraph 4 or Paragraph 11 of the Agreement), the product of the formula (P + D) - (IR + C), where —

      P = the Purchase Price

D = the Sell Back Differential

IR = the amount of any Income in respect of the Purchased Securities paid by the issuer on any date falling between the Purchase Date and the Repurchase Date

C = the aggregate amount obtained by daily application of the Pricing Rate for such Buy/Sell Back Transaction to any such Income from (and including) the date of payment by the issuer to (but excluding) the date of calculation.

5. When entering into a Buy/Sell Back Transaction the parties shall also agree on the Sell Back Price and the Pricing Rate to apply in relation to such Buy/Sell Back Transaction on the scheduled Repurchase Date. The parties shall record the Pricing Rate in at least one Confirmation applicable to such Buy/Sell Back Transaction.

6. Termination of a Buy/Sell Back Transaction shall be effected on the Repurchase Date by transfer to Seller or its agent of Purchased Securities against the payment by Seller of (i) in a case where the Repurchase Date is the date originally agreed to by the parties pursuant to Paragraph 2(q) of the Agreement, the Sell Back Price referred to in Paragraph 4(c)(i) of this Annex; and (ii) in any other case, the Sell Back Price referred to in Paragraph 4(c)(ii) of this Annex.

7. For the avoidance of doubt, the parties acknowledge and agree that the Purchase Price and the Sell Back Price in Buy/Sell Back Transactions shall include Accrued Interest (except to the extent contrary to market practice with respect to the Securities subject to such Buy/Sell Back Transaction, in which event (i) an amount equal to the Purchase Price plus Accrued Interest to the Purchase Date shall be paid to Seller on the Purchase Date and shall be used, in lieu of the Purchase Price, for calculating the Sell Back Differential, (ii) an amount equal to the Sell Back Price plus the amount of Accrued Interest to the Repurchase Date shall be paid to Buyer on the Repurchase Date, and (iii) the formula in Paragraph 4(c)(ii) of this Annex VI shall be replaced by the formula "(P + AI + D) - (IR + C)", where "AI" equals Accrued Interest to the Purchase Date).

8. Unless the parties agree in Annex I to the Agreement that a Buy/Sell Back Transaction is not to be repriced, they shall at the time of repricing agree on the Purchase Price, the Sell Back Price and the Pricing Rate applicable to such Transaction.

9. Paragraph 5 of the Agreement shall not apply to Buy/Sell Back Transactions. Seller agrees, on the date such Income is received, to pay to Buyer any Income received by Seller in respect of Purchased Securities that is paid by the issuer on any date falling between the Purchase Date and the Repurchase Date.

10. References to "Repurchase Price" throughout the Agreement shall be construed as references to "Repurchase Price or the Sell Back Price, as the case may be."

11. In 11 of the Agreement, references to the "Repurchase Prices" shall be construed as references to "Repurchase Prices and Sell Back Prices."

Annex VII

Transactions Involving Registered Investment Companies

This Annex VII (including any Schedules hereto) forms a part of the Master Repurchase Agreement dated as of _____ , ____ (the "Agreement") between _____ ("Counterparty") and each investment company identified on Schedule VII.A hereto (as such schedule may be amended from time to time) acting on behalf of its respective series or portfolios identified on such Schedule VII.A, or in the case of those investment companies for which no separate series or portfolios are identified on such Schedule VII.A, acting for and on behalf of itself (each such series, portfolio or investment company, as the case may be, hereinafter referred to as a "Fund"). In the event of any conflict between the terms of this Annex VII and any other term of the Agreement, the terms of this Annex VII shall prevail. Capitalized terms used but not defined in this Annex VII shall have the meanings ascribed to them in the Agreement.

1. **Multiple Funds.** For any Transaction in which a Fund is acting as Buyer (or Seller, as the case may be), each reference in the Agreement and this Annex VII to Buyer (or Seller, as the case may be) shall be deemed a reference solely to the particular Fund to which such Transaction relates, as identified to Seller (or Buyer, as the case may be) by the Fund and as may be specified in the Confirmation therefor. In no circumstances shall the rights, obligations or remedies of either party with respect to a particular Fund constitute a right, obligation or remedy applicable to any other Fund. Specifically, and without otherwise limiting the scope of this Paragraph: (a) the margin maintenance obligations of Buyer and Seller specified in Paragraph 4 or any other provisions of the Agreement and the single agreement provisions of Paragraph 12 of the Agreement shall be applied based solely upon Transactions entered into by a particular Fund, (b) Buyer's and Seller's remedies under the Agreement upon the occurrence of an Event of Default shall be determined as if each Fund had entered into a separate Agreement with Counterparty, and (c) Seller and Buyer shall have no right to set off claims related to Transactions entered into by a particular Fund against claims related to Transactions entered into by any other Fund.

2. **Margin Percentage.** For any Transaction in which a Fund is acting as Buyer, the Buyer's Margin Percentage shall always be equal to at least ___%, or such other percentage as the parties hereto may from time to time mutually determine; provided, that in no event shall such percentage be less than 100%. For any Transaction in which a Fund is acting as Seller, the Buyer's Margin Percentage shall be such percentage as the parties hereto may from time to time mutually determine; provided, that in no event shall such percentage be less than 100%.

3. **Confirmations.** Unless otherwise agreed, Counterparty shall promptly issue a Confirmation to the Fund pursuant to Paragraph 3 of the Agreement. Upon the transfer of substituted or Additional Purchased Securities by either party, Counterparty shall promptly provide notice to the Fund confirming such transfer.

4. **Financial Condition.** Each party represents that it has delivered the following financial information to the other party to the Agreement: in the case of a party that is a registered broker-dealer, its most recent statements required to be furnished to customers by Rule 17a-5(c) under the 1934 Act; in the case of a party that is a Fund, its most recent audited or unau-

dited financial statements required to be furnished to its shareholders by Rule 30d-1 under the Investment Company Act of 1940; in the case of any other party, its most recent audited or unaudited statements of financial condition or other comparable information concerning its financial condition.

Each party represents that the financial statements or information so delivered fairly reflect its financial condition and, if applicable, its net capital ratio, on the date as of which such financial statements or information were prepared. Each party agrees that it will make available and deliver to the other party, promptly upon request, all such financial statements that subsequently are required to be delivered to its customers or shareholders pursuant to Rule 17a-5(c) or Rule 30d-1, as the case may be, or, in the case of a party that is neither a registered broker-dealer nor a Fund, all such financial information that subsequently becomes available to the public.

Each Fund acknowledges and agrees that it has made an independent evaluation of the creditworthiness of the other party that is required pursuant to the Investment Company Act of 1940 or the regulations thereunder. Each Fund agrees that its agreement to enter into each Transaction hereunder shall constitute an acknowledgment and agreement that it has made such an evaluation.

5. **Segregation of Purchased Securities.** Unless otherwise agreed by the parties, any transfer of Purchased Securities to a Fund shall be effected by delivery or other transfer (in the manner agreed upon pursuant to Paragraph 7 of the Agreement) to the custodian or subcustodian designated for such Fund in Schedule VII.A hereto ("Custodian") for credit to the Fund's custodial account with such Custodian. If the party effecting such transfer is the Fund's Custodian, such party shall, unless otherwise directed by the Fund, (a) transfer and maintain such Purchased Securities to and in the Fund's custodial account with such party and (b) so indicate in a notice to the Fund.

Schedule VII.A

Supplemental Terms and Conditions of Transactions Involving Registered Investment Companies

This Schedule VII.A forms a part of Annex VII to the Master Repurchase Agreement dated as of _____, ____ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Schedule VII.A shall have the meanings ascribed to them in Annex VII.

1. This Agreement is entered into by or on behalf of the following Funds, and unless otherwise indicated by the appropriate Fund in connection with a Transaction, the following Custodians are designated to receive transfers of Purchased Securities on behalf of such Funds for credit to the appropriate Fund's custodial account:

Name of Fund	Custodian

[ ]. Limitation of Liability. If the Fund is organized as a business trust (or a series thereof), the parties agree as follows: [insert appropriate language limiting liability of trustees, officers and others].

THE BOND MARKET ASSOCIATION
40 Broad Street
New York, NY 10004-2373
Telephone 212.440.9400
Fax 212.440.5260
www.bondmarkets.com

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THE BOND MARKET ASSOCIATION

Master Repurchase Agreement

Guidance Notes

September 1996 Version

Guidance Notes Summarizing Key Changes from August 1987 Version

The Bond Market Association (the Association), is publishing a revised version of its Master Repurchase Agreement (the "Agreement"), which was last amended in August 1987. The revisions to the Agreement are designed to reflect a number of important legal and marketplace developments since the last amendments, while at the same time preserving the key features of the August 1987 version of the Agreement that have led to its widespread acceptance by market participants.

As in the past, the Agreement will continue to provide, on a reciprocal basis, the basic legal protections that are essential for repo market participants, including (i) explicit characterization of transactions as purchases and sales, (ii) mark-to-market procedures and (iii) express liquidation rights and other default remedies, particularly in the bankruptcy context. The Agreement has been refined, however, to reflect user experience with its provisions and has been updated in the following significant respects —

Expansion of Repo Market. The revised Agreement includes changes designed to reflect the substantial expansion of the repo market since 1987. While prior versions of the Agreement were developed in the context of a repo market predominantly focused on U.S. Treasury and agency securities, the revised Agreement now encompasses a broad range of debt and other securities of both public and private issuers and sets out in a new Annex III detailed terms and conditions for international transactions.

Legal Developments. The Agreement has been revised to incorporate a number of changes that reflect market participants' experience in exercising liquidation and similar closeout rights in the context of counterparty insolvency. In addition, revisions have been made to address changes in law, including anticipated amendments to Article 8 of the New York Uniform Commercial Code.

Standardization of Frequently Negotiated Provisions. A new Schedule of Optional Provisions attached hereto has been prepared for use in connection with Annex I to the Agreement (Supplemental Terms and Conditions). This Schedule contains standard language that parties may elect to use in connection with frequently negotiated supplemental terms, such as provisions defining "business day," establishing "repricing" conventions different from those set out in the Agreement and specifying designated branches or offices through which the parties may be acting. In addition, an optional Annex IV has been prepared for use in Transactions where a party is acting as agent for one or more disclosed principals. An optional Annex V containing margin provisions for use with "forward start" repos has also been prepared. In addition, an Annex VI has been developed to address Buy/Sell Back Transactions, which have become a growing part of the international market.

The Association wishes to emphasize that the publication of the revised Agreement should not be construed as a suggestion that counterparties no longer conduct business pursuant to the August 1987 version of the Agreement — which has in fact been very effective in meeting its intended objectives and continues to be endorsed by the Association. Nevertheless, the Association views the revised Agreement as better suited to current market conditions than the August 1987 version and strongly encourages its use in establishing new counterparty relationships. The Association does not, however, consider it necessary for counterparties to abandon existing contractual arrangements based on the August 1987 version absent a mutual determination that the revised Agreement would be preferable.

To assist users of the Agreement, the Association has prepared the following guidance notes that explain and summarize on a section-by-section basis the key changes from the August 1987 version. These guidance notes should not be relied upon by any party to determine, without appropriate legal, accounting or other relevant professional advice, whether the Agreement is suitable to its particular circumstances and needs. Capitalized terms not otherwise defined have the meanings given to them in the Agreement.

Paragraph 1: Applicability

Paragraph 1 of the Agreement has been revised to accommodate the growing breadth of the repo market. The definition of "Securities" has been modified to cover all financial instruments and other assets, including commercial paper and unsecuritized receivables, regardless of whether they are "securities" under commercial, regulatory or bankruptcy law or for other purposes. Because the definition of "Transaction" in the Agreement remains unchanged and covers a broad range of transactions, if parties desire to exclude particular types of transactions from the Agreement, a supplemental provision to that effect should be included in Annex I to the Agreement. As in the 1987 version, however, "dollar rolls" are not intended to be covered by the Agreement.

Paragraph 2: Definitions

Act of Insolvency

The language of this definition has been revised to clarify that an "Act of Insolvency" includes (i) the commencement of any case or proceeding under moratorium and delinquency laws, (ii) the appointment or election of a conservator, and (iii) the convening of a creditors' meeting for the purposes of commencing a voluntary case or proceeding. Although the Association views the current definition as encompassing each of these events, the revisions are intended to eliminate any potential ambiguity and confirm the broad coverage of the definition, and are not intended to constitute a substantive change.

Buyer's Margin Amount and Seller's Margin Amount

The definition of "Buyer's Margin Amount" has been restructured and simplified through the use of a newly-defined term, "Buyer's Margin Percentage." This change, and a parallel change in the definition of "Seller's Margin Amount," is intended to highlight the distinction between the margin percentage for a Transaction (which is now separately defined as the Buyer's/Seller's Margin Percentage) and the number obtained by applying that percentage to the Repurchase Price (which is defined as the Buyer's/Seller's Margin Amount). As in the August 1987 version of the Agreement, "Buyer's Margin Percentage" and "Seller's Margin

Percentage" are defined as percentages (which may be equal) agreed to by Buyer and Seller. The definitions explicitly confirm, moreover, that in the absence of any such agreement, the applicable percentage will be calculated by dividing the Market Value of the Purchased Securities on the Purchase Date by the Purchase Price on the Purchase Date for the relevant Transaction. As in the past, parties typically will find it desirable to establish appropriate margin percentages in Annex I.

Income
This definition has been revised to make it clear, in accordance with market practice and consistent with the intent of the drafters of the prior versions of the Agreement, that distributions in respect of any Security are not treated as Income under the Agreement unless and until such distributions are paid by the issuer.

Margin Notice Deadline
This new definition is used in the new margin maintenance provision (Paragraph 4(c)) described below.

Prime Rate
This definition, which applies in certain default situations under Paragraph 11, has been revised to provide that if more than one prime rate for U.S. commercial banks is published in *The Wall Street Journal*, the average of such rates shall be treated as the Prime Rate under the Agreement.

Purchase Date
A minor revision to this definition has been made to clarify its application to Transactions that are agreed to by the parties on a date prior to applicable Purchase Date for such Transactions.

Purchase Price
This definition has been amended to address the issue of "repricing" Transactions. The revised definition expressly confirms the ability of the parties to agree that the Purchase Price for a Transaction will not be adjusted as a result of transfers of cash under Paragraph 4 (Margin Maintenance) or Paragraph 5 (Income) of the Agreement. In the absence of any such agreement between the parties, the Purchase Price will continue to be adjusted to reflect such transfers in the manner prescribed under the August 1987 version of the Agreement. For the convenience of parties agreeing not to adjust the Purchase Price in some or all of their Transactions, the Schedule of Optional Provisions includes an optional form of "Purchase Price Maintenance" provision for inclusion in Annex I.

Paragraph 4: Margin Maintenance

New Paragraph 4(c) clarifies timing issues arising under the margin maintenance provisions by establishing a specific "Margin Notice Deadline" for same-day satisfaction of margin calls. If a notice of a margin call is given at or before the Margin Notice Deadline, the party receiving such notice must satisfy its margin maintenance obligation no later than the close of business in the relevant market on the business day on which notice is given. If the Margin Notice Deadline is not met, the party receiving such notice has until the close of business in the relevant market on the next business day following such notice. "Margin Notice

Deadline" is defined as the time agreed to by the parties as the deadline for giving notice requiring same-day satisfaction of the margin maintenance obligations. In the absence of an agreement by the parties, the deadline is established in accordance with market practice.

Paragraph 5: Income Payments

Paragraph 5 has been revised to make clear its application in the context of Securities that pay Income to holders on a payment date other than the record date. As amended, the Paragraph confirms that Seller is entitled to receive from Buyer an amount equal to all payments or distributions of Income made on or in respect of the Purchased Securities to the full extent it would be so entitled if the Purchased Securities had not been sold to Buyer (except insofar as Seller may have otherwise received them). The Paragraph has also been amended to address the possibility of non-cash distributions in respect of the Purchased Securities. In addition, to avoid any ambiguity, language has been added in the final sentence of the Paragraph to make clear that Buyer is not obligated to transfer or credit Income to Seller if an Event of Default with respect to Seller has occurred and is then continuing. These changes codify market practice in this area and confirm the sale treatment of Transactions. In accordance with this sale treatment, it is intended that Buyer would have the right to vote or provide any consent with respect to the Purchased Securities.

Paragraph 6: Security Interest

Paragraph 6 contains a technical change intended to confirm that the term "proceeds" includes all Income in respect of the Purchased Securities.

Paragraph 7: Payment and Transfer

The provision giving the term "transfer" the same meaning contained in Section 8-313 of the New York Uniform Commercial Code has been deleted in response to anticipated revisions to the New York Uniform Commercial Code. The Association continues to view New York law as well suited to serve as the governing law of the Agreement, based on the determination that New York has, in comparison with other available U.S. jurisdictions, a significant percentage of repo transactions occurring within it and a highly developed body of commercial and securities law. Parties may wish to provide delivery instructions in Annex I or Annex II to the Agreement.

Paragraph 8: Segregation of Purchased Securities

The segregation provisions have been amended in response to anticipated revisions to the New York Uniform Commercial Code. In addition, the Buyer's right to sell or transfer the Purchased Securities, consistent with existing market practice, has been expressly confirmed.

Paragraph 10: Representations

The representations in Paragraph 10 remain unchanged in substance. A technical change has been made, however, to reflect that parties may wish to utilize new Annex IV in Transactions where a party is acting as agent for one or more disclosed principals.

As in the August 1987 version of the Agreement, it is intended that neither party to the Agreement will be relying on the advice of the other, that each party will have made its own decisions regarding the entering into of Transactions under the Agreement and that each party understands the risks, terms and conditions of each Transaction. If a party does wish to rely on the other party, a supplemental provision to that effect should be included in Annex I to the Agreement.

Paragraph 11: Events of Default

A number of revisions have been made to Paragraph 11 to reflect user experience with the Agreement in the default context.

Definition of "Event of Default"
The definition of "Event of Default" has been revised to include a failure by Buyer or Seller to perform on the Purchase Date. This Event of Default could be triggered either in a conventional Transaction or in a "forward start" repo.

In addition, the applicable cure periods for other Events of Default have been revised. In the case of a failure to pay Income under Paragraph 5, a one business day cure period has been added. In the case of a failure to meet a margin call under Paragraph 4, the cure period previously contained in Paragraph 11 has been eliminated and the deadline for meeting margin calls is established pursuant to new Paragraph 4(c) described above.

In the case of a failure by Buyer or Seller to perform on the Repurchase Date, the nondefaulting party's right to exercise its default rights will no longer be subject to a one business day notice requirement. This change has been made because market participants have found the notice requirement contained in the August 1987 version of the Agreement to be a potential obstacle to the swift exercise of their rights where a default occurs in the context of an impending Act of Insolvency. In this regard, the Association notes that Paragraph 11 has not generally been invoked under the August 1987 version of the Agreement to deal with "fails" that occur in the ordinary course of business.

Notice and Declaration of Default
The notice requirements that previously were set forth in Paragraphs 11(a) and 11(d) (and which overlapped to some extent) have been consolidated into a single notice requirement in Paragraph 11(a) in connection with the declaration of an Event of Default. The notice provision has also been revised to make clear that, while the nondefaulting party is required to give notice as promptly as practicable, its inability to do so (e.g., as a result of a failure by the defaulting party to answer its telephones or maintain other lines of communication) will not preclude the immediate exercise of the nondefaulting party's rights.

As in the August 1987 version of the Agreement, the option to declare an Event of Default is automatically deemed to be exercised immediately and the notice requirement does not apply upon the occurrence of an Act of Insolvency. A conforming change has also been made in Paragraph 11(a) to provide for the cancelation of Transactions for which the Purchase Date has not yet occurred.

Recognized Market and Sources for Quotations
Paragraph 11(d) has been revised to address issues that may arise in connection with the exercise by the nondefaulting party of its liquidation rights in light of the substantial expansion of the categories of Securities for which there is an active repo market.

Paragraph 11(d) now contains an express acknowledgment that, unless otherwise agreed by the parties, the Securities subject to any Transaction under the Agreement are instruments traded in a "recognized market." This express acknowledgment is consistent with market participants' understanding under the August 1987 version of the Agreement that they would have the right upon the occurrence of an Event of Default to effect "deemed" purchases and sales of Securities. Moreover, because the existence of an active repo market for a class of Securities also tends to demonstrate the existence of a "recognized market," the presumption established by the Agreement (which applies absent an agreement to the contrary between the parties) conforms to underlying market reality.

Paragraph 11(d) also now expressly provides that, in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the nondefaulting party is entitled in its sole discretion to establish the source therefor and the provision clarifies that all prices, bids and offers shall be determined together with accrued Income except to the extent contrary to market practice with respect to the relevant Securities (e.g., Government National Mortgage Association (GNMA) securities). In addition, Paragraph 11(d)(ii) has been revised to refer to closing "offer" quotations rather than closing "bid" quotations in the context of the acquisition of Replacement Securities.

Clarifications and Conforming Changes
A number of clarifying and conforming changes have also been made in Paragraph 11. The Association views these changes as generally consistent with its understanding of the parties' rights under the August 1987 version of the Agreement.

Paragraph 11(b) has been revised to make clear that upon the exercise or deemed exercise of the option in Paragraph 11(a), the Repurchase Price of the Purchased Securities is determined on the Repurchase Date as determined in accordance with Paragraph 11(a). In addition, all Income paid after such exercise or deemed exercise is retained by the nondefaulting party and applied to the aggregate unpaid Repurchase Prices and other amounts owing by the defaulting party.

A clause has been added to Paragraph 11(d)(i) to make it clear that any sale of Purchased Securities by the nondefaulting party must be conducted in a commercially reasonable manner and Paragraph 11(d)(ii) has been revised to make it reciprocal to Paragraph 11(d)(i).

Paragraphs 11(e) and 11(f) have been revised to eliminate unnecessary wording and to make other clarifying changes.

Paragraph 11(g) has been revised to include, in subclause (ii), a specific reference to the nondefaulting party's right to recover damages equal to the cost (including fees, expenses and commissions) of entering into replacement transactions and entering into or terminating hedge transactions. Subclause (iii) continues to make clear, consistent with the August 1987 version of the Agreement, the nondefaulting party's right to recover any

other loss, damage, cost or expense directly arising or resulting from the occurrence of an Event of Default in respect of a Transaction, regardless of whether the nondefaulting party enters into or terminates, as the case may be, any such replacement or hedge transaction. This revised language is intended, among other things, to clarify the nature of the nondefaulting party's rights with respect to Transactions for which the Purchase Date has not yet occurred.

Paragraph 11(h) has been added to consolidate all of the references to the nondefaulting party's right to interest on deficiencies (previously contained in Paragraphs 11(b), 11(e) and 11(g)) in a single provision.

Paragraph 13: Notices and Other Communications

The revisions to Paragraph 13 are intended to be clarifying in nature and to conform the notice provision of the Agreement to the provisions of other Association standard agreements. It is intended that notices will generally be effective upon receipt, with standard exceptions used by market participants covering circumstances in which a notice is received by a party on a day on which it is not open for business or in which the sender of the notice uses reasonable efforts to provide notice but is unable to prove receipt. In addition, the parties may wish to provide in Annex II for additional instructions for wire transactions or other deliveries.

Paragraph 15: Non-assignability; Termination

A provision has been added as subparagraph (b) permitting a party to assign its right in all or any part of its interest in any sum payable to it following an Event of Default. In addition, a clause has been added to Paragraph 15(a) to make clear that any assignment without the prior written consent of the other party is null and void.

Paragraph 18: Use of Employee Plan Assets

This Paragraph has not been revised from the August 1987 version of the Agreement. It contains only those provisions that the Association views as essential in light of U.S. Department of Labor Prohibited Transaction Exemption 81-8, which may apply to written repurchase agreements with pension plans subject to the Employee Retirement Income Security Act of 1974 ("ERISA"). Some parties may find the inclusion of additional provisions relating to ERISA desirable under some circumstances.

Paragraph 19: Intent

In light of the expanded scope of the Agreement, a technical change has been made in Paragraph 19(a) to provide that a Transaction is not intended to fall within the Bankruptcy Code definition of a "securities contract" if the assets subject to such Transaction would render such definition inapplicable.

A new Paragraph 19(c) has been added to confirm the parties' understanding that, if one or both of them is an "insured depository institution" (as defined in the Federal Deposit Insurance Act ("FDIA")), then each Transaction is a "qualified financial contract" (as defined

in FDIA), to the extent applicable. This provision is intended to assist parties involved in Transactions with an insured depository institution in obtaining the benefits of FDIA protections applicable in the event that the Federal Deposit Insurance Corporation is appointed conservator or receiver.

A new Paragraph 19(d) has been added to confirm the parties' understanding that, if both of them are "financial institutions" (as defined in the Federal Deposit Insurance Corporation Improvement Act of 1991 ("FDICIA")), then the Agreement is a "netting contract" (as defined in FDICIA) and each payment entitlement and payment obligation is a "covered contractual payment entitlement" or "covered contractual payment obligation," respectively. This provision is intended to assist financial institutions in obtaining netting of their obligations under the Agreement in the context of a bankruptcy or other default.

Paragraph 20: Disclosure Relating to Certain Federal Protections

Paragraph 20(c) has been revised to reflect the dissolution of the Federal Savings and Loan Insurance Corporation.

Guidance Notes for Annexes

Designation of Annexes to Form a Part of the Agreement

The Annexes to the Agreement have been formatted with blank spaces at the beginning in which to insert the names of the parties and the date of the Agreement. Parties should consider whether they also wish to require separate signatures on each Annex, in particular to help prove, as an evidentiary matter, that a particular party has entered into a particular Annex. Even if not all Annexes are signed, the parties may wish to sign Annex I, which has been revised to permit the parties to designate the Annexes that will apply to Transactions under the Agreement.

Annex I: Use of Optional Provisions

The Schedule of Optional Provisions attached hereto contains forms of clauses that parties may elect to use in connection with Annex I of the Agreement. These clauses provide standard language for frequently negotiated supplemental terms.

Business Day. A standard "business day" definition has been provided.

Margin Maintenance for International Transactions. For counterparties that elect to use Annex III, a margin maintenance clause provides for next-day satisfaction of margin calls with respect to International Transactions. If the Margin Notice Deadline is met, the party receiving a notice of a margin call must satisfy its margin maintenance obligation no later than the close of business in the relevant market on the next business day following the business day on which notice is received. If the Margin Notice Deadline is not met, the party receiving such notice has until the close of business on the second business day following the business day on which notice is received. This provision applies, as the parties may designate, to either (i) any International Transaction in which the Purchase Price and the Repurchase Price are denominated in the official currency of any country designated by the parties in the Schedule, or (ii) any International Transaction cleared and settled in any country so designated by the parties.

Purchase Price Maintenance. A Purchase Price maintenance clause has been provided for use by parties who choose not to "reprice" some or all of their Transactions under Paragraph 4(c) of the Agreement. In the event that Income payments are transferred pursuant to Paragraph 5 of the Agreement, the Purchase Price will not be adjusted and Buyer will instead transfer to or credit to the account of Seller such payments. The parties may also provide that in the event cash is transferred under Paragraph 4 (Margin Maintenance), the Purchase Price will not be adjusted and such cash will instead be treated as Additional Purchased Securities.

Security-Specific Haircuts. A Market Value provision has been included for parties who wish to use margin "haircuts" when making Market Value determinations under the margin maintenance provisions. The parties are free to specify both the types of Securities and the percentage reductions to be applied to the price obtained in making the determination with respect to the specified Securities. An alternative provision allows the parties to use a uniform "haircut" percentage to be agreed by the parties.

Branches and Offices. A designated offices provision allows the parties to specify the branches or offices through which they will enter into Transactions to be governed by the Agreement. If the parties agree to use Annex III, a Transaction involving a branch or office designated by a party is treated as an International Transaction to which the provisions of Annex III apply.

Consent to Jurisdiction. The Schedule includes a provision under which the parties submit to the non-exclusive jurisdiction of any United States Federal or New York State court and waive any immunity (sovereign or otherwise) with respect to actions brought under the Agreement. This provision is designed to address in particular the possibility that foreign parties using the Agreement might not otherwise be subject to such jurisdiction. Parties may in some cases also wish to require non-U.S. signatories to appoint an agent in the United States for purposes of receiving service of process.

Additional Event of Default. An additional Event of Default has been included in the Schedule that parties may elect to use. A failure to perform as a result of sovereign action or inaction (directly or indirectly) would trigger an Event of Default. In addition, parties may find it desirable to include a cross-default provision that covers the default by either party with respect to any other indebtedness or any other agreement between the parties.

In general, parties should also keep in mind the need to specify the circumstances in which the failure to perform any covenant contained in an Annex to the Agreement will constitute an Event of Default.

Counterparty Netting in Connection with Annex III. An alternative termination mechanism has been prepared with respect to Paragraph 11 of the Agreement for use with counterparties that have agreed to use Annex III and who are subject to the Capital Adequacy Directive (the "CAD") of the United Kingdom Securities and Futures Authority. This mechanism, which offers alternative remedies in lieu of the otherwise applicable subparagraphs (b), (c), (d) and (e) of Paragraph 11, is designed to qualify the Agreement for netting treatment in the United Kingdom under the CAD.

Annex III: International Transactions

Annex III contains additional terms and conditions that govern International Transactions. The central objective of Annex III is to provide guidance with respect to issues presented by payments or parties in different jurisdictions. It has been prepared in conjunction with a review of the revised Global Master Repurchase Agreement published in November 1995 by PSA and the International Securities Market Association (the "PSA/ISMA Global Master Repurchase Agreement"). The Bond Market Association continues to encourage market participants to consider usage of the PSA/ISMA Global Master Repurchase Agreement, where appropriate, as the standard master repurchase transaction agreement involving International Transactions. Annex III is presented, however, as an alternative contract that facilitates the substantive provisions of the Master Agreement, governed under New York law, to be used in the international context.

Definitions

Base Currency. The parties may agree on a currency as the base currency for purposes of calculating the Margin Deficit and Margin Excess pursuant to the margin maintenance provisions. In the absence of any such agreement between the parties, the U.S. dollar is designated as the base currency.

Business Day. This definition modifies the definition included in the Schedule of Optional Provisions to the Agreement to apply more precisely in relation to payments in different jurisdictions.

International Security. An International Security is defined broadly to include any Security denominated in a currency other than U.S. dollars, capable of being cleared through a clearing facility outside the United States or issued by an issuer organized under the laws of a jurisdiction other than the United States (or any political subdivision thereof). The intent of this definition is to provide parties with the flexibility to use Annex III for a wide range of Transactions if they so desire.

International Transaction. An International Transaction is defined to include any Transaction involving an International Security, a party organized under the laws of a jurisdiction other than the United States (or any political subdivision thereof) or having its principal place of business outside the United States or a branch or office outside the United States designated in Annex I by a party organized under the laws of the United States (or any political subdivision thereof) as an office through which that party may act when entering into Transactions governed by the Agreement.

Manner of Transfer

Paragraph 2 of Annex III sets forth the requirements for transfers of International Securities, which may be made by transfer through Euroclear or CEDEL, any other agreed securities clearing system or such other means as the parties may agree.

Contractual Currency

Paragraph 3 of Annex III requires all payments to be made in the Contractual Currency (defined as the currency in which the relevant International Securities are denominated unless otherwise agreed). The party entitled to receive a payment may, at its option, accept payment in a currency other than the Contractual Currency, in which case this Paragraph seeks to minimize the exchange risks to which the party receiving payment is subject. Payments made in any currency other than the Contractual Currency discharge the payor's payment obligation only to the extent the recipient is able to purchase the Contractual Currency with the amount tendered in the other currency. Except where an Event of Default with respect to the payee has occurred, the party making payment remains liable for any shortfalls in amounts due in the Contractual Currency, including shortfalls after any judgments or orders against that party in another currency have been converted to the Contractual Currency. If the amount in the Contractual Currency received upon conversion of the tendered currency exceeds the amount due, the recipient, except where an Event of Default with respect to the payor has occurred, must refund the difference. The enforceability of these provisions will be subject to applicable law and judicial practice.

Taxes

Because payments made by one party to a party in another country may be subject to withholding tax, Paragraph 5 of Annex III provides, consistent with similar provisions in other types of agreements involving cross-border payments under financial instruments, that if a party obligated to make a payment (the "Payor") is required to withhold tax on that payment, the Payor must "gross up" the payment so that the other party (the "Payee") will be made whole. For this purpose, a tax imposed by reason of a connection between the Payee and the taxing jurisdiction generally is excluded from the definition of a "Tax" for which a gross-up payment is required to be made. Similarly, any change in such a tax will not trigger the change of tax law provision of Paragraph 6.

In those cases where the delivery of a certificate or other document by the Payee would reduce or eliminate the rate of withholding tax, the Payee is required to deliver that document or certificate upon reasonable request by the Payor and to notify the Payor if the certificate or document ceases to be true for reasons other than a change in tax law. The Payor is not required to gross up to the extent that the Payee fails to comply with those requirements. Paragraph 5 thus places the risk of withholding tax upon the Payor in the first instance, but shifts that risk to the Payee to the extent that the imposition of withholding tax results from a failure by the Payee to take reasonable steps to reduce or eliminate the tax, including advising the Payor of facts likely to be within the sole knowledge of the Payee. It is anticipated that the parties will agree to alternative arrangements should they so desire.

Paragraph 5 also provides a general rule that the amount required to be paid or credited to Seller by Buyer under Paragraph 5 of the Agreement (relating to Income payments) is equal to the amount of Income required to be paid under the terms of a Security in the absence of withholding tax, regardless of whether either party receives or would receive a lesser amount due to a deduction or withholding made on the underlying Income payments by the issuer of the Security. Alternative approaches were considered, including a rule limiting the amount that Buyer is required to pay or credit to Seller to the amount of after-tax Income that Seller would have received had Seller continued to hold the Security, as is provided in The Bond Market Association Master Securities Loan Agreement (May 1993 version). This alternative approach was not adopted for several reasons, including the advantages of providing a default rule based upon facts within the knowledge of both Buyer and Seller rather than a rule based upon Seller's individual tax situation, the difficulty of providing a simple and unambiguious rule in cases where Seller's net after-tax income may be greater than the cash receivable from Seller from the issuer of the Security (e.g., where the withholding tax that would be imposed upon Income paid to Seller is refundable, or where Seller is entitled to foreign tax credits or benefits under an integrated tax system), and the use of a "gross" approach by some market participants. It is expected that the parties will negotiate alternative payment obligations with respect to a Security where Seller would have received Income payments from the issuer of the Security subject to deduction or withholding of tax if Seller had continued to hold the Security, which alternative may include the alternative "net" approach described in this paragraph.

Tax Event

Paragraph 6 of Annex III allows a party to terminate an International Transaction, upon notice to the other party, in the event that any action relating to withholding tax taken by a revenue authority or brought in a court of competent jurisdiction or any change in tax law or practice has a material adverse effect on that party in the context of the International Transaction. This provision is based upon the comparable provision of the PSA/ISMA Global Master Repurchase Agreement, but provides that the tax must be one required to be collected by withholding or deduction (e.g., a gross income tax) and that the action or change of law must take place after the date the International Transaction is entered into.

In order to ensure that an International Transaction is not terminated unless there is a substantial likelihood that the change of tax law will have a material adverse effect on the notifying party, the other party may require the notifying party to provide an opinion of counsel that a change of tax law has taken place and affects the notifying party. The parties may wish to consider adding a provision requiring the affected party to use reasonable efforts to transfer any affected International Transaction to another branch or office if the International

Transaction would no longer be affected by the change of tax law after the transfer, as is provided in the Master Agreement published by the International Swap Dealers Association, Inc. (now the International Swaps and Derivatives Association, Inc.). Such a provision was not included in Paragraph 6 because repos generally are of a shorter term than transactions documented under an ISDA Master Agreement and because market participants have different views as to the desirability of such a transfer provision.

In some cases, a party may prefer to bear the cost of a change of tax law rather than terminate an International Transaction. If that party is the party affected by the change of tax law, such party may elect not to provide the notice referred to above, in which case the provisions of Paragraph 6 will not be invoked. If that party is the other party, such other party may override the notifying party's election to terminate the International Transaction, but in so doing such other party will agree to indemnify the notifying party against the relevant adverse effect. The relevant adverse effect may include, for example, a gross up obligation on payments made by the notifying party to the other party under Paragraph 5 of Annex III.

Events of Default

Paragraph 8 of Annex III provides an additional Event of Default for International Transactions: the failure, after one business day's notice, to perform any covenant or obligation required under Annex III. The nondefaulting party is also entitled, in addition to its rights under Paragraph 11 of the Agreement, to convert any currency into a different currency and offset obligations of the defaulting party denominated in different currencies against each other.

Annex IV: Party Acting as Agent

Annex IV adapts the terms of the Agreement to govern agency Transactions and addresses a number of practical and legal issues in this context. The central objective of Annex IV is to assist parties entering into Transactions in determining who, as between the agent and its principal(s), is liable for performance under the Agreement. It has been modeled after an annex to The Bond Market Association Master Securities Loan Agreement (May 1993 version) covering agency securities loan transactions.

Paragraphs 1 and 2 require the party acting as agent to disclose the identity of the principal(s) for whom it intends to act as agent and to represent and warrant that each such principal has authorized it to execute and deliver the Agreement, to enter into the Transactions and to perform the obligations of the principal(s) thereunder.

Paragraph 3 sets forth general rules limiting the agent's liability under the Agreement. Where the agent has, through compliance with the provisions of the Agreement, taken the steps necessary to permit the other party to the Agreement to assess the creditworthiness of its principal(s), the agent's obligations do not include a guarantee of performance by its principal(s) and the other party's remedies do not include a right of setoff with respect to any obligations between the agent, acting for its own account, and the other party.

Paragraph 4 provides that when an agent acts on behalf of multiple principals, the Agreement presumes that the Transactions will be treated as multiple Transactions on behalf of separate principals, unless the parties agree in writing to treat the Transactions as if they

were Transactions by a single principal. This Paragraph also sets forth the rights and obligations of the agent with respect to each situation.

Paragraph 5 sets forth a general rule of construction for the term "Seller" or "Buyer," as the case may be, in the Agreement in the context of agency Transactions, subject to the limitation of an agent's liability in Paragraph 3 of Annex IV. This Paragraph explicitly acknowledges that each principal has the rights, responsibilities, privileges and obligations of a "Seller" or "Buyer," as the case may be, that enters directly into Transactions with another party, and that the agent has been designated as the sole agent of each principal for performance of Seller's obligations to Buyer or Buyer's obligations to Seller, as the case may be, and for receipt of performance by Buyer of its obligations to Seller or Seller of its obligations to Buyer, as the case may be. The terms "party" and "either party" are deemed to refer to both the agent and the principal(s), including inter alia, in the context of a default. The effect of this construction of the terms "party" and "parties" is that a bankruptcy or similar default by the agent will also be deemed a default by the principal(s).

Annex V: Margin for Forward Transactions

Annex V contains several provisions that can be used to adapt the margin maintenance provisions of the Agreement to govern Forward Transactions. A Forward Transaction is defined as any Transaction agreed to by the parties as to which the Purchase Date has not yet occurred. The central objective of these provisions is to assist parties entering into Forward Transactions in determining the exposure each party has prior to the occurrence of the Purchase Date and imposing margin obligations during the period between the date the parties agree to enter into the Forward Transaction and the Purchase Date for the Forward Transaction.

The parties may agree upon a minimum dollar amount or percentage threshold below which margin calls will not be permitted. The parties may also agree, with respect to any or all Forward Transactions, to provide for Transaction-by-Transaction margin maintenance obligations. Finally, the parties may agree that one party will deposit a minimum dollar amount or percentage with the other party, either on an initial or ongoing basis.

This Annex incorporates the Margin Notice Deadline requirement for same-day satisfaction of margin maintenance obligations in connection with Forward Transactions. A provision requires Forward Collateral (together with any Income thereon and proceeds thereof) to be transferred by the holder thereof upon the occurrence of the relevant Purchase Date and the performance by the parties of their respective obligations on such date. The transfer need not be made if such transfer would trigger margin maintenance obligations.

Annex V provides an additional Event of Default for Forward Transactions: the failure, after one business day's notice, to perform any covenant or obligation required under Annex V. The nondefaulting party is also entitled, in addition to its rights under Paragraph 11 of the Agreement, to sell any or all Forward Collateral and apply the proceeds thereof to, or give the defaulting party credit for such Forward Collateral against, any amounts owing by the defaulting party, to receive any Forward Collateral (together with any Income thereon and proceeds thereof) held by the defaulting party and to purchase Replacement Securities in the event that any Forward Collateral is not so transferred.

Annex VI: Buy/Sell Back Transactions

Buy/Sell Back Transactions have become common in many foreign markets and are recognized in other standard agreements such as the PSA/ISMA Global Master Repurchase Agreement. Accordingly, PSA has prepared a new Annex VI to adapt the Agreement for use in connection with Buy/Sell Back Transactions. The principal economic difference between Buy/Sell Back Transactions and more traditional repo Transactions covered by the Agreement is that, in Buy/Sell Backs, Income payments on the Purchased Securities are retained by the Buyer rather than paid to the Seller (and the Sell Back Price is adjusted accordingly).

The Bond Market Association encourages U.S. counterparties to take particular care in assessing whether to enter into Buy/Sell Back Transactions. Because such Transactions are documented as "buys" and "sells" yet retain many of the economic features of a financing, they may raise authority, accounting and recordkeeping issues for some counterparties. The Bond Market Association considered it desirable, however, to provide a form of documentation that could be used to avoid uncertainty in cases where documentation for such Transactions is required. In this regard, the Annex requires that at least one Confirmation in a Transaction identify it as a Buy/Sell Back.

The Annex has been modeled after a similar annex prepared as part of the PSA/ISMA Global Master Repurchase Agreement. As in the case of the PSA/ISMA Global Master Repurchase Agreement, the Annex requires that each Transaction be identified as a Buy/Sell Back Transaction in the relevant Confirmation and permits the Confirmation to be in the form of either a single document or two separate documents. The provisions of the Annex relating to Accrued Interest, while substantively conforming to the economic terms of the PSA/ISMA Global Master Repurchase Agreement, have been redrafted to reflect the prevailing market convention in the United States of including accrued interest in the Purchase Price for a Transaction (as is contemplated under the definition of "Purchase Price" currently set out in Paragraph 2 of the Agreement).

Annex VII: Transactions with Registered Investment Companies

Annex VII is intended for use in transactions involving registered investment companies or any series or portfolio thereof ("Funds"). Funds have become major participants in the repo market, and are subject to various restrictions imposed by the Investment Company Act of 1940 (the "1940 Act") and related interpretations by the Securities and Exchange Commission (the "SEC") and its staff. Annex VII addresses these concerns by providing standardized language that parties may elect to use in connection with transactions involving Funds as either Buyers or Sellers. The Annex has been prepared by The Bond Market Association in consultation with the Investment Company Institute.

The Bond Market Association has also prepared, for use in connection with Annex VII to the Agreement, a new Schedule of Optional Provisions that parties may elect to use in connection with frequently negotiated supplemental terms, such as provisions specifying representations regarding the financial condition of Buyer and Seller, providing additional representations to be made by the parties, designating authorized persons who may act for the parties and establishing limitations on liability for Transactions involving certain Funds.

Paragraph 1: Multiple Funds
Paragraph 1 of Annex VII addresses the requirement contained in the 1940 Act that the assets and liabilities of each Fund, including any Fund that is a series or portfolio of an investment company, be segregated from the assets and liabilities of all other Funds. Funds must identify the particular Fund to which each Transaction relates and such Fund should be specified in the related Confirmation. The rights, obligations and remedies of either party with respect to a particular Fund are deemed distinct from those applicable to any other Fund, including the margin maintenance obligations of the parties contained in Paragraph 4 of the Agreement, the single agreement provisions of Paragraph 12 of the Agreement and the parties' remedies upon the occurrence of an Event of Default. In addition, Annex VII makes clear that the parties have no right to set off claims related to Transactions entered into by a particular Fund against claims related to Transactions entered into by any other Fund.

In the event the Agreement does apply to multiple Funds, the first page of the Agreement should include a cross-reference to Schedule VII.A where the Fund(s) would be designated as a party. Alternatively, Funds may wish to have the Agreement denominated in the name of the Fund's investment adviser, on behalf of the various Funds identified in Schedule VII.A to Annex VII.

Paragraph 2: Margin Percentage
To address the SEC requirement that Funds engage in repo transactions only if the repo is fully collateralized and the Funds adopt appropriate standards in connection therewith, Paragraph 2 of Annex VII requires that, in any Transaction in which a Fund is acting as Buyer, the Buyer's Margin Percentage may be designated by the parties in the Annex or otherwise agreed by the parties. In any transaction in which a Fund is acting as Seller, the Buyer's Margin Percentage is to be agreed to by Buyer and Seller. In each case, however, such percentage cannot be fixed at less than 100%.

Paragraph 3: Confirmations
Paragraph 3 of the Annex provides that, for any Transaction in which a Fund is acting as Buyer, Seller will provide the Fund with a Confirmation, as is the customary practice in repos involving Funds.

Paragraph 4: Financial Condition
The SEC requires a Fund's investment adviser, following guidelines approved by the Fund's board of directors or trustees, to assure itself periodically that the brokers and dealers with whom it is entering into repos continue to maintain a sound financial condition. To address this concern, Paragraph 4 of Annex VII requires that the Fund periodically be provided with appropriate financial information and imposes a reciprocal obligation upon the Fund to make available and deliver to the other party upon request such information. In addition, this Paragraph contains an acknowledgment that, with respect to each Transaction entered into under the Agreement, each Fund has made an independent evaluation of the creditworthiness of the other party.

Paragraph 5: Segregation of Purchased Securities
To address the 1940 Act requirement that Funds maintain their assets with their designated custodians, Paragraph 6 of the Annex provides that, for any Transaction in which a Fund is acting as Buyer, the Purchased Securities must be maintained in the Fund's custodial account as designated by the Fund in Schedule VII.A to Annex VII.

Schedule of Optional Provisions

The Schedule of Optional Provisions attached hereto contains forms of clauses that parties may elect to insert in Schedule VII.A and use in connection with Annex VII. These clauses provide standard language for frequently negotiated terms used by market participants in connection with repos involving Funds.

Alternative reciprocal representations have been included regarding the financial condition of the parties. The first representation provides that, as of the date a party agrees to enter into each Transaction under the Agreement, there has been no material adverse change in its financial condition which was not disclosed to the other party in writing since the date of the latest statement of financial condition provided pursuant to Paragraph 4 of Annex VII. The second representation is limited to only those changes in financial condition that would materially adversely affect a party's ability to perform its obligations under the Agreement.

A clause containing additional representations has also been prepared, providing that, with respect to each Transaction under the Agreement, each of Seller and Buyer has the right to transfer the Purchased Securities in accordance with the terms of the Agreement and that, upon such transfer, such Securities will be free and clear of any prior liens on the Purchase Date and on the Repurchase Date, respectively.

The Schedule includes alternative provisions relating to authorized persons of the parties. The first permits each party to designate in the Schedule those persons who are authorized to act on its behalf under the Agreement. The second requires each party to provide the other with a list of persons so authorized, which list may be supplemented or amended from time to time.

A limitation of liability clause has been provided that limits the potential liability applicable to the trustees, officers, employees and interestholders of Funds that are organized as business trusts (or series thereof).

An additional Event of Default has been included in the Schedule that parties may elect to use. Under this provision, the revocation or suspension of any authorization referred to in Paragraph 10(iv) of the Agreement would trigger an Event of Default.

In addition, the Schedule contains an optional provision relating to payments and transfers of cash and Securities.

Schedule of Optional Provisions for Annex I

[ ]. **Definitions.** For purposes of the Agreement and this Annex I, the following terms shall have the following meanings:

"Margin Notice Deadline", _____ ([relevant city] time).

"Business Day" or "business day", with respect to any Transaction (other than an International Transaction) hereunder, a day on which regular trading [may] occur in the principal market for the Purchased Securities subject to such Transaction[, which includes shortened trading days, days on which trades are permitted to occur but do not in fact occur and days on which the Purchased Securities are subject to percentage of movement or volume limitations]; provided, however, that for purposes of calculating Market Value, such term shall mean a day on which regular trading occurs in the principal market for the assets the value of which is being determined. Notwithstanding the foregoing, (i) for purposes of Paragraph 4 of the Agreement, "business day" shall mean any day on which regular trading occurs in the principal market for any Purchased Securities or for any assets constituting Additional Purchased Securities under any outstanding Transaction hereunder and "next business day" shall mean the next day on which a transfer of Additional Purchased Securities may be effected in accordance with Paragraph 7 of the Agreement, and (ii) in no event shall a Saturday or Sunday be considered a business day.

[ ]. **Margin Maintenance.** Notwithstanding Paragraph 4 of the Agreement, with respect to any International Transaction [in which the Purchase Price and the Repurchase Price are denominated in the official currency of] [cleared and settled in] one of the following countries, transfers required to be made by Seller of cash or Additional Purchased Securities and Buyer of cash or Purchased Securities pursuant to Paragraph 4 of the Agreement shall be made by the close of business on the next business day following the business day on which notice is given, in the case of notice given at or before the Margin Notice Deadline, or by the close of business on the second business day following the business day on which notice is given, in the case of notice given after the Margin Notice Deadline:

_____

_____

_____

[ ]. **Purchase Price Maintenance.**

(a) The parties agree that in any Transaction hereunder whose term extends over an Income payment date for the Securities subject to such Transaction, Buyer shall on the date such Income is paid transfer to or credit to the account of Seller an amount equal to such Income payment or payments pursuant to Paragraph 5(i) and shall not apply the Income payment or payments to reduce the amount to be transferred to Buyer or Seller upon termination of the Transaction pursuant to Paragraph 5(ii) of the Agreement.

(b) Notwithstanding the definition of Purchase Price in Paragraph 2 of the Agreement and the provisions of Paragraph 4 of the Agreement, the parties agree (i) that the Purchase Price will not be increased or decreased by the amount of any cash transferred by one party to the other pursuant to Paragraph 4 of the Agreement and (ii) that transfer of such cash shall be treated as if it constituted a transfer of Securities (with a Market Value equal to the U.S. dollar amount of such cash) pursuant to Paragraph 4(a) or (b), as the case may be (including for purposes of the definition of "Additional Purchased Securities").

[ ]. **Market Value.**

[Notwithstanding Paragraph 2(j) of the Agreement, the parties agree that in determining Market Value for purposes of Paragraph 4 of the Agreement, the price obtained pursuant to Paragraph 2(j) of the Agreement for the following types of Securities shall be reduced by the applicable percentage:

Security	Percentage Reduction
_____	_____
_____	_____
_____	_____
_____	_____]

[Notwithstanding Paragraph 2(j) of the Agreement, the parties agree that in determining Market Value for purposes of Paragraph 4 of the Agreement, the price obtained pursuant to Paragraph 2(j) of the Agreement shall be reduced by a percentage agreed to by Buyer and Seller.]

[ ]. **Designated Offices.**

(a) The parties agree that Seller may act through the following branches or offices when entering into Transactions governed by the Agreement:

_____
_____
_____

(b) The parties agree that Buyer may act through the following branches or offices when entering into Transactions governed by the Agreement:

_____
_____
_____

[ ]. **Submission to Jurisdiction and Waiver of Immunity.**

(a) Each party irrevocably and unconditionally (i) submits to the non-exclusive jurisdiction of any United States Federal or New York State court sitting in Manhattan, and any appellate court from any such court, solely for the purpose of any suit, action or proceeding brought to enforce its obligations under the Agreement or relating in any way to the Agreement or any Transaction under the Agreement and (ii) waives, to the fullest extent it may effectively do so, any defense of an inconvenient forum to

the maintenance of such action or proceeding in any such court and any right of jurisdiction on account of its place of residence or domicile.

(b) To the extent that either party has or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court or from set off or any legal process (whether service or notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) with respect to itself or any of its property, such party hereby irrevocably waives and agrees not to plead or claim such immunity in respect of any action brought to enforce its obligations under the Agreement or relating in any way to the Agreement or any Transaction under the Agreement.

[ ]. **Additional Event of Default.** In addition to the Events of Default set forth in Paragraph 11 of the Agreement, it shall be an additional "Event of Default" if, as a result of sovereign action or inaction (directly or indirectly), Buyer or Seller becomes unable to perform any absolute or contingent obligation to make a payment or transfer or to receive a payment or transfer in respect of any Transaction under the Agreement or to comply with any other material provision of the Agreement relating to such Transaction.

[ ]. **Alternative Termination Provision for U.K. and Certain Other Counterparties Seeking Regulatory Netting Treatment Under Capital Adequacy Directive.** The parties agree that a nondefaulting party that exercises or is deemed to exercise its right to declare an Event of Default under Paragraph 11(a) of the Agreement may elect, in lieu of application of subparagraphs (b) through (e) of Paragraph 11, to exercise its remedies through application of the following provisions:

"(b) Upon the nondefaulting party's exercise or deemed exercise of the option referred to in subparagraph (a) of this Paragraph (and the deemed occurrence of the Repurchase Date as provided therein), the performance of the respective obligations of the parties with respect to Transactions shall be effected only in accordance with the provisions of subparagraphs (c) through (i) of this Paragraph.

(c) The value of the Purchased Securities to be transferred and the aggregate Repurchase Prices to be paid by each party, and any other amounts owed or owing in connection with Transactions under this Agreement, shall be established by the nondefaulting party for all outstanding Transactions as at the Repurchase Date determined in accordance with subparagraph (a) of this Paragraph (and for this purpose, the value of Purchased Securities transferable by the nondefaulting party shall be the price therefor, obtained from a generally recognized source or the most recent closing bid from such source and the value of Purchased Securities transferable by the defaulting party shall be the price therefor, obtained from a generally recognized source or the most recent closing offer quotation from such source, in each case as determined by the nondefaulting party).

(d) On the basis of the values and other amounts established in accordance with subparagraph (c) of this Paragraph, an account shall be taken (as at the Repurchase Date determined in accordance with subparagraph (a) of this Paragraph) of the amounts owing by each party to the other under this Agreement (which amounts shall be equal, in the case of each party's claims against the other in respect of transfers of

Securities, to the value of such Securities established in accordance with subparagraph (c) of this Paragraph) and the amounts owing by one party shall be set off and applied against the amounts owing by the other, and only the balance of the account shall become immediately due and payable (by the party owing the greater amount pursuant to the foregoing). For purposes of this calculation, all sums not denominated in the Base Currency shall be converted into the Base Currency on the relevant date at the Spot Rate prevailing at the relevant time.

(e) Unless otherwise provided in Annex I, the parties acknowledge and agree that (1) the Securities subject to any Transaction hereunder are instruments traded in a recognized market, (2) in the absence of a generally recognized source for prices or bid or offer quotations for any Security, the nondefaulting party may establish the source therefor in its sole discretion and (3) all prices, bids and offers shall be determined together with accrued Income (except to the extent contrary to market practice with respect to the relevant Securities)."

Schedule of Optional Provisions for Annex VII

[ ]. **Financial Condition. [Alternative 1]** [Each of the parties acknowledges that its agreement to enter into each Transaction under the Agreement shall constitute a representation and warranty that there has been no material adverse change in its financial condition that such party has not disclosed to the other party in writing since the date of the latest statement provided by such party to the other party pursuant to Paragraph 4 of Annex VII.]

[Alternative 2] [Each of the parties acknowledges that its agreement to enter into each Transaction under the Agreement shall constitute a representation and warranty that there has been no change in its financial condition that would materially adversely affect its ability to perform its obligations under the Agreement that such party has not disclosed to the other party in writing since the date of the latest statement provided by such party to the other party pursuant to Paragraph 4 of Annex VII.]

[ ]. **Additional Representations.** In addition to the representations and warranties set forth in Paragraph 10 of the Agreement, (a) Seller represents and warrants to Buyer that, with respect to each Transaction, it will have the right to transfer the Purchased Securities (including any substituted or Additional Purchased Securities) to Buyer in accordance with the terms of the Agreement and that, upon such transfer, such Securities will be free and clear of any prior lien, claim, security interest or other encumbrance on the Purchase Date, and (b) Buyer represents and warrants to Seller that, with respect to each Transaction, it will have the right to transfer the Purchased Securities (after adjustment for any substituted or Additional Purchased Securities) to Seller in accordance with the terms of the Agreement and that, upon such transfer, such Securities will be free and clear of any prior lien, claim, security interest or other encumbrance on the Repurchase Date.

[ ]. **Authorized Persons. [Alternative 1]** [The following persons, and such other persons as are designated by such persons, are authorized to act for Seller (or Buyer, as the case may be) under the Agreement, until notice to the Fund by Seller (or Buyer, as the case may be):

_____
_____
_____
_____

The following persons, and such other persons as are designated by such persons, are authorized to act for the Fund under the Agreement, until notice to Seller (or Buyer, as the case may be) by such Fund:

_____
_____
_____
_____]

[**Alternative 2**] [Each party shall provide the other with a list of persons authorized to act for such party under the Agreement, which list of authorized persons may be supplemented or amended from time to time.]

[ ]. **Limitation of Liability.** For any Transaction involving a Fund organized as a business trust (or a series thereof) where the trustees, officers, employees or interestholders of such business trust (or series thereof) may be held personally liable for its obligations, Seller (or Buyer, as the case may be) acknowledges and agrees that, to the extent such trustees are regarded as entering into the Agreement, they do so only as trustees and not individually and that the obligations of the Agreement are not binding upon any such trustee, officer, employee or interestholder individually, but are binding only upon the assets and property of said Fund (or series thereof). Seller (or Buyer, as the case may be) hereby agrees that such trustees, officers, employees or interestholders shall not be personally liable under the Agreement and that Seller (or Buyer, as the case may be) shall look solely to the property of the Fund (or series thereof) for the performance of the Agreement or payment of any claim under the Agreement.

[ ]. **Additional Event of Default.** In addition to the Events of Default set forth in Paragraph 11 of the Agreement, it shall be an additional "Event of Default" if a revocation or suspension of any authorization obtained by Buyer or Seller pursuant to Paragraph 10(iv) of the Agreement occurs.

[ ]. **Payment and Transfer.** In accordance with Paragraph 7 of the Agreement, the parties agree that (i) Buyer shall pay the Purchase Price and Seller shall pay the Repurchase Price only against delivery or transfer of the Purchased Securities (after adjustment for any substituted or Additional Purchased Securities); (ii) any transfer of Securities or cash required by Paragraph 4 of the Agreement shall be made free to the other party; and (iii) any release of Purchased Securities permitted by Paragraph 9 of the Agreement shall be made only against delivery or transfer of the substituted Securities. Any transfer on a book-entry system shall be made in compliance with the rules of such system and applicable law.

40 Broad Street
New York, NY 10004-2373
Telephone 212.440.9400
Fax 212.440.5260
www.bondmarkets.com

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THE BOND MARKET ASSOCIATION

Supplemental Guidance Notes

THE MASTER REPURCHASE AGREEMENT (1996 VERSION) AND PSA/ISMA GLOBAL MASTER REPURCHASE AGREEMENT (1995 VERSION)

Two standard forms of master repurchase ("**repo**") agreements have been developed by industry groups: The Master Repurchase Agreement (1996 version) (the "**MRA**") is published by The Bond Market Association and is governed by the laws of the State of New York. The Global Master Repurchase Agreement (1995 Version) (the "**GMRA**") is published by PSA and the International Securities Market Association ("**ISMA**") and is governed by the laws of England.

These guidance notes provide a framework for analyzing the key differences between the MRA and the GMRA and the implications of using the respective forms in international repurchase transactions, that is, on a cross-border basis or where the securities or other assets subject to the repurchase agreement ("**repo securities**") are issued by non-U.S. issuers or are maintained, for example, with a depository or clearing system outside the United States. These guidance notes have been prepared by The Bond Market Association, in conjunction with ISMA, and in consultation with Clifford Chance, Freshfields and Cleary Gottlieb, Steen & Hamilton, for the benefit of The Bond Market Association's members who are active in the international repo market. These guidance notes supplement the September 1996 Guidance Notes to the MRA published by The Bond Market Association and the November 1995 Guidance Notes to the GMRA published by PSA and ISMA.

These guidance notes provide an analytical framework but should not be relied upon by any party to determine, without appropriate legal, accounting, tax or other relevant professional advice, whether to engage in particular transactions or whether the MRA or GMRA is suitable to its particular circumstances and needs.

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1. Introduction

The GMRA has been developed as the standard agreement for international transactions in non-U.S. markets.[1] In that regard, PSA and ISMA encourage market participants to consider use of the GMRA where appropriate as the standard master repurchase agreement involving international transactions. The MRA with Annex III for International Transactions is, however, an alternative contract that facilitates the provisions of the MRA, governed by New York law, to be used when that may be desired or preferable. For example, where the repos between two U.S. counterparties are primarily in respect of U.S. securities and an MRA is already in place between them, it may be most convenient for transactions in foreign securities to be included by use of Annex III. It also may be more convenient for two U.S. counterparties without any master agreement in place to enter into an MRA for foreign securities.

a. Questions to consider

Nevertheless, repo participants should exercise caution and seek appropriate advice prior to engaging in international transactions whether the GMRA or MRA is used. In each case, a party should determine whether:

- The master repo agreement is legal and binding against its counterparty.
  - Does the counterparty have the legal capacity and authority to enter into the agreement and the transactions thereunder?
  - Under the governing law of the contract are its terms enforceable against the counterparty?
- The party will obtain those rights, vis-à-vis the counterparty and third parties, in property (such as repo securities and margin) it intends to acquire by the terms of the master repo agreement.
- The party can exercise its remedies upon default as specified in the master repo agreement, including in the event of insolvency of the counterparty.
- There are particular market conventions affecting the manner in which the transactions are conducted.
- There are any special tax or accounting issues.
- There are regulatory or other legal constraints in engaging in the international repo transactions with the intended counterparty.

b. The main differences between the MRA and GMRA

There are a number of differences between the MRA and GMRA. Each document was developed in consideration principally of the market practices and legal developments in New York and London, respectively. The main differences between the two standard form agreements are:

- Difference in governing law (MRA is governed by N.Y. law, the GMRA by English law).
- Structural difference in remedies in the event of default (the GMRA structures the remedies based on close-out and set-off rights by the buyers and sellers of securities; the MRA relies on termination and liquidation or replacement of securities and deemed liquidation or replacement).

[1] Standard annexes have been produced for a number of jurisdictions. At the time of publication of these guidance notes, ISMA obtained reasoned legal opinions on the GMRA regarding the enforceability in insolvency of the close-out and default provisions from counsel in the Bahamas, Bahrain, Barbados, Bermuda, the British Virgin Islands, Canada, the Cayman Islands, Finland, Hong Kong, Japan, Luxembourg, Malaysia, the Netherlands Antilles, Singapore, South Africa and Switzerland and on the enforceability of the GMRA as a whole, from counsel in Australia, Belgium, Denmark, England, Germany, Ireland, the Netherlands, Sweden and the United States.

- Differences in agency provisions (the MRA allows each party to be represented by an agent and allows for "block" trades in which an agent acts for multiple principals; the GMRA accommodates transactions wherein only one party acts as an agent and only on behalf of a single principal).
- Market-based differences in: the Events of Default; Margin Calculations; Margin for Forward Transactions; Hold-in-Custody Provisions.
- MRA provisions addressing regulatory status of certain U.S. counterparties.
- The GMRA has specific annexes the parties may wish to consider, such as the annex for the gilt repo market in the U.K. and the Australian or the Belgian annex under which the GMRA becomes subject to the local law.

2. How Conflicts of Laws Affects the Choice of Documentation

The first set of issues market participants should address is whether the proposed documentation is legally enforceable and whether a party will be able to obtain the rights and remedies it desires in respect of property to be transferred under the master repo agreement. To answer these questions, the governing law of a repo agreement will not be the only relevant body of law.

The governing law defines whether the parties' contractual undertakings to one another are binding, assuming each has the capacity and authority to enter into and perform its obligations. The law of a different jurisdiction may determine whether a party has the necessary legal capacity and authority. The law of yet another jurisdiction may determine the parties' legal rights in property covered by the contract (e.g., in repo or margin securities) in relation to others, including third-party creditors of the counterparty. Finally, if either party becomes insolvent, yet another jurisdiction or jurisdictions may determine the scope and distribution of the insolvent's estate.

a. The role of the Forum State

The decision on which laws apply to each of these matters, including whether the parties' contractual choice of a governing law will be applied to the contract itself, is a matter for the courts of the Forum State. If either party were to seek judicially to enforce its rights under a repo agreement, including in the context of a counterparty's insolvency proceeding, the laws applicable to the issues presented would be selected according to the conflict of law rules of the jurisdictional forum where the case is brought (the "Forum State"). In an international repo transaction, the Forum State might be the state of establishment or residence of either party or the state(s) in which the repo securities are held (e.g., the location of a depository) or any other jurisdiction with a meaningful connection to the parties or the repo securities.

b. The governing law

The MRA is stated to be governed by New York law and the GMRA is stated to be governed by English law.

A party may choose one governing law over another for a repo agreement for a number of reasons, such as:

i) If it is thought action for enforcement of a contractual right may be more likely taken in New York or in England, choice of that jurisdiction's law as the governing law can simplify any potential litigation.

ii) The law of New York or of England may be the law governing the parties' rights in the repo securities (see d. below) and therefore that law may also be selected to govern the contractual rights of the parties as well in order to simplify legal analysis.

iii) One party may be averse to potential litigation in one of the jurisdictions and therefore not only choose the other jurisdiction's law to govern but also refuse contractually to submit to the jurisdiction of courts in the other country.

iv) If it is important that the Federal Deposit Insurance Corporation Improvement Act of 1991 ("**FDICIA**") is applicable to the repo agreement in order to assure enforceability of termination and liquidation provisions in the event of insolvency proceedings of a U.S. counterparty, then the agreement must be governed by U.S. law (state or federal).[2] FDICIA allows for the parties to net and potentially close-out their obligations at any time notwithstanding any other state or federal law to the contrary.

The advantages of FDICIA are that its protections cover more types of counterparties than do the U.S. Bankruptcy Code protections or U.S. or N.Y. state banking laws and more clearly cover repos involving any form of underlying assets. (For a further discussion of these issues, see 3. below.) Thus the contractual choice of law may affect a party's rights in the event of an insolvency, winding up, bankruptcy, or similar proceeding ("**Bankruptcy**") in the United States.

c. **The law establishing the counterparty's capacity and authority**
Whether either party has the legal capacity and authority to enter into the MRA or GMRA is normally determined by the law in which the counterparty is established (if a company or partnership) or domiciled (if an individual). Both the MRA and GMRA contain representations and warranties in respect of each party's capacity and authority. In addition, the MRA has a number of provisions specifically addressing legal concerns in respect of certain U.S. counterparties, such as counterparties engaged in transactions involving ERISA assets (paragraph 18 of the MRA) and U.S. investment companies (Annex VII of the MRA).

d. **The law establishing rights in and to repo securities and margin**
Choice of law rules often do not result in the contractual governing law being applied to the rights of parties to property, including rights relative to third-party creditors of a counterparty. Whether a property transfer is legally effective to achieve a transfer of ownership or whether a party has a perfected and first priority security interest in property is often determined by the law of a jurisdiction in which the property is located or which otherwise has an important relationship to the property itself.

For example, if the Forum State were New York, the choice of law rules applicable to rights in respect of U.S. Treasury securities ("**U.S. Treasuries**") held in the commercial book-entry system of the Federal Reserve, now referred to as Treasury/Reserve Automated Data Entry System ("**TRADES**"), are set forth in federal regulations. In a typical transaction, the repo securities are U.S. Treasuries maintained by a bank in an account in TRADES at the Federal Reserve Bank of New York; that bank (the "custodian bank") maintains securities accounts for others in the ordinary course of its business,

[2] For FDICIA to apply, it is also required that both counterparties are "**financial institutions**" (defined to include a U.S. bank (as a single branch or multibranch party), a U.S. branch of a foreign bank, a U.S. broker-dealer, a U.S. futures commission merchant or an institution that both enters into "**financial contracts**" (defined to include repos) and had one or more such financial contracts of total gross dollar value of U.S.$1 billion in nominal principal amount outstanding on any day during the previous 15 months or had total gross market-to-market positions of at least U.S.$100 million in one or more financial contracts on any day during the previous 15 months).

and, in that capacity, identifies the securities on its books (maintained in New York) as being held on behalf of the repo buyer. Under the federal regulation, the repo buyer's rights in the repo securities not only will be affected by the governing law of the master repo agreement but also by the law governing the contract between the repo buyer and its custodian bank or, in the absence of a contractual governing law provision, the law of New York (assuming that is where its account at the custodian bank is maintained). Thus the only relevant law may not be the law selected to govern the master repo agreement. Under English choice of law rules and our assumed facts, property rights with respect to U.S. Treasuries maintained by the repo buyer in an account in a custodian bank in New York would also be determined primarily by N.Y. (and applicable federal) law even if the GMRA, governed by English law, were used.

Neither the MRA nor the GMRA detail the specific steps that must be taken to transfer securities sold or margin provided in a repo transaction in accordance with the rights sought to be established by the respective agreement. Therefore, in each case the parties must determine the actions required to be taken under applicable law, which may not be the governing law of the contract.

e. **Rights in bankruptcy**
Under applicable choice of law rules, the governing law of the contract may not determine the rights of the parties in the event of the Bankruptcy of a repo counterparty. The law or laws of the jurisdiction in which a Bankruptcy proceeding is maintained will generally govern, including its choice of law rules. In the case of an international repo transaction, this may be:

- The law of the place of incorporation or main place of business of the counterparty (or its domicile if an individual);
- The law in which the contracting branch of the counterparty is established; and/or
- The law of a jurisdiction in which some assets of the counterparty are located and as to which certain ancillary bankruptcy proceedings may take place.

In discussing the major differences in the MRA and GMRA, these guidance notes highlight some of the important aspects of conflicts of laws that can affect the choice of documentation.

3. Scope of Coverage

The MRA and the GMRA both have potentially broad coverage in respect of repo assets.

The GMRA may be used to document repos in any securities and financial instruments. While the GMRA is stated to exclude net paying securities, equities and U.S. Treasury instruments, ISMA has published an annex adapting the GMRA for use with net paying securities and, at the time of publication of these guidance notes, is about to issue guidance explaining that the GMRA may be used for U.S. Treasury instruments without amendment to the agreement, and an annex adapting the GMRA for use with equity securities is being prepared. The MRA covers repos in securities or "other assets" (e.g., loans or receivables), and thus has potentially broader scope than the GMRA. An equity securities annex is also being prepared for the MRA.

A repo participant should be careful, however, whether using either of the standard forms to cover all types of repo assets potentially covered by these forms, to be sure it has considered all the issues related to the particu-

lar type of asset. Before using a repo agreement for a range of assets, issues should be considered in respect of U.S. and non-U.S. counterparties such as tax consequences flowing from such transactions, local regulation of repo transactions and repo assets (including whether non-local counterparties can own the repo assets under local law), applicable laws relating to the transfer of property interests in the repo assets, and applicable bankruptcy laws.

For example, important issues that repo market participants should consider in respect of U.S. counterparties include the power and authority of such counterparty to enter into the range of contemplated transactions and the applicability of provisions of the U.S. Bankruptcy Code (the "**Code**") or the Federal Deposit Insurance Act ("**FDIA**") which may protect the netting and close-out provisions of repo agreements (in respect of counterparties subject to the foregoing statutes) for certain repo assets but not necessarily all forms of assets.[3]

4. Structural Differences in Remedies in the Event of Default

The GMRA and the MRA each structure slightly differently the remedies available to a repo participant upon the occurrence of an event of default.

The GMRA provides for the outright transfer of the repo securities from repo seller to repo buyer and applies the concept of set-off, in insolvency or other default, of exposures of the repo counterparties to each other for transactions covered by the GMRA. The occurrence of an event of default under the GMRA has the effect of accelerating outstanding transactions, converting delivery obligations in respect of the securities to cash sums based on the "default market value" of the securities (which is taken as the actual dealing price within a limited period or the market value at the end of that period) and then netting outstanding amounts to result in a single sum payable from one party to the other. The default valu-

[3] Section 559 of the Code protects the rights of a repo participant to liquidate, upon the occurrence of an insolvency proceeding under the Code (a "**Code proceeding**"), repurchase agreements which have a maturity of one year or less (or are terminable on demand) and relate to certificates of deposit, eligible bankers' acceptances and U.S. government and agency securities that are direct obligations of, or that are fully guaranteed as to principal and interest by, the United States or any agency of the United States. Section 555 of the Code protects the contractual right of a stockbroker, financial institution (defined to include a commercial or savings bank, industrial savings bank, savings and loan association or trust company, acting for itself or as agent or custodian for a customer) or securities clearing agency to liquidate, upon the occurrence of a Code proceeding, a securities contract (defined to include a contract for the purchase and sale of a security). Although the definition of a securities contract is broad, Section 555's scope is restricted because it applies only to stockbrokers, financial institutions (or their customers where the financial institution is acting as agent) and securities clearing agencies as counterparties to the entity subject to the Code proceeding.

Both Section 555 and 559 contain an exception in the event of a court order authorized under the Securities Investor Protection Act of 1970 or any statute administered by the Securities and Exchange Commission. The U.S. Securities Investor Protection Corporation ("**SIPC**") has determined, in a letter dated February 4, 1986, from Michael E. Don, Deputy General Counsel, to Robert A. Portnoy, Deputy Executive Director and General Counsel of the Public Securities Association, and in a letter dated February 14, 1996, from Michael E. Don, President, to Seth Grosshandler, Cleary, Gottlieb, Steen & Hamilton, that, as to repurchase agreements (whether or not they fall within the Code definition of "repurchase agreement"), the standard proposed order SIPC will seek will still bar their immediate liquidation pursuant to insolvency default clauses, but that SIPC would consent (and would urge the trustee to consent) to their liquidation upon the receipt of an appropriate affidavit (and similar additional documentation) from the counterparty that the affiant has no knowledge of any fraud involved in the repo transactions and that the repo counterparty has a perfected security interest in the underlying securities. The letter states SIPC's hope that it could make the determinations necessary for its consent to closeout within four to five days after the initiation of a liquidation proceeding, or more rapidly in periods of particular market volatility.

FDIA, which would apply to a federally insured bank's receivership or conservatorship proceeding, defines repurchase agreement more broadly than the Code to include certain mortgage-related securities, any mortgage-related loans and any interest in any mortgage loan, and repurchase agreements which have a maturity of one year or less involving certain securities that are direct obligations of or are fully guaranteed by OECD central governments. The foregoing benefits apply regardless of the type of counterparty to the federally insured bank.

ation provisions are flexible and give the non-defaulting party up to two dealing days to deal in the securities to allow for different time zones.[4]

The MRA also is structured as an outright sale of securities but, unlike the GMRA, contains provisions to protect the repo buyer's interest in and to repo securities if the repo agreement were to be recharacterized as a secured loan. The remedies upon default provisions therefore differ from those of the GMRA. Upon the occurrence of an event of default, the remedies of a non-defaulting buyer of repo securities under the MRA include the ability immediately to sell or be deemed to have sold such securities in a commercially reasonable manner. Likewise, a non-defaulting seller of repo securities under the MRA may immediately purchase or be deemed to have purchased the repo securities in a commercially reasonable manner.[5]

The contingency that a repo may be recharacterized as a secured loan, contrary to the intention of the parties, is also addressed in a number of other provisions of the MRA. The MRA contains a specific provision (paragraph 6) that, if the transactions thereunder are deemed to be secured loans rather than sales and purchases, the repo seller shall be deemed to have granted the repo buyer a security interest in the transferred repo securities (the "**Security Interest Provision**").[6] The MRA also contains an acknowledgment by the parties that the underlying repo securities trade in a recognized market. This provision offers the repo buyer protection because Section 9-504 of the Uniform Commercial Code, which applies to the transfer of interests in property, does not require notice to a defaulting party before liquidation of a non-defaulting party's collateral if such collateral consists of securities which trade in a recognized market.

It is important to consider in any international repo transaction the possibility of recharacterization of the repo as a secured loan. Specifically, parties should investigate how the law applicable to the property rights in the repo securities may affect the operation of the GMRA or the MRA. Thus, for example, if the GMRA is used but English law is not the law applicable to the rights of the parties in the repo securities, and under applicable law the repo would be recharacterized as a secured loan, it may not be possible to operate the GMRA as contemplated by its text. For example, would recharacterization require additional steps to be taken in order to obtain a perfected and first priority security interest? Would it affect the repo buyer's rights to rehypothecate the repo securities? Would a stay apply in bankruptcy to the repo buyer's rights to liquidate the repo securities? Does the repo seller have the power and authority to pledge the securities?

The potential effect of recharacterization can also be seen where the MRA is used but English law is determined to be the law applicable to the repo buyer's rights in the repo securities. It is possible that an English court might recharacterize the repo as a secured loan because of the provisions of the MRA described above which are intended to address the contingency of just such an inappropriate recharacter-

[4] For U.K.-regulated firms entering into repos, it is possible to report counterparty risk on a net basis provided the documentation is supported by a legal opinion confirming that the netting provisions are enforceable in the event of default, liquidation or bankruptcy. The GMRA is supported by opinions in respect of a number of jurisdictions so that netting is available where the GMRA is used and the applicable conditions are satisfied. (See note 1.) The MRA has certain optional provisions to achieve this capital treatment for repos entered into under the MRA. (See note 5.)

[5] The MRA contains certain optional alternative remedies upon default provisions exclusively relying on set-offs as a remedy as is done in the GMRA. These provisions, contained in the Schedule of Optional Provisions for Annex I, are entitled "Alternative Termination Provision for U.K. and Certain Other Counterparties Seeking Regulatory Netting Treatment Under Capital Adequacy Directives." Legal opinions for New York, the jurisdiction of incorporation of the counterparty, and the jurisdiction of any branch of the counterparty would be required before U.K. firms could report counterparty exposure on a net basis using these provisions.

[6] We note that this provision may have particular relevance to certain parties. SIPC, which may administer a U.S. broker-dealer's Bankruptcy proceeding, requires that the broker-dealer's repo counterparty show that it has a perfected security interest in any transferred repo securities before SIPC will consent to a closeout of a repo agreement. (See note 3.)

ization. ISMA has obtained the reasoned opinion of Richard Sykes, Q.C., that there is no such risk in the case of the GMRA where English law is applicable.

5. Agency Provisions

The two agreements differ in relation to the provisions for agents to act for principals. Under Annex IV of the GMRA, only one party to the repo agreement can be acting as agent, and can act as agent only for a single disclosed principal. Under the MRA, each party represents that it is acting as a principal unless the parties have agreed otherwise in writing. This agreement may be achieved by the use of Annex IV of the MRA which allows for the MRA to be entered into between agents acting for one or more principals whose identities are disclosed up to one business day after entering into a transaction and also allows for agents to engage in "block transactions," i.e., on behalf of multiple principals. *It is important for parties to assure themselves that their documentation is adequate to obtain recourse against the intended counterparty under the law applicable to its power and authority to contract should the MRA or GMRA be entered into with an agent acting for the counterparty in a single transaction or in block transactions.*[7] Under N.Y. choice of law rules, the law applicable to the issue of whether a principal is bound by action taken on its behalf by an agent will be that of the jurisdiction with the most significant relationship to the parties and the transactions involved, which may not be the governing law of the repo agreement.

6. Market-Based Differences in MRA and GMRA

a. Events of default

(1) Notice requirements

For an event of default to have occurred, the GMRA requires the non-defaulting party to provide a default notice to the defaulting party except in the case of certain acts of insolvency. In addition, the GMRA has a 30-day cure period in respect of certain events of default. In contrast, the MRA does not require the non-defaulting party to provide notice to the defaulting party prior to declaring an event of default, except for one business day's notice in the event of nonpayment of income.

(2) Failure to deliver securities

Under the MRA, the failure to deliver securities on the purchase or repurchase date constitutes an event of default (upon which all outstanding transactions under the MRA can, but need not, be terminated). Under the GMRA, for practical or commercial reasons it does not. However, the performing party is entitled under the GMRA to:

- require the repayment of the purchase price or repurchase price if it has paid it;
- if it has a transaction exposure in respect of the relevant transaction, require the payment of cash margin; or
- by written notice, declare that transaction only shall be terminated.

[7] For a discussion of legal issues arising under New York and English law, respectively, where a party acts as agent for disclosed or for undisclosed principals, see "Fund Managers Acting as Agents and Market Transactions" prepared by the Financial Markets Lawyers Group (January 1996) and "Fund Management and Market Transactions," A Practice Recommendation of the Financial Law Panel (September 1995).

b. **Margin provisions**

(1) **Margin calculation**

Both agreements provide for margin maintenance to be calculated on an aggregate basis across all transactions, but each agreement allows parties to elect not to include a particular repo transaction in this calculation and to provide for margin separately. The margin maintenance provisions of the GMRA offer the parties the option to "reprice" a transaction rather than make a margin call. Repricing is the market pratice for Buy/Sell Back Transactions, and may be done by adjusting the cash or the securities side of the transaction. The MRA provides optional repricing provisions in its Schedule of Optional Provisions for Annex I.

The MRA allows parties to establish a deadline for notices of margin calls such that calls made before that time must be satisfied the same day. The GMRA also contains the option for establishing a deadline. Failure to satisfy margin maintenance obligations is an event of default under both the MRA and the GMRA. However, in the MRA, there is no cure period for a margin default, whereas the GMRA provides for notice to be given to the party who has failed to satisfy the call before an event of default can be triggered.

The GMRA contains a provision for a recipient of cash margin to pay interest on the cash to the paying party. The MRA does not contain a parallel provision, as this type of arrangement has not been the standard practice in the U.S. market.

Parties should consider the conventions in their markets for margin maintenance and the tax, accounting, legal or other ramifications of these conventions as well as the method of exercising rights associated with margin maintenance obligations.

(2) **Margin for forward transactions**

The MRA Annex V provides for margin on forward transactions. In a transaction involving international securities it is important to consider the law of the jurisdiction which will determine the repo participants' property rights in the Forward Collateral (as defined in the MRA Annex V) to ascertain if the parties have effectively transferred ownership of the Forward Collateral or have created a first priority security interest in the Forward Collateral. Similarly, it is important to consider the law(s) applicable to the insolvency of the counterparty to ascertain the rights of the non-defaulting party to set-off or liquidate the Forward Collateral.

c. **Hold in custody repos**

The MRA contains provisions for hold in custody repos; the GMRA does not. Both local regulatory requirements and bankruptcy laws applicable to the repo seller for "hold in custody" repos should be carefully considered to determine whether the repo buyer's rights to the repo securities are protected against a bankruptcy receiver or third party creditor of the repo seller.

d. **Buy/Sell Back Transactions**

Annex VI to the MRA has added provisions for "Buy/Sell Back" transactions. The principal economic difference between Buy/Sell Back transactions and more traditional repo transactions covered by the MRA is that, in Buy/Sell Backs, income payments on repo securities are retained by the repo Buyer (and the sell back price is adjusted accordingly). The GMRA in Annex III also has Buy/Sell

Back provisions, the main difference being that the GMRA calculates accrued interest separately from the purchase price in accordance with London market practice.

The GMRA contains provisions giving the parties the option to reprice the transaction, as does the MRA in the Schedule of Optional Provisions for Annex I. This is the standard method of dealing with fluctuations in the value of securities in Buy/Sell Back transactions.

Before engaging in Buy/Sell Back transactions, issues of power and authority, accounting, tax, and regulatory issues should be carefully considered under applicable law.

e. **Other market-related differences**
Certain other market-related differences are described in the attachment to these Supplemental Guidance Notes.

7. MRA Provisions Related to Regulatory Status of Certain U.S. Counterparties

In order to meet applicable statutory or regulatory requirements of federal law, certain U.S. persons as repo counterparties will find it necessary or preferable to include one or more provisions of the MRA in their repo agreements whether the documentation being used is the MRA or the GMRA:

a. Annex VII for investment companies registered under the U.S. Investment Company Act of 1940.

b. Paragraph 18 for transactions involving ERISA plan assets.

c. Paragraph 20(a) and (b) for U.S. registered brokers or dealers.

d. Paragraph 20(c) for federally insured U.S. financial institutions.

e. Paragraph 8 disclosure for hold in custody repos if the repo seller is a government securities broker or dealer or is a financial institution.

f. Paragraph 19 in respect of bankruptcy and insolvency concerns. The protections of U.S. federal banking laws relating to the receivership and conservatorship of federally or state chartered insured banks or branches of foreign banks will apply to repo agreements even if the parties do not refer in the agreement to the relevant provisions of Section 11(e)(8) of FDIA. Similarly, where a U.S. corporation is a counterparty, parties do not need to refer in their contract to the Code's protections of repos of certain U.S. government and agency securities (Section 559) or other securities contracts by certain financial institutions (Section 555). Nevertheless, parties may wish to include the provisions contained in paragraph 19 referring to the above-referenced statutory sections to confirm that the parties intend them to apply.

8. Counterparties and Securities from Emerging Markets

Where one repo participant is from an emerging market country, or where the repo securities are issued by an issuer from or are maintained in an emerging market country, the counterparty may wish to include an additional event of default to both the MRA and GMRA relating to sovereign risks or force

majeure events. *A provision relating to sovereign risk is included in the MRA's Schedule of Optional Provisions for Annex I and is entitled "Additional Event of Default."*

9. Foreign Regulation

In engaging in repo activities across national borders, a party should obtain advice of counsel on the extent to which the activity is legally permissible under applicable foreign statute and regulation. For example, a party should consider the extent to which it may legally acquire or deal in repo securities in a foreign jurisdiction or deal with local counterparties (e.g., a foreign counterparty's inability to pledge assets) or become subject to local licensing requirements or regulations (such as licensing requirements for broker or dealer activities or solicitation).

10. Use of Two or More Master Agreements with a Single Counterparty

After considering all of the above factors, including the effect on netting of counterparty exposures, a party may find it desirable to enter into more than one Master Repurchase Agreement with a single counterparty, for example, in respect of different types of repo securities. If so, paragraph 14 of the MRA and paragraph 15 of the GMRA would need to be amended. Also, in this situation, parties may wish to include, in each Master Repurchase Agreement, an event of default expressly referring to a default under the other Master Repurchase Agreement. Parties should also consider the need to specify in each confirmation the particular Master Repurchase Agreement between the parties that is applicable to the transaction.

Additional Market-Related Differences in MRA and GMRA

GMRA	MRA
1. Price Differential calculated on basis of 360 or 365 day year (¶2(dd))	1. Price Differential calculated on basis of 360-day year (¶2(k))
2. Requires designating offices through which transactions will be handled (¶2(l))	2. No requirement regarding designated offices; optional provisions for designating offices contained in the Guidance Notes, September 1996 Version, Schedule of Optional Provisions for Annex I
3. Confirmation prevails over agreement (¶3(b))	3. Agreement prevails over confirmation (¶3(b))
4. In lieu of margin maintenance, new repriced transactions can be entered into or are deemed to occur (¶4(i),(j),(k))	4. No provision for entry into new transactions in lieu of margin maintenance; optional provision for repricing contained in Schedule of Optional Provisions for Annex I
5. No threshold amount for margin exposure provided (although can be specified)	5. Provides option to establish threshold amount for margin exposure (¶4(e))
6. Minimum delivery period for margin to be specified (¶4(g))	6. Margin delivery on same or next day (¶4(d))
7. Can specify the return of particular margin assets (¶4(d))	7. No such provision
8. Additional Event of Default: expulsion from self-regulatory organization (¶10(a)(vii))	8. No such additional Events of Default
9. Interest rate on owed obligations upon Event of Default termination = greater of LIBOR or Pricing Rate (¶10(d))	9. Interest rate on owed obligations upon Event of Default termination = greater of Prime Rate or Pricing Rate (¶11(h))
10. Default remedies are limited to those set forth in the agreement (¶10(g))	10. Default remedies specified are in addition to any other rights available under applicable law (¶11(i))
11. Interest provision imposing LIBOR on all unpaid obligations under agreement, outside Event of Default termination (¶12)	11. No non-termination interest rate
12. Contains a "no reliance" representation (¶9(g))	12. No such representation
13. Representation that securities transferred are free of all liens (¶9(h))	13. No such representation
14. Tax representation specific to U.K. regime (¶9(i)); provisions addressing taxes including withholding taxes (¶6(b))	14. Provisions addressing taxes including withholding taxes (¶5 of Annex III).

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THE BOND MARKET ASSOCIATION

Amendment to the Master Repurchase Agreement
1987 or 1996 Version

AMENDMENT, dated as of _____, 1997 to the Master Repurchase Agreement, dated as of _____ (the "Agreement"), between _____ and _____. Capitalized terms used but not defined in this Amendment shall have the meanings ascribed to them in the Agreement.

The parties hereto hereby agree to amend Section 9 of the Agreement by adding at the end of the paragraph the following paragraphs (c) and (d) :

(c) In the case of any Transaction for which the Repurchase Date is other than the business day immediately following the Purchase Date and with respect to which Seller does not have any existing right to substitute substantially the same Securities for the Purchased Securities, Seller shall have the right, subject to the proviso to this sentence, upon notice to Buyer, which notice shall be given at or prior to 10 am (New York time) on such business day, to substitute substantially the same Securities for any Purchased Securities; provided, however, that Buyer may elect, by the close of business on the business day notice is received, or by the close of the next business day if notice is given after 10 am (New York time) on such day, not to accept such substitution. In the event such substitution is accepted by Buyer, such substitution shall be made by Seller's transfer to Buyer of such other Securities and Buyer's transfer to Seller of such Purchased Securities, and after substitution, the substituted Securities shall be deemed to be Purchased Securities. In the event Buyer elects not to accept such substitution, Buyer shall offer Seller the right to terminate the Transaction.

(d) In the event Seller exercises its right to substitute or terminate under sub-paragraph (c), Seller shall be obligated to pay to Buyer, by the close of the business day of such substitution or termination, as the case may be, an amount equal to (A) Buyer's actual cost (including all fees, expenses and commissions) of (i) entering into replacement transactions; (ii) entering into or terminating hedge transactions; and/or (iii) terminating transactions or substituting securities in like transactions with third parties in connection with or as a result of such substitution or termination, and (B) to the extent Buyer determines not to enter replacement transactions, the loss incurred by Buyer directly arising or resulting from such substitution or termination. The foregoing amounts shall be solely determined and calculated by Buyer in good faith.

This Amendment shall be effective January 1, 1998.

Except as amended by this Amendment, the Agreement shall remain in full force and effect.

[Name of Party]	[Name of Party]
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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THE BOND MARKET ASSOCIATION

Master Repurchase Agreement

Annex Relating to European Economic and Monetary Union

This Annex forms a part of the Master Repurchase Agreement dated as of _____, 19__ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Annex shall have the meanings ascribed to them in the Agreement, including (if the parties have entered into Annex III) Annex III to the Agreement.

1. Definitions

For purposes of the Agreement and this Annex, the following terms shall have the following meanings:

(a) "euro" shall mean the currency of the member states of the European Union that adopt a single currency in accordance with the Treaty establishing the European Communities, as amended by the Treaty on the European Union;

(b) "euro unit", "national currency unit" and "transitional period", shall have the meanings given to those terms in the European Council Regulation on the legal framework for the introduction of the euro on January 1, 1999;

(c) "TARGET" shall mean the Trans-European Automated Real-time Gross Settlement Express Transfer system.

2. Continuity of Contract

The parties confirm that the introduction of the euro or the occurrence or non-occurrence of any other event associated with economic or monetary union in the European Community shall not have the effect of altering any term of, nor of discharging or excusing any performance under, the Agreement or any Transaction thereunder, nor give any party the right unilaterally to alter or terminate the Agreement or any Transaction thereunder, or, in and of itself, give rise to an Event of Default under the Agreement. An event associated with economic or monetary union in the European Community shall include, but not be limited to, (a) the introduction of or changeover to the euro; (b) the fixing of conversion rates between a member state's currency and the euro or between the currencies of member states; (c) the substitution of the euro for the ECU; (d) the introduction of the euro as lawful currency of a member state; (e) the withdrawal from legal tender of any currency that, before the introduction of the euro, was lawful currency in one of the member states; (f) the disappearance or replacement of a relevant price source or rate for the ECU or the national currency of any member state, or the failure of a sponsor to publish or display a relevant rate, price, page or screen; or (g) the redenomination, renominalization or reconventioning of any Purchased Securities or Additional Purchased Securities.

3. Purchased Securities/Equivalent Securities

The parties agree that securities will continue to be "Purchased Securities" or "Additional Purchased Securities" notwithstanding the redenomination, renominalization or reconventioning

of those securities in connection with an event associated with economic or monetary union in the European Community.

4. Business Days

The parties agree that if they have entered into Annex III, then with respect to paragraph (iv) of the definition of "Business Day" or "business day" in Paragraph 1(a) of Annex III:

(a) references to a day on which "banks are open for business in the principal financial center" in relation to a national currency unit will be to a day on which banks are open for settling payments in the national currency unit in the principal financial center of that national currency unit immediately prior to the start of the transitional period;

(b) "(A)" shall be inserted after the word "above," and before the words "a day other";

(c) the following words shall be deleted: "(or, in the case of ECU, a day on which ECU clearing operates)"; and

(d) the following words shall be added at the end of the paragraph:

" or (B) in the case of a payment denominated in euro, a day other than Saturday or Sunday on which TARGET operates and banks are open for business in the place where any account designated by the parties for the making or receipt of the payment is situated"

5. Contractual Currency and Payment

The parties agree that if they have entered into Annex III, then:

(a) the following shall be added to the end of the definition of "Spot Rate" contained in paragraph 1(a) of Annex III:

", provided, however, that (i) with respect to amounts to be converted from a national currency unit into the euro or from the euro into a national currency unit, the conversion shall be made at the irrevocably fixed conversion rates specified by Council Regulation (EC) No. 2866/98 and (ii) with respect to amounts to be converted between different national currency units of the euro, the conversion shall be made in accordance with Article 4(4) of Council Regulation (EC) No. 1103/97."

(b) For purposes of the definition of "Contractual Currency"in paragraph 1(a) of Annex III, amounts in euros (whether denominated in the euro unit or a national currency unit) shall be treated as the same currency only if those amounts are both expressed in the euro unit or the same national currency unit.

(c) If as a result of an event associated with economic or monetary union of the European Community, Purchased Securities or Additional Purchased Securities are redenominated into euro during the term of a Transaction, the Contractual Currency for purposes of making payments under the Agreement or Annex III will be euro, unless the Contractual

Currency was a currency other than the currency in which such Purchased Securities or Additional Purchased Securities were previously denominated, or as otherwise agreed.

(d) Notwithstanding paragraph 3(b) of Annex III, the payee of any payments of Income in respect of a Purchased Security may, if the payment is denominated in a national currency unit of a country participating in euro, at its option, accept tender thereof in euro, regardless of whether the payment of Income was received from the issuer of the Purchased Security in euro or the applicable national currency unit. The obligation of the payor of such payment of Income shall be discharged under Paragraph 5 of the Agreement only to the extent that the amount paid in euro is equivalent to the amount expressed in the national currency unit where the conversion is conducted in accordance with the definition of Spot Rate in Annex III, as amended by this Annex.

6. Buy/Sellback Transactions

If the parties have entered into Annex VI and any Buy/Sellback Transaction is outstandizng at the time of a reconventioning of the interest accrual provisions of the relevant Purchased Securities in connection with the introduction of the euro, the parties agree that notwithstanding Paragraph 4 of Annex VI, the "Accrued Interest" for such Buy/Sellback Transaction shall be calculated by reference to the interest accrual provision of such Purchased Securities prior to such reconventioning, as if such reconventioning had not occurred.

7. Representations and Warranties

Each of the parties hereto (and, in the case of a party acting as agent in accordance with the terms of the Agreement, each of its principals) represents and warrants that (a) it has full power and authority to execute and deliver this Annex, to enter into any Transactions contemplated by the Agreement and to perform its obligations thereunder, as amended or supplemented herein; (b) it has taken all necessary action to authorize such execution, delivery and performance; and (c) this Annex constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms and the terms of the Agreement.

8. Events of Default

In addition to any Events of Default set forth in the Agreement, it shall be an additional Event of Default under Paragraph 11 of the Agreement if either party fails to perform any covenant or obligation required to be performed by it hereunder or if any representation made by either party in respect hereof shall be incorrect or untrue in any material respect during the term of the Transaction under the Agreement, as amended or supplemented herein; provided, however, that to the extent Section 5 hereof amends and supplements Paragraph 5 of the Agreement, any such failure under Section 5 hereof shall constitute an Event of Default only after the expiration of any notice period, if any, specified in Paragraph 11 of the Agreement with respect to such failure.

9. Effectiveness

The provisions of this Annex shall be deemed to be effective as of December 31, 1998.

[Name of Party]	[Name of Party]
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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THE BOND MARKET ASSOCIATION

Master Repurchase Agreement

Annex Relating to European Economic and Monetary Union

This Annex forms a part of the Master Repurchase Agreement dated as of _____ , 19__ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Annex shall have the meanings ascribed to them in the Agreement, including (if the parties have entered into Annex III) Annex III to the Agreement.

1. Definitions

For purposes of the Agreement and this Annex, the following terms shall have the following meanings:

(a) "euro" shall mean the currency of the member states of the European Union that adopt a single currency in accordance with the Treaty establishing the European Communities, as amended by the Treaty on the European Union;

(b) "euro unit", "national currency unit" and "transitional period", shall have the meanings given to those terms in the European Council Regulation on the legal framework for the introduction of the euro on January 1, 1999;

(c) "TARGET" shall mean the Trans-European Automated Real-time Gross Settlement Express Transfer system.

2. Continuity of Contract

The parties confirm that the introduction of the euro or the occurrence or non-occurrence of any other event associated with economic or monetary union in the European Community shall not have the effect of altering any term of, nor of discharging or excusing any performance under, the Agreement or any Transaction thereunder, nor give any party the right unilaterally to alter or terminate the Agreement or any Transaction thereunder, or, in and of itself, give rise to an Event of Default under the Agreement. An event associated with economic or monetary union in the European Community shall include, but not be limited to, (a) the introduction of or changeover to the euro; (b) the fixing of conversion rates between a member state's currency and the euro or between the currencies of member states; (c) the substitution of the euro for the ECU; (d) the introduction of the euro as lawful currency of a member state; (e) the withdrawal from legal tender of any currency that, before the introduction of the euro, was lawful currency in one of the member states; (f) the disappearance or replacement of a relevant price source or rate for the ECU or the national currency of any member state, or the failure of a sponsor to publish or display a relevant rate, price, page or screen; or (g) the redenomination, renominalization or reconventioning of any Purchased Securities or Additional Purchased Securities.

3. Purchased Securities/Equivalent Securities

The parties agree that securities will continue to be "Purchased Securities" or "Additional Purchased Securities" notwithstanding the redenomination, renominalization or reconventioning

of those securities in connection with an event associated with economic or monetary union in the European Community.

4. Business Days

The parties agree that if they have entered into Annex III, then with respect to paragraph (iv) of the definition of "Business Day" or "business day" in Paragraph 1(a) of Annex III:

(a) references to a day on which "banks are open for business in the principal financial center" in relation to a national currency unit will be to a day on which banks are open for settling payments in the national currency unit in the principal financial center of that national currency unit immediately prior to the start of the transitional period;

(b) "(A)" shall be inserted after the word "above," and before the words "a day other";

(c) the following words shall be deleted: "(or, in the case of ECU, a day on which ECU clearing operates)"; and

(d) the following words shall be added at the end of the paragraph:

" or (B) in the case of a payment denominated in euro, a day other than Saturday or Sunday on which TARGET operates and banks are open for business in the place where any account designated by the parties for the making or receipt of the payment is situated"

5. Contractual Currency and Payment

The parties agree that if they have entered into Annex III, then:

(a) the following shall be added to the end of the definition of "Spot Rate" contained in paragraph 1(a) of Annex III:

", provided, however, that (i) with respect to amounts to be converted from a national currency unit into the euro or from the euro into a national currency unit, the conversion shall be made at the irrevocably fixed conversion rates specified by Council Regulation (EC) No. 2866/98 and (ii) with respect to amounts to be converted between different national currency units of the euro, the conversion shall be made in accordance with Article 4(4) of Council Regulation (EC) No. 1103/97."

(b) For purposes of the definition of "Contractual Currency"in paragraph 1(a) of Annex III, amounts in euros (whether denominated in the euro unit or a national currency unit) shall be treated as the same currency only if those amounts are both expressed in the euro unit or the same national currency unit.

(c) If as a result of an event associated with economic or monetary union of the European Community, Purchased Securities or Additional Purchased Securities are redenominated into euro during the term of a Transaction, the Contractual Currency for purposes of making payments under the Agreement or Annex III will be euro, unless the Contractual

Currency was a currency other than the currency in which such Purchased Securities or Additional Purchased Securities were previously denominated, or as otherwise agreed.

(d) Notwithstanding paragraph 3(b) of Annex III, the payee of any payments of Income in respect of a Purchased Security may, if the payment is denominated in a national currency unit of a country participating in euro, at its option, accept tender thereof in euro, regardless of whether the payment of Income was received from the issuer of the Purchased Security in euro or the applicable national currency unit. The obligation of the payor of such payment of Income shall be discharged under Paragraph 5 of the Agreement only to the extent that the amount paid in euro is equivalent to the amount expressed in the national currency unit where the conversion is conducted in accordance with the definition of Spot Rate in Annex III, as amended by this Annex.

6. Buy/Sellback Transactions

If the parties have entered into Annex VI and any Buy/Sellback Transaction is outstandizng at the time of a reconventioning of the interest accrual provisions of the relevant Purchased Securities in connection with the introduction of the euro, the parties agree that notwithstanding Paragraph 4 of Annex VI, the "Accrued Interest" for such Buy/Sellback Transaction shall be calculated by reference to the interest accrual provision of such Purchased Securities prior to such reconventioning, as if such reconventioning had not occurred.

7. Representations and Warranties

Each of the parties hereto (and, in the case of a party acting as agent in accordance with the terms of the Agreement, each of its principals) represents and warrants that (a) it has full power and authority to execute and deliver this Annex, to enter into any Transactions contemplated by the Agreement and to perform its obligations thereunder, as amended or supplemented herein; (b) it has taken all necessary action to authorize such execution, delivery and performance; and (c) this Annex constitutes a legal, valid and binding obligation, enforceable against it in accordance with its terms and the terms of the Agreement.

8. Events of Default

In addition to any Events of Default set forth in the Agreement, it shall be an additional Event of Default under Paragraph 11 of the Agreement if either party fails to perform any covenant or obligation required to be performed by it hereunder or if any representation made by either party in respect hereof shall be incorrect or untrue in any material respect during the term of the Transaction under the Agreement, as amended or supplemented herein; provided, however, that to the extent Section 5 hereof amends and supplements Paragraph 5 of the Agreement, any such failure under Section 5 hereof shall constitute an Event of Default only after the expiration of any notice period, if any, specified in Paragraph 11 of the Agreement with respect to such failure.

9. Effectiveness

The provisions of this Annex shall be deemed to be effective as of December 31, 1998.

[Name of Party]	[Name of Party]
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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THE BOND MARKET ASSOCIATION

Annex I

Supplemental Terms and Conditions

This Annex I forms a part of the Master Repurchase Agreement dated as of _____, 19__ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Annex I shall have the meanings ascribed to them in the Agreement.

1. Other Applicable Annexes. In addition to this Annex I and Annex II, the following Annexes and any Schedules thereto shall form a part of this Agreement and shall be applicable thereunder:

   [Annex III (International Transactions)]

   [Annex IV (Party Acting as Agent)]

   [Annex V (Margin for Forward Transactions)]

   [Annex VI (Buy/Sell Back Transactions)]

   [Annex VII (Transactions Involving Registered Investment Companies)]

2. The following 2 paragraphs shall be added to Paragraph 9 of the Agreement:

   (c) In the case of any Transaction for which the Repurchase Date is other than the business day immediately following the Purchase Date and with respect to which Seller does not have any existing right to substitute substantially the same Securities for the Purchased Securities, Seller shall have the right, subject to the proviso to this sentence, upon notice to Buyer, which notice shall be given at or prior to 10 am (New York time) on such business day, to substitute substantially the same Securities for any Purchased Securities; provided, however, that Buyer may elect, by the close of business on the business day notice is received, or by the close of the next business day if notice is given after 10 am (New York time) on such day, not to accept such substitution. In the event such substitution is accepted by Buyer, such substitution shall be made by Seller's transfer to Buyer of such other Securities and Buyer's transfer to Seller of such Purchased Securities, and after such substitution, the substituted Securities shall be deemed to be Purchased Securities. In the event Buyer elects not to accept such substitution, Buyer shall offer Seller the right to terminate the Transaction.

   (d) In the event Seller exercises its right to substitute or terminate under sub-paragraph (c), Seller shall be obligated to pay to Buyer, by the close of the business day of such substitution or termination, as the case may be, an amount equal to (A) Buyer's actual cost (including all fees, expenses and commissions) of (i) entering into replacement transactions; (ii) entering into or terminating hedge transactions; and/or (iii) terminating transactions or substituting securities in like transactions with third parties in connection with or as a result of such substitution or termination, and (B) to the extent Buyer determines not to enter into replacement transactions, the loss incurred by Buyer directly arising or resulting from such substitution or termination. The foregoing amounts shall be solely determined and calculated by Buyer in good faith.

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THE BOND MARKET ASSOCIATION

Supplemental Guidance Notes to Annex I

Supplemental Terms and Conditions

The Bond Market Association (formerly PSA) would like to call your attention to an important accounting development that will impact the funding markets.

On June 28, 1996, the Financial Accounting Standards Board issued Statement No. 125, Accounting for Transfers and Servicing of Financial Assets and Extinguishments of Liabilities ("FASB 125"), which institutes new accounting rules for generally accepted accounting principles ("GAAP") applicable to all transactions involving transfers of financial assets, including repurchase agreement and buy/sell back transactions and transfers of collateral constituting financial assets in connection with secured financing transactions.

Under FASB 125, the accounting for repurchase transactions may change depending on the terms of the transaction. In particular, if the repo buyer has the right to sell or re-pledge the repo securities, and if a repo seller does not maintain control over the repo securities - by not having the right to substitute securities or terminate the transaction on short notice - the repo buyer will generally be required to record both the securities as well as an obligation to return the securities, thereby "grossing up" its balance sheet. The repo seller will generally be required to reclassify the repo securities from securities inventory to receivable for securities pledged as collateral.

Paragraph 8 of the Master Repurchase Agreement (the "Agreement") provides that a repo buyer is free to transfer, sell, pledge or re-hypothecate the repo securities. Paragraph 9(a) of the Master Repurchase Agreement provides that the parties to a Repurchase Transaction can agree that the repo seller has substitution rights with respect to the repo securities. In order to enable market participants to mitigate the potential impacts of FASB 125 on their balance sheets, a significant number of Association members active in the repo markets requested that the Association publish a standard provision that allows a repo seller to retain effective control over the transferred repo securities by documenting a right of substitution on the part of the repo seller or a right to terminate a transaction prior to maturity on short notice to the repo buyer. Market participants also preferred not to fundamentally alter the existing trading practices and economic expectations of the repo market.

Attached is Annex I (Supplemental Terms and Conditions) that incorporate this suggested standard provision, previously published as Repo Trading Practices Guideline Update No. 96-1.

The optional substitution/termination provision contained in both of these forms is intended to both provide for a right of substitution/termination on the part of the repo seller and prescribe a methodology for quantifying economic loss suffered by the repo buyer as a direct consequence of the repo seller's exercise of its substitution/termination right. The provision is intended to make the repo buyer economically "whole". In other words, although the repo seller would maintain effective control over the asset transferred in the repo transaction, the repo buyer would not suffer economically because the loss provision is intended to place the buyer in the same position it would have been had the tranferor not effectuated that control through the exercise of the substitution/termination right.

The attached Annex I also contains a short time frame for notice of substitution. The provision reflects the current Association Restated Repo Trading Practices Guidelines (Paragraph M.3.) by providing that notice of substitution should be provided by 10 am (New York time) for substitutions to occur on the same business day, and if notice of substitution is given after 10 am (New York time), substitution would occur on the next business day. The Funding Division Trading Practices Committee views such period as the minimal time frame necessary to effectuate the exercise of the contractual right and determine the appropriate dollar amount consistent with the contractual "make whole" provision. Parties may agree on different notice periods.

As always, the Association recommends that market participants consult with their legal and accounting advisors concerning the desirability of use of this Annex I (Supplemental Terms and Conditions) with respect to its firm's particular needs and circumstances.

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Invested in America

Amendment to Annex III (International Transactions) of the Master Repurchase Agreement
1996 Version

Dated as of _____

Between: _____

and _____

The parties hereto, having previously entered into a Master Repurchase Agreement (the "Agreement"), dated as of _____ ____, _____, agree to amend Annex III (International Transactions) to the Agreement as follows:

(a) The following definition is hereby inserted into Paragraph 1 after the definition of "Euroclear":

"FATCA", Sections 1471 through 1474 of the U.S. Internal Revenue Code of 1986, as amended (the "Code"), as of the date of this Agreement (or any amended or successor version that is substantively comparable thereto and not materially more onerous to comply with) and any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the Code, and any fiscal or regulatory rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections.

(b) The words "any certificate or document" in subparagraph 5(b)(ii) are hereby replaced with the words "any certificate, document or information".

(c) Subparagraph (iv) is hereby replaced with the following:

(iv) Notwithstanding subparagraph (b)(i) of this Paragraph,

(A) no additional amounts shall be payable by Payor to Payee (x) in respect of an International Transaction to the extent that such additional amounts are payable as a result of a failure by Payee to comply with its obligations under subparagraph (b)(ii) or (b)(iii) of this Paragraph with respect to such International Transaction, or (y) in respect of any U.S. federal withholding Tax imposed or collected pursuant to FATCA;

(B) no additional amounts shall be payable by Payor in respect of Tax required to be deducted or withheld from a payment by Payor to a Payee that is a Seller to the extent that Tax of an equivalent or

greater amount would have been withheld or deducted in respect of income paid or distributed on a Purchased Security had the Security been retained by Seller. Payor shall be entitled to rely upon any certificate, document or information provided by Seller, or the absence of such items, in determining whether additional amounts are required to be paid; and

(C) no additional amounts in respect of U.S. federal income tax shall be payable by Payor to Payee in respect of interest considered received by a bank, including any entity regulated as a bank or conducting a banking business, extending credit in the ordinary course of its lending business.

(v) Liability. If:—

(A) Payor is required by any applicable law, as modified by the practice of any relevant governmental revenue authority, to make any deduction or withholding in respect of which Payor would not be required to pay an additional amount to Payee under subparagraph (b) of this Paragraph;

(B) Payor does not so deduct or withhold; and

(C) a liability resulting from such Tax is assessed directly against Payor,

then, except to the extent Payee has satisfied or then satisfies the liability resulting from such Tax, Payee will promptly pay to Payor the amount of such liability (including any related liability for interest, but including any related liability for penalties only if Payee has failed to comply with its obligations under subparagraph (b)(ii) or (b)(iii) of this Paragraph).

This Amendment shall be effective immediately upon execution and shall apply to all current and future Transactions.

THIS AMENDMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT GIVING EFFECT TO THE CONFLICT OF LAW PRINCIPLES THEREOF.

Except as amended by this Amendment, the Agreement shall remain in full force and effect.

_____	_____
By: _____	By: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Invested in America

Guidance Notes to the Amendment to Annex III (International Transactions) of the Master Repurchase Agreement

1996 Version

The Securities Industry and Financial Markets Association ("SIFMA") has prepared an Amendment (the "Amendment") to Annex III (International Transactions) of the Master Repurchase Agreement (the "Agreement"), which would revise Paragraph 5 (Taxes) of Annex III in order to address certain changes to U.S. federal income tax law and to market practice affecting the parties' withholding tax obligations. The principal changes address potential withholding tax under the U.S. Foreign Account Tax Compliance provisions ("FATCA") enacted in 2010, and potential withholding tax under the U.S. tax rules relating to "substitute dividends" or "dividend equivalents."

These guidance notes should not be relied upon by any party to determine, without appropriate legal, accounting, tax or other relevant professional advice, whether to engage in particular transactions and whether the Agreement or Annex III is suitable to its particular circumstances and needs.

Capitalized terms used but not otherwise defined in these guidance notes have the meanings given to them in the Agreement and in Annex III.

1. FATCA

Background. FATCA generally provides that a U.S. withholding agent must withhold 30 percent on withholdable payments, such as interest, dividends, or gross proceeds from instruments on which such payments are made, made to a "foreign financial institution" ("FFI") unless the FFI enters into an agreement (an "FFI Agreement") with the U.S. Internal Revenue Service ("IRS") to carry out diligence to determine whether its account holders are specified United States persons or United States foreign owned entities, to report certain information about such account holders to the IRS, and to withhold U.S. tax on certain payments to account holders that are not compliant with FATCA, among other matters. FATCA also imposes 30 percent withholding tax on payments to non-financial foreign entities that do not provide information relating to their substantial United States owners. Under proposed regulations, withholding agents would be required to begin withholding tax under FATCA in 2014. The United States and several other governments have announced their intent to explore a common approach to FATCA implementation through domestic reporting and reciprocal automatic exchange and based on existing bilateral tax treaties.

FATCA could require a U.S. withholding agent to withhold tax on the payment of Price Differential or Repurchase Price, or on payments of amounts equal to Income on Purchased Securities issued by U.S. issuers.

Changes to Paragraph 5. Subparagraph 5(b)(i) of Annex III generally requires that the Payor of money under an International Transaction will make payments free of Tax except as required by law. If Tax is imposed, Payor generally is required to pay additional amounts to Payee sufficient to ensure that Payee receives the same cash payment it would have received absent the Tax. Payor is not required to pay additional amounts, however, if the tax results from certain connections between the taxing jurisdiction and Payee or to the extent that the Tax results from Payee's failure to comply with certain tax documentation and related obligations.

The Amendment revises Subparagraph 5(b)(iv) to include several new exceptions to Payor's obligation to pay additional amounts, which are intended to apply in addition to the existing exceptions. New subparagraph 5(b)(iv)(A)(y) provides that additional amounts are not payable in respect of any U.S. federal withholding tax imposed or collected pursuant to FATCA. The term "FATCA" is defined to refer to the applicable statutory provisions and certain amended or successor provisions, any regulations or other official interpretations thereof, any FFI Agreement, and any fiscal or regulatory rules adopted by a non-U.S. government pursuant to any intergovernmental agreement entered into in connection with the implementation of FATCA. This definition is similar to the corresponding language in the Loan Syndications and Trading Association (LSTA) 2011 model credit agreement provisions.

It is intended that the exception in subparagraph 5(b)(iv)(A)(y) of Annex III will apply to any U.S. withholding taxes imposed by FATCA, regardless of whether they are collected or required to be collected by a U.S. or non-U.S. withholding agent. Subparagraph 5(b)(iv)(A)(y) is not intended, however, to apply to any non-U.S. withholding taxes, regardless of whether the adoption of such laws is related in some way to FATCA.

The Amendment expands the tax documentation provisions of subparagraph 5(b)(ii) of Annex III to refer to information as well as certificates and documents because elimination of FATCA withholding tax may require Payee to provide information to Payor, for example the Payee's foreign financial institution employer identification number (FFI EIN).

The Amendment makes no changes to Paragraph 6 (Tax Event) of Annex III. Consequently, if the imposition of withholding tax under FATCA has a material adverse effect on a party to an International Transaction, that party may be entitled to terminate the Transaction.

2. Dividend Equivalents

Background. U.S. tax law requires that a U.S. withholding agent that makes a payment of amounts equal to Income attributable to a dividend on a U.S. equity to a non-U.S. person withhold tax at the same rate that would apply as if the payment were the underlying dividend. Since 2010, temporary rules have provided that a similar payment by a non-U.S. withholding agent to another non-U.S. person also is subject to U.S. withholding tax unless the recipient is a "qualified securities lender" ("QSL") and certain other conditions are satisfied. (Different rules applied under prior law.)

Other countries also may impose withholding tax on manufactured interest or dividend payments.

Changes to Paragraph 5. The Amendment adds new subparagraph 5(b)(iv)(B) of Annex III, which provides that, if Payee is the Seller, Payor is not required to pay additional amounts to the extent that Tax of an equivalent amount would have been withheld on the income on the relevant Purchased Security if it had been retained by Seller. Payor is entitled to rely upon documentation provided, or not provided, by Seller to determine the withholding tax that would have applied to the income on the Purchased Security if it had been retained by Seller.

In the case of U.S. withholding tax on substitute dividends, the amended provisions are intended to operate in the following manner:

Example 1. Assume that a non-U.S. party sells a U.S. equity to a counterparty, and Seller would have been subject to a 30 percent U.S. withholding tax on the receipt of a $100 dividend on the U.S. equity and is not a QSL. Payor (Buyer) would withhold $30 of U.S. tax in respect of the substitute dividend payment that it makes and would pay $70 to Seller. Because Seller would have been subject to $30 of U.S. withholding tax on the dividend, Payor is not obligated to pay additional amounts to Seller in respect of the $30 U.S. withholding tax on the substitute dividend.

Example 2. Assume the same facts as Example 1, except that Seller is entitled to a reduced 15 percent rate of withholding tax on the receipt of a $100 dividend on a U.S. equity pursuant to a U.S. income tax treaty. Seller provides an IRS tax form to Buyer stating that it is a foreign person, but does not claim the benefits of the treaty. Payor (Buyer) would withhold $30 of U.S. tax in respect of the substitute dividend payment that it makes because Seller did not provide documentation claiming a reduced rate of withholding tax under a treaty, and would pay $70 to Seller. Payor is not obligated to pay additional amounts to Seller in respect of the $30 U.S. withholding tax on the substitute dividend.

Example 3. Assume that a non-U.S. party sells a U.S. equity to a U.S. counterparty, and Seller would have been subject to a 15 percent withholding tax on the receipt of a $100 dividend on the U.S. equity. Seller is a QSL and has provided adequate certification of that status to Payor. Payor (Buyer) is obligated to pay $100 in respect of that dividend, and is not required to withhold U.S. tax on the substitute dividend because Seller is a QSL. Subparagraph 5(b)(iv)(B) therefore is not relevant to that payment, unless another jurisdiction imposes withholding tax on the substitute dividend payment.

3. Other Changes to Paragraph 5.

Indemnity. The Amendment adds new subparagraph 5(b)(v) of Annex III, which provides a contractual indemnity by Payee to Payor in the event that Payor is obligated to withhold Tax on a payment to Payee but fails to do so. If a tax authority seeks to collect the Tax from Payor, and the Tax is one for which Payor is not obligated to pay additional amounts to Payee, Payee is obligated to pay an amount equal to the Tax to Payor. In addition, if Payee failed to comply with its obligations to provide tax documents and related notices to Payor, Payee also would be obligated to compensate Payor for any related interest and penalties on the unpaid Tax since it is assumed that Payee's failure to provide tax documents etc. was the cause of Payor's failure to withhold Tax.

Bank loan exception. U.S. tax rules generally impose a 30 percent withholding tax on interest paid to non-U.S. persons on debt instruments with a term longer than 183 days. This tax may apply to Price Differential paid by a U.S. Buyer or to amounts equal to Income on a debt security, subject to several exceptions including the "portfolio interest" exception and withholding tax reductions or elimination under U.S. tax treaties. The portfolio interest exception does not apply to interest received by a bank on an extension of credit made pursuant to a loan agreement entered into in the ordinary course of its business.

Amounts paid on short-term repos generally are exempt from U.S. withholding tax under the 183-days-or-less rule described above. As a result of changes to the market, it is becoming more common for repos to have terms longer than 183 days. Accordingly, new subparagraph 5(b)(iv)(C) provides that a Payor is not required to pay additional amounts in respect of U.S. withholding tax, if any, imposed on interest considered received by a bank extending credit in the ordinary course of its lending business.

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THE BOND MARKET ASSOCIATION

Annex VIII

Transactions in Equity Securities

This Annex VIII (including any Schedules hereto) forms a part of the Master Repurchase Agreement dated as of _____, 19__ (the "Agreement") between _____ and _____. This Annex VIII sets forth supplemental terms and conditions governing all Transactions in U.S. and non-U.S. Equity Securities. In the event of any conflict between the terms of this Annex VIII and any other term of the Agreement, the terms of this Annex VIII shall prevail. Capitalized terms used but not defined in this Annex VIII shall have the meanings ascribed to them in the Agreement.

1. **Definitions.** For the purposes of the Agreement and this Annex VIII, the following terms shall have the following meanings:

   "Equity Security", any stock or similar security; or any security convertible, with or without consideration, into such a security; or carrying any warrant or right to subscribe to or purchase such a security; or any such warrant or right; or any other "equity security" within the meaning of Section 3(a)(11) of the Exchange Act and the rules thereunder;

   "Exchange Act", the Securities Exchange Act of 1934, as amended, and all rules and regulations promulgated thereunder;

   "Market Value", with respect to Equity Securities, the meaning given in Paragraph 9 of this Annex;

   "Purchased Securities" (including any "Additional Purchased Securities"), the meaning specified in the Agreement, except that if any new or different Security or other consideration shall be exchanged for any Purchased Security by recapitalization, merger, consolidation or other corporate action, such new or different Security or other consideration shall, effective upon such exchange, be deemed to become a Purchased Security, in substitution for the former Purchased Security for which such exchange is made;

   "Securities Act", the Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder;

   "Standard Settlement Date", the standard date for settlement of transactions in an Equity Security, established in accordance with Rule 15c6-1 under the Exchange Act, where applicable, or otherwise in accordance with customary market practice for such Equity Security, unless the parties agree to the contrary.

2. **Termination.** Notwithstanding Paragraph 3(c) of the Agreement, in the case of Transactions in respect of Equity Securities terminable upon demand, the termination date specified in any notice by Seller shall be a business day no earlier than the Standard Settlement Date for trades of Purchased Securities entered into at the time of such notice.

3. **Margin Maintenance.** In addition to any agreement by the parties under Paragraph 4(f) of the Agreement, Buyer and Seller may agree, with respect to any or all Transactions under the Agreement, that the respective rights of Buyer and Seller under subparagraphs (a) and (b) of Paragraph 4 of the Agreement to require the elimination of a Margin Deficit or a Margin Excess, as the case may be, may be exercised whenever such a Margin Deficit or a Margin Excess exists with respect to any class of Transactions under the Agreement (calculated without regard to any other class of Transactions outstanding under the Agreement). The classes designated by the parties under this Paragraph may include, without limitation, Transactions in Equity Securities and Transactions in non-Equity Securities.

4. **Dividends, Distributions, etc.**

   (a) In accordance with Paragraph 5 of the Agreement, Seller shall be entitled to receive an amount equal to all Income paid or distributed on or in respect of Purchased Securities that is not otherwise received by Seller, to the full extent it would be so entitled if Purchased Securities had not been sold to Buyer. The parties expressly acknowledge and agree, for the avoidance of doubt, that such Income shall include, but not be limited to: (i) cash and all other property, (ii) stock dividends, (iii) Securities received as a result of split ups of Purchased Securities and distributions in respect thereof, (iv) interest payments and (v) all rights to purchase additional Securities (except to the extent that any amounts included in the foregoing clauses (i) through (v) would be deemed to be Purchased Securities under Paragraph 1 of this Annex).

   (b) Cash Income paid or distributed on or in respect of Purchased Securities, which Seller is entitled to receive pursuant to subparagraph (a) of this Paragraph, shall be treated in accordance with Paragraph 5 of the Agreement. Notwithstanding Paragraph 5 of the Agreement, non-cash Income received by Buyer shall be added to the Purchased Securities on the date of distribution and shall be considered such for all purposes, subject to Buyeris obligation to transfer Purchased Securities to Seller upon termination of the relevant Transaction in accordance with the terms of the Agreement.

5. **Payment and Transfer.** In addition to the transfer methods set forth in Paragraph 7 of the Agreement, Equity Securities transferred by one party hereto to the other party may be transferred through The Depository Trust Company.

6. **Additional Representations.** In addition to the representations and warranties set forth in Paragraph 10 of the Agreement, the following representations and warranties shall apply, unless otherwise agreed by the parties:

   (a) on the Purchase Date for any Transaction and again on each date that Additional Purchased Securities that are Equity Securities are transferred pursuant to Paragraph 4(a) of the Agreement, Seller represents and warrants that (i) Seller is familiar with the provisions of Rule 144 under the Securities Act, (ii) Seller is not, and within the preceding three months has not been, an "affiliate" of the issuer of any Purchased Securities or Additional Purchased Securities as that term is used in Rule 144, and (iii) any Purchased Securities or Additional Purchased Securities transferred to Buyer by Seller are not "restricted securities" within the meaning of Rule 144 or otherwise subject to any legal, regulatory or contractual restrictions on transfer; and

(b) on the Repurchase Date for any Transaction and on each date that Purchased Securities that are Equity Securities are transferred pursuant to Paragraph 4(b) of the Agreement, Buyer represents and warrants that (i) Buyer is familiar with the provisions of Rule 144 under the Securities Act, (ii) Buyer is not, and within the preceding three months has not been, an "affiliate" of the issuer of any Purchased Securities as that term is used in Rule 144, and (iii) assuming the accuracy and completeness of Seller's representations under subparagraph (a) of this Paragraph, any Purchased Securities transferred to Seller by Buyer are not "restricted securities" within the meaning of Rule 144 or otherwise subject to any legal, regulatory or contractual restrictions on transfer.

7. **Rights of Buyer in Purchased Securities.** Except as otherwise agreed by the parties, Seller waives the right to vote, or to provide any consent or to take any similar action with respect to, Purchased Securities that are Equity Securities in the event that the record date or deadline for such vote, consent or other action falls during the term of a Transaction.

8. **Events of Default.** In addition to the Events of Default set forth in Paragraph 11 of the Agreement, it shall be an additional "Event of Default" if either party fails to perform any covenant or obligation required to be performed by it under this Annex VIII, provided, however, that to the extent that Paragraphs 3 and 4 hereof supplement and amend, respectively, Paragraphs 4 and 5 of the Agreement, any such failure under Paragraphs 3 or 4 hereof shall constitute an "Event of Default" only after the expiration of the notice period, if any, specified in the Agreement with respect to the occurrence of an Event of Default for such a failure under such Paragraph 4 or 5 of the Agreement, as applicable.

9. **Market Value**

(a) Unless otherwise agreed, if the principal market for the Equity Securities to be valued is a national securities exchange in the United States, their Market Value shall be determined by their last sale price on such exchange on the preceding business day or, if there was no sale on that day, by the last sale price on the next preceding business day on which there was a sale on such exchange, all as quoted on the Consolidated Tape or, if not quoted on the Consolidated Tape, then as quoted by such exchange.

(b) Except as provided in subparagraph (c) of this Paragraph or as otherwise agreed, if the principal market for the Equity Securities to be valued is the over-the-counter market, their Market Value shall be determined as follows. If the Equity Securities are quoted on The Nasdaq Stock Market ("Nasdaq"), their Market Value shall be the closing sale price on Nasdaq on the preceding business day or, if the Equity Securities are issues for which last sale prices are not quoted on Nasdaq, the closing bid price on such day. If the Equity Securities to be valued are not quoted on Nasdaq, their Market Value shall be the highest bid quotation as quoted in any of The Wall Street Journal, the OTC Bulletin Board service, quotations sheets of registered market makers and, if necessary, dealers' telephone quotations on the preceding business day. In each case, if the relevant quotation did not exist on such day, then the relevant quotation on the next preceding business day in which there was such a quotation shall be the Market Value.

(c) Unless otherwise agreed, if the Equity Securities to be valued are principally cleared and settled outside the United States, their Market Value shall be determined as of the close of

business on the preceding business day in accordance with market practice in the principal market for such Equity Securities.

(d) All determinations of Market Value under subparagraphs (a), (b) and (c) of this Paragraph shall include, where applicable, accrued Income to the extent not already included therein (other than any Income transferred to the other party pursuant to Paragraph 4 of this Annex), unless market practice with respect to the valuation of such Equity Securities in connection with repurchase agreements is to the contrary.

10. **Additional Covenant.** Except to the extent required by applicable law or regulation or as otherwise agreed, Seller and Buyer agree that Transactions hereunder shall in no event be "exchange contracts" for purposes of the rules of any securities exchange and that Transactions hereunder shall not be governed by the buy-in or other rules of any such exchange, registered national securities association or other self-regulatory organization.

Schedule VIII.A

Additional Provisions Regarding Transactions in Equity Securities

This Schedule VIII.A forms a part of Annex VIII to the Master Repurchase Agreement dated as of _____, 19__ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Schedule VIII.A shall have the meanings ascribed to them in Annex VIII.

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THE BOND MARKET ASSOCIATION

Guidance Notes to Annex VIII
Transactions in Equity Security

In view of legislative and regulatory developments that have substantially expanded the opportunities for repo market participants to engage in Transactions involving Equity Securities, The Bond Market Association and the Securities Industry Association have prepared a new Annex VIII to the Master Repurchase Agreement (the "Agreement") for use in connection with such Transactions. Although the current scope of the Agreement encompasses Transactions in any securities, it was drafted in the context of a repo market comprised almost exclusively of Transactions in debt instruments. Annex VIII modifies and supplements the Agreement in certain respects to provide a framework in which the parties may address the special practical and legal issues raised by Transactions in Equity Securities.

These guidance notes briefly summarize the scope and key provisions of Annex VIII and identify certain additional issues which parties entering into Transactions in Equity Securities may wish to address in Schedule VIII.A to the Annex or otherwise. The following discussion should not be relied upon by any party to determine, without appropriate legal, tax, accounting or other relevant professional advice, whether Annex VIII is suitable to its particular circumstances and needs or whether modifications to Annex VIII are required to address adequately issues that may be raised by Transactions in specific Equity Securities. Capitalized terms used but not otherwise defined in these guidance notes have the meanings given to them in the Agreement or Annex VIII.

Background. The National Securities Markets Improvement Act of 1996 (the "1996 Act") removed significant legal obstacles to the development of a U.S. repo market for Equity Securities. In particular, the 1996 Act substantially eliminated prior restrictions under Sections 7 and 8 of the Exchange Act – and the rules of the Board of Governors of the Federal Reserve System (the "Board") thereunder – which generally permitted broker-dealers to obtain credit against listed equity securities only from banks and other broker-dealers and subject to significant minimum margin requirements. Transactions in which a broker-dealer acts as Seller of Equity Securities have traditionally been considered susceptible to characterization as extensions of credit to the broker-dealer for purposes of these former restrictions under the Exchange Act and the Boardís margin rules.

Under the 1996 Act, no federal margin requirements apply to extensions of credit to a member of a national securities exchange or a registered broker-dealer (i) a substantial portion of whose business consists of transactions with persons other than broker-dealers or (ii) to finance the borrowerís activities as a market maker or underwriter. The Board implemented the 1996 Act by, among other things, excluding from the scope of its margin regulations extensions of credit to certain "exempted borrowers" (as defined in the regulations) that qualify for the statutory exemption. Transactions by qualifying broker-dealers acting as Sellers (including Transactions in Equity Securities) are therefore now generally free from regulation under Sections 7 and 8 of the Exchange Act or the Boardís margin rules. Such Transactions remain subject, however, to other securities laws and regulations (including any applicable margin requirements of securities self-regulatory organizations governing Buyers who are broker-dealers).

Scope of Annex VIII and Use of Schedule VIII.A. As indicated above, Annex VIII is intended to provide a framework for Transactions in Equity Securities, including both U.S. and non-U.S. Securities. A form of Schedule VIII.A has been added to the end of the Annex to provide parties with the flexibility to modify the approach taken in the Annex or to supplement the Annex with additional provisions.

Definitions. Paragraph 1 of the Annex provides several additional definitions relevant to Transactions in Equity Securities and modifies certain existing definitions under the Agreement with respect to such Transactions. The new definition of "Equity Security" refers specifically to certain types of securities covered by the Annex and, in addition, explicitly incorporates by reference any other security that is an "equity security" within the meaning of Section 3(a)(11) of the Exchange Act or the rules thereunder. This definition of "Equity Security" is intended to encompass, among other things, ADRs for which the underlying securities are Equity Securities.

The definition of "Purchased Securities" (including "Additional Purchased Securities") under the Agreement has been modified to clarify that if any new or different Securities are exchanged for any Purchased Securities (e.g., through a recapitalization or other corporate action), such new or different Securities shall become Purchased Securities. This approach is consistent with the treatment of such exchanges with respect to loaned securities under Section 26.14 of the Master Securities Loan Agreement.

The definition of "Standard Settlement Date" is based on the standard settlement cycle for the relevant Security. The application of this definition is discussed under "Termination" below.

Termination. Paragraph 2 of the Annex modifies the provisions of Paragraph 3(c) of the Agreement regarding Transactions terminable upon demand. Paragraph 3(c) normally permits such Transactions to be terminated by either party upon the delivery of a notice specifying a termination date, which could be the same or following business day. Paragraph 2 of the Annex requires a Seller providing such termination notice to specify a termination date no earlier than the Standard Settlement Date for the Securities (determined based on the standard settlement cycle for such Securities). This expansion of the notice period required to be provided by Seller is intended to address situations in which Buyer does not have possession of the Securities -- e.g., because it has delivered the Securities to another party in connection with a separate transaction -- and therefore (taking into account the standard settlement cycle for the Securities) requires more than one business day to purchase or otherwise obtain the Securities for delivery to Seller on the termination date.

Under Paragraph 3(c) of the Agreement and Paragraph 2 of the Annex, a demand for termination by Seller must specify a termination date no earlier than the Standard Settlement Date (determined in accordance with SEC Rule 15c6-1, where applicable, or otherwise in accordance with customary market practice) on which Buyer would obtain delivery of the relevant Securities if Buyer were to purchase such Securities at the time of the termination notice. For example, in a Transaction involving Equity Securities traded primarily in the United States, a termination notice delivered to Buyer during New York trading hours may specify as the termination date the Standard Settlement Date for a trade in the relevant Securities entered into in the relevant U.S. market at the time of the notice (i.e., generally the third business day after the date of the contract). If, on the other hand, a Transaction involves Equity Securities having Tokyo as their primary market, the Standard Settlement Date would be determined based on the standard date for settlement of trades entered into in that market at the time of the notice.

The termination date specified by Seller under Paragraph 2 of Annex VIII must be a business day. The parties should note that if Annex VIII is used together with Annex III (for Transactions in "International Securities"), the termination date for Transactions subject to Annex III must be a "business day" as defined in Annex III (which generally includes any date on which the primary market for the applicable Security is open). In addition, the parties should note that the termination procedures in Paragraph 2 of the Annex differ somewhat from the provisions of Section 5 of the Master Securities Loan Agreement, under which (due to certain tax considerations) the termination notice required to be provided by a lender is not automatically adjusted to accommodate any longer settlement cycles that may be applicable to foreign securities.

The parties may wish to consider amending Paragraph 2 of the Annex to require Buyer also to provide more than one business dayís notice upon terminating a Transaction in Equity Securities, in order to allow Seller additional time to arrange alternative funding to replace the terminated Transaction. In addition, Annex VIII provides the parties with the flexibility to modify the definition of Standard Settlement Date. Parties may wish to specify whether any deviation from the standard settlement cycle for the relevant Security may be agreed to orally or whether such agreement must be expressed in writing. For the reasons indicated above, the parties also should consider the extent to which a notice period that is shorter than the standard settlement cycle for a particular Security may limit the ability of Buyer to transfer the Security to a third party (e.g., because Buyer may not be able to obtain the Security in time to return it to Seller on the applicable date).

Margin Maintenance. Under Paragraphs 4(a) and 4(b) of the Agreement, Margin Deficit and Margin Excess are determined with respect to all outstanding Transactions unless, pursuant to Paragraph 4(f), the parties agree that margin rights may be exercised with respect to certain Transactions without regard to any other Transactions under the Agreement. Paragraph 3 of the Annex provides the parties with the additional option of agreeing to permit the exercise of margin rights with respect to certain classes of Transactions (such as Transactions in Equity Securities) without regard to any other classes of Transactions under the Agreement (such as Transactions in non-Equity Securities). This optional provision is intended to provide flexibility for parties which do not have the capability, from an operational perspective, to calculate and monitor their exposures for all Transactions in both Equity Securities and non-Equity Securities on an aggregate basis. Before adopting the approach set forth in Paragraph 3 of the Annex, however, each party should consider the credit issues that may arise if it fails to exercise its rights to make a margin call in respect of a class of Transactions in circumstances where a potentially insolvent counterparty has made a margin call on a separate class of Transactions.

Parties may also wish to consider adopting, in Schedule VIII.A or otherwise, more general "cross-netting" provisions (e.g., providing for cross-default and setoff rights) to cover multiple types of securities transactions with the same counterparty, such as Transactions under the Agreement and securities loans effected under the Master Securities Loan Agreement.

Dividends, Distributions, etc. Paragraph 4 of the Annex confirms that, as currently contemplated under Paragraph 5 of the Agreement, Seller is entitled to receive an amount equal to all Income paid or distributed on or in respect of Purchased Securities not otherwise received by Seller (through The Depository Trust Company ("DTC") or otherwise). Income in the form of cash is treated in accordance with Paragraph 5 of the Agreement. The Annex modifies Paragraph 5, however, with respect to Income in the form of non-cash distributions (e.g., stock dividends or stock split ups) by requiring such non-cash distributions to be added to the Purchased Securities

and considered such for all purposes. This modification -- which is consistent with the approach to non-cash distributions under Section 7.2 of the Master Securities Loan Agreement -- is intended to protect the ability of Buyer to use the Purchased Securities to satisfy an outstanding delivery obligation (since Buyerís transfer to Seller of such non-cash distributions might otherwise effectively dilute the amount of Purchased Securities available to Buyer under the relevant Transaction).

Payment and Transfer. Paragraph 5 of the Annex permits transfers of Equity Securities to be effected through DTC. Where parties use this Annex together with Annex III (International Transactions), Paragraph 5(a) of Annex III will require Seller to pay any transfer taxes, stamp taxes and similar costs with respect to the transfer of Securities. Where parties are not using Annex III, they may wish to specify whether Buyer or Seller will be responsible for any transfer costs.

The parties should note that there are a variety of mechanisms pursuant to which transfers of Equity Securities may occur. The parties should consider how any particular transfer mechanism, through DTC or otherwise, will affect their rights, including with respect to the voting of the Purchased Securities, the retransfer of Purchased Securities and the receipt of any Income from the Purchased Securities. The parties should also consider the effect of any transfer option on the characterization of the Transaction for purposes of applicable tax, bankruptcy, securities or other laws and on the priority of Buyerís interest in the Purchased Securities as against third parties under applicable law.

Additional Representations. Unless the parties otherwise agree, each party is required to represent under Paragraph 6 of the Annex that on the date of any transfer of Equity Securities by such party, the Securities are not "control" or "restricted" Securities subject to restrictions on transfer under the Securities Act. This representation is required to be made by the transferor because at the time of the transfer it is in a better position to make the relevant determinations regarding the Securities transferred. Parties may engage in Transactions involving "control" or "restricted" Securities by agreeing that the representations in Paragraph 6 shall not apply and by making such other representations or covenants as may be appropriate.

The parties may also wish to include, in Schedule VIII.A or otherwise, representations regarding the status of any Transactions in Equity Securities under the margin regulations of the Board. For example, as discussed under "Background" above, Transactions in which certain qualifying broker-dealers act as Sellers are exempted under the Exchange Act from any federal margin regulations. A party acting as Buyer in Transactions in which Seller is a broker-dealer obtaining credit in excess of such margin regulations therefore may wish to obtain a representation from such broker-dealer that it qualifies for this exemption. The following is a sample form of such representation:

> "***Additional Representation.*** [Broker-dealer] represents and warrants that it is a member of a national securities exchange in the United States or registered as a broker or dealer with the U.S. Securities and Exchange Commission and either (A) a substantial portion of its business consists of transactions with persons other than brokers or dealers or (B) it is entering into each Transaction involving Equity Securities in which it is acting as Seller to finance its activities as a market maker or an underwriter."

The use of the term "to finance" in clause (B) of this representation, which directly tracks the statutory language of Exchange Act Sections 7(c)(2)(B) and 7(d)(2)(C), is intended to

describe the use of the proceeds of a sale of Securities in a Transaction rather than to characterize the nature of such Transaction. In addition to or in lieu of the foregoing representation, Buyer may wish to obtain a representation from a broker-dealer acting as Seller that it is an "exempted borrower" within the meaning of the Boardís Regulations T and U, as in effect from time to time.

In addition, the parties should consider carefully (and seek appropriate advice from their legal advisors regarding) the potential application of other legal restrictions on ownership or transfer to Transactions in Equity Securities. For example, the Exchange Act contains extensive provisions regarding corporate finance and governance issues and imposes a variety of requirements on transactions by certain holders of Equity Securities. A number of questions may arise as to the application of these provisions of the federal securities laws to Transactions in Equity Securities. In addition, numerous other federal and state statutes, including, for example, the Bank Holding Company Act, the Communications Act and the Public Utility Holding Company Act, regulate the ownership or transfer of particular classes of Equity Securities issued by certain U.S. corporations. Moreover, statutes such as the Hart-Scott-Rodino Antitrust Improvements Act may impose notice or other requirements on, among other things, certain acquisitions of Equity Securities. Parties entering into Transactions involving Equity Securities may wish to consider, on a case-by-case basis, obtaining appropriate representations from their counterparties regarding the application of these and other statutes or regulations to such Transactions.

Rights of Buyer in Purchased Securities. With respect to voting rights, Paragraph 7 of the Annex provides that during the term of a Transaction (i.e., until Buyer is required to return the Purchased Securities), Seller transfers all rights to vote the Purchased Securities to Buyer -- an approach consistent with permitting Buyer to retransfer the Securities in separate transactions. Parties may amend this Paragraph in Schedule VIII.A or otherwise to address particular transactions in which the transfer of voting rights is not possible or desirable. For example, transactions effected through DTCís "Whole Interest Transfer" system may not result in a transfer of voting rights to Buyer. Where the Securities are being held by a third party subject to a tri-party custodial arrangement, moreover, the parties may wish to consider providing that in connection with any votes, consents, or other actions Buyer will use reasonable efforts to act in accordance with such instructions as may be timely provided by Seller. Parties should consider the effect that any such covenants of Buyer regarding the exercise of voting rights with respect to the Purchased Securities may have from a corporate law and governance perspective and on the characterization of the Transaction as a "sale" under applicable law or, if any Transactions are deemed to be loans, on whether Buyer has a perfected security interest in the Purchased Securities under applicable law.

The parties may also wish to consider amending Paragraph 7 to require Buyer to provide Seller with notice of corporate events occurring with respect to any Equity Securities (e.g., a rights offering) and an opportunity to exercise certain rights in connection with such events. Under Paragraph 9(a) of the Agreement, the parties currently have the flexibility to agree to permit Seller to substitute other Securities for any Purchased Securities that may be affected by any corporate events. In connection with certain such events, however, Seller may wish to have the ability to demand a substitution of other Securities for the affected Purchased Securities or to terminate the relevant Transaction (as if it were a demand Transaction). In reviewing any such amendments, Buyer should carefully consider its ability, upon a termination or substitution by

Seller, to recall or find an alternative source for any particular Equity Securities it has transferred to a third party.

The following is a sample form of amendment providing Seller with notice of corporate events and the right to terminate upon such notice:

> "**Notice of Corporate Actions.** In relation to Purchased Securities that are Equity Securities, Buyer shall notify Seller (as soon as possible but in any event within two business days after the day on which a holder of such Purchased Securities would in the normal course have received such notice from the issuer) of any notice issued by the issuer of such Securities to the holders of such Securities relating to any proposed conversion, subdivision, consolidation, takeover, preemption, option or other similar right or event affecting such Securities or of any Income payment declared in respect of such Securities. Whether or not such notice is received from Buyer, upon the issuance of any such notice issued by the issuer Seller may cause the Transaction to be terminated in accordance with Paragraph 3 of the Agreement as if the Transaction were a demand Transaction."

Events of Default. Paragraph 8 of the Annex clarifies that the failure to perform any covenant or obligation under the Annex constitutes an Event of Default under the Agreement. Paragraph 8 also incorporates the notice periods otherwise applicable under Paragraphs 4 or 5 the Agreement (including either the August 1987 or September 1996 versions of the Agreement), to the extent that such Paragraphs are supplemented and amended by Paragraphs 3 or 4, respectively, of the Annex.

Market Value. Paragraph 9 of the Annex specifies the methods for determining the Market Value of any Equity Securities. These provisions, which are based on the methodology for determining market values in Section 15 of the Master Securities Loan Agreement (updated to reflect changes in the over-the-counter markets), permit Equity Securities traded primarily within the United States to be valued based on their last reported sale prices (where available) and Equity Securities principally cleared and settled outside the United States to be valued in accordance with market practice in the principal market for such Securities.

Additional Covenant. Paragraph 10 clarifies the understanding of the parties that Transactions covered by the Annex will not be subject to the provisions of any securities exchange regarding "exchange contracts". This Paragraph is based on a similar covenant in Section 10.5 of the Master Securities Loan Agreement.

Additional Issues.

Transfers of Purchased Securities by Buyer. The Annex does not modify the right of Buyer, under Section 8 of the Agreement, to engage in repurchase transactions with the Purchased Securities or otherwise to sell, transfer, pledge or hypothecate the Purchased Securities. Sellers should consider whether any such restrictions on transfer would be appropriate from a credit perspective or otherwise, and Buyers should consider the relative importance of retaining the flexibility to transfer Purchased Securities (e.g., to satisfy a delivery obligation). In addition, each of the parties should consider the effect that any restrictions on transfer may have on the characterization of a Transaction as a "sale" under applicable law or, if any Transactions are deemed to be loans, the effect of any such restrictions on transfer on whether Buyer has a perfected security interest in the Purchased Securities subject to the Transactions under applicable law. The parties should also consider and consult with their tax advisors regarding the relative advantages and

disadvantages for Buyer and Seller from a tax perspective, including with regard to the tax benefits of ownership of the Purchased Securities, of (i) permitting Buyer to transfer or hypothecate the Purchased Securities, including under terms that comply with the requirements of Section 1058(b) of the Internal Revenue Code, (ii) prohibiting Buyer from transferring or hypothecating the Purchased Securities, or (iii) limiting the term of the Transaction so that it terminates some time prior to a dividend record date. Such advantages and disadvantages may include the availability of the dividends-received deduction (to the extent not limited by holding period rules, rules relating to the debt-financing of equity securities or other limitations), the availability of foreign tax credits for withholding taxes on dividends and the effect of treating an equity security as having been disposed of for tax purposes.

Cross-Border Tax Issues. The Annex does not include any provisions specifically addressing cross-border tax issues. Parties should consult with their tax advisors regarding the appropriate tax treatment of Transactions involving Equity Securities and the potential application of withholding tax to payments made thereunder or to dividends received on Purchased Securities, particularly where such Transactions involve non-U.S. Securities or where such parties include non-U.S. persons. Parties may also wish to consider the use of Annex III, which contains provisions applicable to withholding and certain other taxes, for Transactions in Equity Securities that are International Transactions or that involve International Securities, as defined therein.

Periodic Payments of Price Differential. The parties may wish to consider amending the Agreement to provide for periodic payments of the Price Differential by Seller (rather than an aggregate payment by Seller upon termination of the Transaction, as provided under the Agreement). Such periodic payments -- which would be consistent with the periodic payment of loan fees and cash collateral fees in borrowings of Equity Securities under Section 4 of the Master Securities Loan Agreement -- may be attractive to parties who wish to more closely conform certain operational aspects of a Transaction in Equity Securities to current market practice with respect to securities lending transactions involving such Securities.

The following is a sample form of amendment permitting the parties to agree to such periodic payments on a Transaction-by-Transaction basis:

> "**Periodic Payments of Price Differential.** Buyer and Seller may agree that, with respect to any Transaction under the Agreement, Seller shall pay to Buyer: (i) on the [fifteenth day] of the month (or, if such [fifteenth day] is not a business day, on the next business day) following each calendar month during which any part of such Transaction has occurred, the Price Differential determined as of the last day of such preceding calendar month, and (ii) on the termination date of such Transaction, the Price Differential determined as of such termination date. Notwithstanding the foregoing, Seller shall remain obligated to pay Buyer the Repurchase Price with respect to any Transaction (including any unpaid Price Differential, as specified in the Agreement) immediately upon the occurrence of an Event of Default with respect to Seller."

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Annex IX

Transactions Involving Certain Japanese Financial Institutions

This Annex IX forms part of the Master Repurchase Agreement dated as of _____ (the "Agreement") between _____ and _____. Capitalized terms used but not defined in this Annex IX shall have the meanings ascribed to them in the Agreement. Paragraph references are to paragraphs in the Agreement unless otherwise set out herein.

1. This Annex IX shall apply only to those Transactions where (a) one of the parties is, and the other party is not, resident in Japan for tax purposes and (b) where the parties have agreed that the Securities (whether Purchased Securities or Additional Purchased Securities) utilized in Transactions conducted pursuant to the Agreement will comprise or include Exempt Securities. For the purposes of this Annex IX, "Exempt Securities" means Securities which are specified in the Tax Special Measurement Law (*sozei tokubetsu sochi hou*) of Japan (Law No.26 of 1957), as amended (the "Tax Special Measurement Law"), and the Cabinet Order of the Tax Special Measurement Law (Cabinet Order No.43 of 1957), as amended (the "Cabinet Order"), for the purpose of the exemption from the withholding of the interests received from certain Japanese financial institutions as specified in the Tax Special Measurement Law and the Cabinet Order, with respect to the transactions of sale and repurchase of, or those of the sale and purchase with buy/sell back conditions of, Securities; provided that such transactions meet the requirements as provided in the relevant laws and regulations. Notwithstanding the above, this Annex IX shall not apply to any Transactions which utilize Securities (whether Purchased Securities or Additional Purchased Securities) issued in Japan (including, for example, Securities issued by a private entity organized under the laws of Japan, or those issued by public or Japanese government entities, such as Japanese Government Bonds).

2. In the event of any conflict between the terms and conditions of this Annex IX and any other term of the Agreement or any Annex to the Agreement, the terms in this Annex shall prevail to the extent of such inconsistency.

3. Delete "or other assets" between the word "securities" and "("Securities")" in the second line of Paragraph 1.

4. Notwithstanding Paragraph 2, clauses (a)(i) and (a)(ii) in the Master Repurchase Agreement, "Act of Insolvency" shall occur with respect to any party hereto immediately upon the voluntary or involuntary filing of a petition in respect of it (including by the counterparty to the Agreement in respect of any obligation under the Agreement) with any court in Japan for the bankruptcy (*hasan*), corporate reorganization (*kaisha kosei*) or civil rehabilitation (*minji saisei*) of such party (the "Close-out Netting Event").

5. For the avoidance of doubt, and in addition to any other remedies available to the parties under Paragraph 11, immediately upon the occurrence of a Close-out Netting Event, regardless of the intent of the parties, without taking any procedure or entering into any arrangement, such as a notice or demand from one party to the other or any

agreement between the parties, the sum due from one party in respect of all Transactions under the Agreement shall be set off against the sum due from the other in respect of all Transactions under the Agreement and only the balance shall be due and payable and constitute a single obligation or claim; provided that the conversion or valuation of the currency or the Securities for the purpose of the set-off shall be made in accordance with the Enforcement Regulations for the Law concerning Close-out Netting of Specified Transactions Entered into by Financial Institutions, etc. (The joint Ministerial Ordinance of the Prime Minister's Office and Ministry of Finance No.48 of 1998). In the event that (a) Annex III to the Agreement has been executed and made part of the Agreement, and (b) the conversion or valuation described in the prior sentence conflicts with the Contractual Currency, the conversion or valuation described in the prior sentence will prevail.

6. Add the following clause to Paragraph 19:

"(e) It is understood that this Agreement is intended to constitute a "Master Agreement" as defined in the Law concerning Close-out Netting of Specified Financial Transactions Entered into by Financial Institutions, etc. (Law No.108 of 1998), as amended (the "Close-out Netting Law") and if any provision concerning the netting or set-off contained in the Agreement or Annexes is inconsistent with or conflicts with the provisions of the Close-out Netting Law, the Enforcement Regulations for the Close-out Netting Law (the "Enforcement Regulations"), or the Enforcement Order for the Close-out Netting Law (the "Close-out Cabinet Order"), then the provisions of the Close-out Netting Law, Enforcement Regulations or the Close-out Cabinet Order shall prevail."

Except as amended herein, the Agreement shall continue to have full force and effect in all respects.

SIFMA

Securities Industry and
Financial Markets Association

The logo on this form may have been updated. The content of this document has not been modified since its original website posting. In light of rapidly changing business and regulatory environments, current accuracy cannot be assured.

MITSUI, YASUDA, WANI & MAEDA

14-32, Akasaka 2-chome, Minato-ku
Tokyo 107-0052, Japan

Telephone: (03)3224-0020
Facsimile: (03)3224-0030
(03)3224-0040
(03)3224-3444
(03)3224-3455
Cable: MYWMTYO
Telex: J33276 MYWMTYO

October 25, 2002

To: The Bond Market Association
40 Broad Street
New York, NY 10004
U.S.A.

Re: Japanese Annex IX to MRA

1. Introduction

You have asked us to render a legal opinion with respect to Annex IX to the Master Repurchase Agreement ("MRA"). Subject to paragraph 5 below, we are of the opinion that:

a. Under the Japanese Tax Law, in order for Repo Transactions to be eligible for the exemption from withholding tax on the price differential between the initial purchase price of the Securities and the price of the repurchase or selling back of the Securities that a seller pays on certain cross border repurchase or buy and sell back transactions (the "Price Differential"), such Repo Transactions must be conducted pursuant to documentation which contains an agreement on Close-out Netting as defined in the Law concerning Close-out Netting of Specified Financial Transactions Entered into by Financial Institutions, etc. (Law No. 108 of 1998), as amended (the "Close-out Netting Law") (an unofficial translation of which is attached to this opinion as Exhibit I); and

b. The MRA as amended by Annex IX (the "Amended MRA") meets the requirement under the Close-out Netting Law.

2. Definitions

Unless otherwise defined in this legal opinion, capitalized terms used herein have the same meanings as defined in the MRA and Annex IX to the MRA.

In this opinion

a. "Amended MRA" has the meaning specified in Section 1 above.

b. "Close-out Event" is defined in the Close-out Netting Law as the filing of a petition for bankruptcy or an application for commencement of civil rehabilitation or corporate reorganization proceedings.

c. "Close-out Netting" is defined in the Close-out Netting Law as a procedure by which, upon occurrence of a Close-out Event with respect to a party to the Specified Financial Transactions entered into under a Master Agreement and regardless of both parties' intentions, the value upon the occurrence of a Close-out Event of each of the Specified Financial Transactions under the Master Agreement shall be computed in accordance with the provisions of the Enforcement Rules for Close-out Netting Law, and the aggregate net balance shall become a single claim or

obligation arising between the parties.

d. "Close-Out Netting Law" has the meaning specified in Section 1 above.

e. "Enforcement Order for Close-out Netting Law" means the Enforcement Order for the Law concerning Close-out Netting of Specified Financial Transactions Entered into by Financial Institutions, etc. (Cabinet Order No. 371 of 1998), as amended, an unofficial translation of which is attached to this opinion as Exhibit II.

f. "Enforcement Order for Tax Special Measurement Law" means the Enforcement Order for Tax Special Measurement Law (Cabinet Order No. 43 of 1957), as amended.

g. "Enforcement Rules for Close-out Netting Law" means the Enforcement Rules for the Law concerning Close-out Netting of Specified Financial Institutions Entered into by Financial Institutions, etc. (Joint ministerial ordinance of the Prime Minister's Office and the Ministry of Finance No. 48 of 1998), as amended, an unofficial translation of which is attached hereto as Exhibit III.

h. "Enforcement Rules for Tax Special Measurement Law" means the Enforcement Rules for Tax Special Measurement Law (Ministry of Finance ministerial ordinance No. 15 of 1957), as amended.

i. "Financial Institution, etc." has the meaning specified in the Close-out Netting Law.

j. "Interest Rate Fluctuations, etc." is defined in the Close-out Netting Law as fluctuations in interest rates, currency rates, quotations on securities markets and other indexes as well as inter-market differential, etc.

k. "Japanese Tax Law" means the Japanese tax reform law which has become effective as of April 1, 2002.

l. "Master Agreement" is defined in the Close-out Netting Law as an agreement intended to govern two or more Specified Financial Transactions to be entered continuously by and between a Financial Institution, etc. and its counterparty, thereby stipulating the terms and conditions of such transactions and other basic matters relating thereto.

m. "MRA" has the meaning specified in Section 1 above.

n. "Price Differential" has the meaning specified in Section 1 above.

o. "Repo Transactions" mean certain cross-border repurchase or buy and sell back transactions under which one party ("Party A") sells securities to another party ("Party B") upon condition that Party A will repurchase the securities from the Party B, or the Party B will sell back the securities to the Party A, at such price and at such time as mutually agreed upon between the both parties.

p. "Specified Financial Transactions" is defined in the Close-out Netting Law as (1) over-the-counter securities derivatives transactions as provided in Article 2, paragraph 8, item 3-2 of the Securities and Exchange Law (Law No. 25 of 1948) and (2) certain other transactions, where a party thereto agrees to pay to the other party an amount calculated based on Interest Rate Fluctuations, etc. and any other transactions which are conducted by the use of Interest Rate Fluctuations, etc., as may be designated by the Enforcement Rules for Close-out Netting Law. According to the Enforcement Rules for Close-out Netting Law, Repo Transactions are

designated as Specified Financial Transactions.

3. Exemption from Japanese Tax Law

The Japanese Tax Law imposes an obligation on a Japanese entity to withhold tax on the Price Differential that it pays on Repo Transactions it has entered into with a non-Japanese entity. Under the Tax Special Measurement Law and Enforcement Order for Tax Special Measurement Law, both of which have been amended effective as of April 1, 2002, however, Repo Transactions of certain securities which meet the following criterion will be exempted from the withholdings on the Price Differential, provided that the other requirements provided in the Tax Special Measurement Law, the Enforcement Order for Tax Special Measurement Law and the Enforcement Rules for Tax Special Measurement Law are met:

a. The period between the date of the sale (or purchase) of the securities and the date of the redemption (or selling back) of the securities does not exceed six (6) months.

b. There is an agreement on close-out netting as provided in Article 3 of the Close-out Netting Law with respect to Repo Transactions.

c. An agreed price of the securities of the Repo Transactions at which the Seller sells such securities to the Buyer is equal to or less than the market price of such securities as on the day of the agreement. The price and time of repurchasing (or selling back) the securities may be agreed after the Repo Transactions are commenced, instead of being agreed to at the time of entering into the Repo Transactions.

4. Amended MRA

The MRA, as amended by Annex IX (the "Amended MRA"), contains the provisions of an agreement of the Close-out Netting as provided in the Close-out Netting Law, since:

a. the Japanese insolvency proceedings in respect of which the Close-out Netting Law apply are included in the definition of the "Act of Insolvency";

b. under the Amended MRA, the netting will take place automatically without any procedure being taken or any arrangement being made, and regardless of the interest of the parties, once any Act of Insolvency occurs;

c. in particular, under the Amended MRA, once a Japanese counterparty files the petition to either the bankruptcy proceeding, the civil rehabilitation proceeding or the corporate reorganization proceeding, the close-out netting of the transactions entered by the Japanese counterparty will automatically take place in accordance with the provision of the Amended MRA, without any act by the parties to the Amended MRA; and

d. under the Amended MRA, the conversion or valuation of the currency or the securities for the purpose of the set-off will be made in accordance with the Enforcement Rules for the Close-out Netting Law.

There are other requirements for the exemption from withholdings. However, since the purpose of this opinion is not to illustrate or provide the complete contents of or comprehensive advice

about the exemption from the withholding, we do not address other requirements in this opinion.

5. Qualifications

Our opinion is subject to the following qualifications:

a. The scope of our opinion is strictly limited with respect to those issues which are set forth in the first paragraph of this opinion and the same concerning Japanese laws effective as of the date of this opinion.

b. This opinion should not be considered or interpreted as a tax opinion. As the requirements for the exemption from the withholding are complicated, the parties who will use the Amended MRA or intend to avail themselves of the exemption from the withholding under the Japanese Tax Law with respect to Repo Transactions entered by it are recommended to consult with their own tax advisers.

This opinion is given for the sole benefit of TBMA (including branches) and their members and may not be copied to, disclosed to or relied upon by any other person without our prior written consent.

Yours faithfully,

Yoshitada Ogino

-UNOFFICIAL TRANSLATION-
REFERENCE SHOULD BE MADE TO THE OFFICIAL JAPANESE TEXT BEFORE ANY ACTION IS TAKEN TO WHICH THE LAW MAY APPLY.

Law concerning Close-out Netting of Specified Financial Transactions entered into by Financial Institutions, etc. (English Translation)

(Purpose)

Article 1 This law intends to clarify the handling in Bankruptcy Proceedings, etc. of Close-out Netting of Specified Financial Transactions to which a Financial Institution, etc. is a party, in order to ensure stable settlement of such transactions entered into by a Financial Institution, etc. and thereby to facilitate such transactions, with the aim of contributing to the enhancement of confidence in the Japanese financial system domestically and abroad and the sound development of the national economy.

(Definition)

Article 2 In this law, the term "Specified Financial Transaction(s)" means, (1) over-the-counter securities derivatives transactions as provided in Article 2, paragraph 8, item 3-2 of the Securities and Exchange Law (Law No. 25 of 1948) and (2) certain other transactions, where a party thereto agrees to pay to the other party an amount calculated based on fluctuations in interest rates, currency rates, quotations on securities markets and other indexes as well as inter-market differentials, etc. ("Interest Rate Fluctuations, etc.") and any other transactions which are conducted by the use of Interest Rate Fluctuations, etc, as may be designated by a Ministerial Ordinance of the Prime Minister's Office and the Ministry of Finance.

2 In this law, the term "Financial Institution, etc." means any of the following juridical persons:-

(i) Banks as defined in Article 2, paragraph 1 of the Banking Law (Law No. 59 of 1981), and long-term credit banks as defined in Article 2 of the Long-term Credit Banking Law (Law No. 187 of 1952);

(ii) Securities companies as defined in Article 2, paragraph 9 of the Securities and Exchange Law, and foreign securities firms as defined in Article 2, paragraph 2 of the Law on Foreign Securities Firms (Law No. 5 of 1971); and

(iii) Other juridical persons which are granted a business license or registered under Japanese laws and regulations or established by special laws and which are designated by Cabinet Order as conducting Specified Financial Transactions in substantial scope for the account of themselves or their customers.

3 In this law, the term "Bankruptcy Proceedings, etc." means bankruptcy proceedings, civil reconstruction proceedings, or corporate reorganization proceedings.

4 In this law, the term "Close-out Event" means the filing of a petition for bankruptcy or an application for commencement of civil reconstruction or corporate reorganization proceedings.

5 In this law, the term "Master Agreement" means an agreement intended to govern two or more Specified Financial Transactions to be entered continuously by and between a Financial Institution, etc. and its counterparty, thereby stipulating the terms and conditions of such transactions and other basic matters relating thereto.

6 In this law, the term "Close-out Netting" means a procedure by which, upon occurrence of a Close-out

Event with respect to a party to the Specified Financial Transactions entered into under a Master Agreement and regardless of both parties' intentions, the value at such occurrence of each of the Specified Financial Transactions under the Master Agreement shall be computed in accordance with the provisions of a Ministerial Ordinance of the Prime Minister's Office and the Ministry of Finance, and the aggregate net balance shall become a single claim or obligation arising between the parties.

(Treatment of Close-out Netting in Bankruptcy Proceedings, etc.)

Article 3 Where a party in respect of whom an adjudication of bankruptcy or an order to commence civil reconstruction or corporate reorganization proceedings ("Bankruptcy Adjudication, etc.") is made or its counterparty is a Financial Institution, etc. and the parties have been engaging in Specified Financial Transactions under a Master Agreement providing for Close-out Netting, then, "properties" or "claims" which are provided for in each of the following laws and are held by either of such parties in respect of all such transactions under such an agreement shall constitute, a single claim arising pursuant to such provision due to the occurrence of a Close-out Event preceding such Bankruptcy Adjudication, etc. and payable to the person in respect of whom a Bankruptcy Adjudication, etc. has been made or its counterparty, as the case may be.

(i) The Bankruptcy Law (Law No. 71 of 1922): Properties belonging to the bankruptcy estate; or bankruptcy claims;

(ii) The Civil Reconstruction Law (Law No. 225 of 1999): Properties belonging to the obligor as at the time of commencement of civil reconstruction proceedings; or civil reconstruction claims;

(iii) The Corporate Reorganization Law (Law No. 172 of 1952) or the Law concerning Special Treatment of Reorganization and Bankruptcy Procedures for Financial Institutions, etc. (Law No. 95 of 1996)(the "LSTR"): Properties which belong to the stock company, the cooperative financial institution (as defined in Article 2, paragraph 2 of the LSTR) or the mutual company (as defined in Article 2, paragraph 6 of the LSTR), as the case may be, as at the time of commencement of corporate reorganization proceedings; or corporate reorganization claims.

Supplementary Provision:
This law shall come into force as of December 1, 1998.

-UNOFFICIAL TRANSLATION-
REFERENCE SHOULD BE MADE TO THE OFFICIAL JAPANESE TEXT
BEFORE ANY ACTION IS TAKEN TO WHICH THE ORDER MAY APPLY.

November 20, 1998

Cabinet Order No. 371

The Enforcement Order for The Law concerning Close-out Netting of Specified Financial Transactions Entered into by Financial Institutions, etc. (English Translation)

The Cabinet hereby enacts this Cabinet Order pursuant to Article 2, paragraph 2, item (iii) of the Law concerning Close-out Netting of Specified Financial Transactions entered into by Financial Institutions, etc. (The Law No. 108 of 1998).

Juridical persons designated by the Cabinet Order referred to in Article 2, paragraph 2, item (iii) of the Law concerning Close-out Netting of Specified Financial Transactions entered into by Financial Institutions, etc. (The Law No. 108 of 1998) shall be the following:

1. Insurance Companies (*Hoken Kaisha*) and Foreign Insurance Companies etc. (*Gaikoku Hoken Kaisha tou*) as defined in Article 2, paragraph 7 of the Insurance Business Law (The Law No. 105 of 1995);

2. Zenshinren Bank (*Zenkoku Shin-yo Kinko Rengo Kai*);

3. Norin Chukin Bank (*Norin Chuo Kinko*);

4. Shoko Chukin Bank (*Shoko Kumiai Chuo Kinko*);

5. Securities Finance Companies (*Shoken Kin-yu Kaisha*) as defined in Article 2, paragraph 21 of the Securities and Exchange Law (The Law No. 25 of 1948); and

6. Other juridical persons prescribed in Article 1, paragraph 3 of the Enforcement Order for the Law concerning Regulation of Money Lending Business (Cabinet Order No. 181 of 1983)

Supplementary Provision:

This Cabinet Order shall come into effect as of the date when the Law concerning Close-out Netting of Specified Financial Transactions entered into by Financial Institutions, etc. shall become effective (December 1, 1998).

-UNOFFICIAL TRANSLATION-
REFERENCE SHOULD BE MADE TO THE OFFICIAL JAPANESE TEXT
BEFORE ANY ACTION IS TAKEN TO WHICH THE ORDINANCE MAY APPLY.

The Joint Ministerial Ordinance of the Prime Minister's Office and the Ministry of Finance No. 48

Pursuant to the provision of Article 2, paragraphs 1 and 6 of the Law concerning Close-out Netting of Specified Financial Transactions entered into by Financial Institutions, etc. (The Law No. 108 of 1998), the Enforcement Rules for the Law concerning Close-out Netting of Specified Financial Transactions entered into by Financial Institutions, etc. shall be enacted as follows.

November 27, 1998

Prime Minister Keizo Obuchi
Finance Minister Kiichi Miyazawa

The Enforcement Rules for
The Law concerning Close-out Netting of Specified Financial Transactions
Entered into by Financial Institutions, etc. (English Translation)

(Specified Financial Transactions)

Article 1 The Transactions designated by the Joint Ministerial Ordinance of the Prime Minister's Office and the Ministry of Finance referred to in Article 2, paragraph 1 of the Law concerning Close-out Netting of Specified Financial Transactions entered into by Financial Institutions, etc. (hereinafter referred to as the "Law") shall be the following:

1. OTC Securities Derivative Transactions (*Yuka Shoken Tento Deribatibu Torihiki*) as defined in Article 2, paragraph 8, item 3-2 of the Securities and Exchange Law (*Shoken Torihiki Ho*) (Law No. 25 of 1948) and transactions where a party lends or deposits cash or securities to or with the other party for the purpose of securing the aforementioned Transactions (hereinafter referred to as the "Security Transactions").

2. Financial Derivatives Transactions etc. (*Kinnyu tou Deribatibu Torihiki*) as prescribed in Article 10, paragraph 2, item 14 of the Banking Law (*Ginko Ho*) (Law No. 59 of 1981) and the Security Transactions in relation thereto;

3. repurchase and reverse repurchase transactions of securities and the Security Transactions in relation thereto;

4. securities lending transactions and the Security Transactions in relation thereto;

5. certain bond purchase transactions where (i) one of the parties thereto retains the right to specify the settlement date, and (ii) if such right is not exercised during a certain period of time, such transaction shall be terminated, and the Security Transactions in relation thereto; and

6. forward foreign exchange transactions and the Security Transactions in relation thereto.

(Computation of Value)

Article 2 The value to be computed in accordance with the provisions of the Ministerial Ordinance of the Prime Minister's Office and the Ministry of Finance as prescribed by Article 2, paragraph 6 of the Law shall be the value fairly computed by reference to the actual conditions of interest rates, currency rates, quotations on securities markets and other indexes.

Supplementary Provision:

This Ministerial Ordinance shall come into effect as of the date when the Law shall become effective (December 1, 1998).

Webinar

Target Hardening of School Buildings

Deputy Chief MacDonald, Esq. Portsmouth, NH, will talk about school safety through the implementing of policies of target hardening and preparing for security related events or breaches. Practical advice that works. The recommendations are for school buildings and school grounds. All members of the school community are to be involved. Chief MacDonald is a former SRO. This is essential information to insure school safety. Chief MacDonald is recognized as a national leader in school safety. This represents one of the lessons from Sandy Hook tragedy. He is an attorney and a graduate of the Harvard Kennedy School of Government.

In this CD, you will learn:

- The steps to organize target hardening
- The most common mistakes and how to avoid them.
- What are the rules for rented cars?
- How to set up a maintenance plan.
- How to avoid the fortress mentality

"You will not hear a better or more professional speaker than Deputy Chief MacDonald, Esq"

Sgt. Andrew Obuchowski

Webinar

Connecting the dots..... Compstat for schools

The missing item in all school safety plans is a method to collect intelligence; to assess it and to act on it when necessary. Police have long used compstat to help reduce crime and Henry M. Quinlan, Esq. publisher of Omni Publishing Co. offers a modified version of compstat that schools and SROs can use to identify, to assess and to act on some potentials issues before they become problems.

In this webinar, you will learn:

- How sign posts were missed in so many past incidents of violence.
- The value of intelligence in a school setting.
- How to gather the most effective intelligence.
- How to assess that intelligence.
- How and when to act on the intelligence.
- This works for all size of schools.

This is knowledge every school administrators and SROs should know NOW!

Intelligence is the most valuable item when looking to prevent school violence and/or bullying in schools.

( ) Register me for the webinar Target Hardening – February 20, 2012 at 1 pm est $45.00
( ) Register me for the webinar Connecting the dots... – February 21, 2012 at 11 am est $45.00

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THE BOND MARKET ASSOCIATION

Guidance Notes to Annex IX

Transactions Involving Certain Japanese Financial Institutions

(Capitalized terms used but not otherwise defined in these guidance notes have the meanings given to them in the Master Repurchase Agreement (the "Agreement") and in Annex IX.)

A Japanese tax law, effective as of April 1, 2002 (the "Japanese Tax Law") has given rise to tax implications for certain cross-border repo transactions conducted between a Japanese financial institution and a non-Japanese financial institution. Although the current Agreement may be used to conduct such transactions, the Association has published Annex IX in order to allow such transactions to meet one of several requirements necessary in order for such transactions to be exempt from the Japanese Tax Law. These guidance notes briefly summarize key provisions of Annex IX and identify certain issues which parties entering into Annex IX may wish to be aware of.

These guidance notes should not be relied upon by any party to determine, without appropriate legal, accounting, tax or other relevant professional advice, whether to engage in particular transactions and whether the Agreement or Annex IX is suitable to its particular circumstances and needs.

Background: The Japanese Tax Law imposes an obligation on a Japanese financial institution to withhold tax on the Price Differential it pays on certain cross-border repo transactions it has entered into with a non-Japanese financial institution, unless such transactions are otherwise exempt. One of several requirements such transactions must meet in order to be exempt is to be conducted pursuant to documentation which meets certain Japanese netting law requirements. Annex IX is intended to supplement and modify the Agreement in order to allow it to meet such Japanese netting law requirements. (More information regarding the Japanese Tax Law is available on the Association's website at http://www.bondmarkets.com/regulatory/fund.shtml.)

Scope: Annex IX only applies to Transactions where one party is, and the other is not, resident in Japan for tax purposes. In addition, Annex IX applies only to Transactions which utilize Exempt Securities. Under the Japanese Tax Law, Exempt Securities include: foreign government debt (e.g. U.S. Treasuries), debt issued by "local authorities" (e.g. municipal bonds), and government-sponsored agency debt (e.g. Fannies and Freddies). The use of Exempt Securities in such Transactions is another one of several requirements such Transaction must meet in order to be exempt from the Japanese Tax Law.

Note that Annex IX does not apply to Transactions which utilize securities issued in Japan, such as JGBs. The use of Japan-issued securities in cross-border transactions raises additional tax issues which Annex IX does not address. Market participants may wish to use the Global Master Repurchase Agreement (GMRA), published jointly by the Association and the International Securities Markets Association, and the Japanese Securities Annex to the GMRA for Japanese cross-border repo transactions utilizing securities issued in Japan. (The Japanese Securities Annex to the GMRA is available on the Association's website at the following link: http://www.bondmarkets.com/eissues.shtml.)

Act of Insolvency: The definition of Act of Insolvency in the Agreement is amended by Annex IX. As amended, an Act of Insolvency includes Close-out Netting Events, which generally involve the voluntary or involuntary filing in respect of a party to the Agreement of insolvency-related proceedings in a Japanese court. In addition, Annex IX also amends the Agreement so that an Act of Insolvency shall occur immediately upon the occurrence of a Close-out Netting Event, notwithstanding provisions in the Act of Insolvency definition which might otherwise allow a

party to avoid triggering the occurrence of an Act of Insolvency, such as the fifteen-day grace period in the Agreement provided under Paragraph 2, clause (a)(ii)(C).

For the avoidance of doubt, Annex IX also sets out provisions for the immediate set-off of amounts due from one party to the Agreement to the other, in accordance with certain Japanese enforcement regulations.

Use with Annex III: Annex IX may be used separately from or in conjunction with Annex III to the Agreement, "International Transactions." As set out in Paragraph 5 of Annex IX, in the event of a conflict between the conversion or valuation used for purposes of the set-off of obligations in accordance with certain Japanese enforcement regulations and the definition of "Contractual Currency" in Annex III, the provisions of Paragraph 5 of Annex IX will prevail.

EXHIBIT 2

CERTIFICATION

I, _____, a Qualified Representative acting on behalf of _____, a business organization offering to engage in an investment transaction with Galveston County hereby certify that _____, has personally received, thoroughly reviewed, and understand the investment policies of Galveston County. _____, has also implemented reasonable procedures and controls designed to fulfill those objectives and conditions; to facilitate compliance with the County's Investment Policy; and to preclude investment transactions conducted between the County and the organization that are not authorized by the County's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the County's entire portfolio or requires an interpretation of subjective investment standards. Transactions conducted between this firm and Galveston County will be directed towards precluding imprudent investment activities and protecting the County from credit and market risk.

All the sales personnel of this firm dealing with Galveston County's account have been informed of the County's investment horizons, limitations, strategy and risk constraints.

This firm will notify the Investment Officer immediately by telephone and in writing in the event of a material adverse change in our financial condition.

The firm pledges to exercise due diligence in informing the Investment Officer of foreseeable risks associated with financial transactions connected to this firm.

Firm

Primary Representative

Signature

Name

Title

Date

Exhibit 3

GALVESTON COUNTY, TEXAS

Broker/Dealer Questionnaire

1. Name of firm _____

2. Address (Local)_____(National Offices)_____

_____

_____

3. Telephone Number (___)_____Local_____

(___)_____National Headquarters_____

4. Primary representative/manager/partner-in-charge

Name:_____ Name:_____

Title:_____ Title:_____

Telephone No. _( )_____ Telephone No. _( )_____

5. Are you a primary dealer in U.S. Government securities?

[ ] Yes [ ] No

6. If so, for how long has your firm been a primary dealer? _____ years

7. What was your firm's total volume in U.S. Government and agency securities trading last year?

Firm-wide _$_____ Number of transactions _____

Your local office _$_____ Number of transactions _____

8. Which instruments are offered regularly by your local desk?

[ ] T-bills
[ ] Treasury notes/bonds
[ ] Agencies (specify)
[ ] _____
[ ] _____
[ ] Instruments
[ ] _____
[ ] _____

[ ] BAs (domestic)
[ ] BAs (foreign)
[ ] Commercial paper
[ ] Bank CDs
[ ] S & L CDs
[ ] Other (specify)
[ ] _____
[ ] _____

9. Identify all personnel who will be trading with or quoting securities to Galveston County employees.

Name	Title	Telephone Number
		( )
		( )
		( )
		( )
		( )

10. Which of the above personnel have read our government's investment policies?

_____ _____
_____ _____

11. Please indicate which agents of your firm's local offices currently are licensed, certified, or registered, and by whom.

Agent	Licensed or Registered by

12. Please identify your public-sector clients in our geographical area who are most comparable to the County of Galveston.

Entity	Contact Person	Telephone No.	Client Since
		( )	

_____( )_____
_____( )_____

13. Have any of your public-sector clients ever sustained a loss on a securities transaction arising from a misunderstanding or misrepresentation of the risk characteristics of the instrument? If so explain.

14. Have any of your public-sector clients ever reported to your firm, its officers, or employees, orally or in writing, that they sustained a loss (in a single year) exceeding 10 percent of original purchase price on any individual security purchased through your firm? Explain.

15. Has your firm ever been subject to a regulatory or state federal agency investigation for alleged improper, fraudulent, disreputable, or unfair activities related to the sale of government securities or money market instruments? Have any of your employees ever been so investigated by a regulatory, state, or other agencies? Explain.

16. Has a public-sector client ever claimed in writing that your firm was responsible for investment loss? Explain.

17. Please include samples of research reports that your firm regularly provides to public-sector clients.

18. Please explain your normal custody and delivery process. Who audits these fiduciary systems?

19. Please provide certified financial statements and other indicators regarding your firm's

capitalization.

20. Describe the capital line and trading limits that support/limit the office that would conduct business with Galveston County.

21. What training would you provide to our employees and investment officers?

22. Has your firm consistently complied with the Federal Reserve Bank's capital adequacy guidelines? As of this date, does your firm comply with the guidelines? Has your capital position ever fallen short? By what factor (1.5x, 2x, ect.) does your firm presently exceed the capital adequacy guidelines? Include certified documentation of your capital adequacy as measured by the Federal Reserve standards.

23. Do you participate in the SIPC insurance program? If not, explain why not.

24. What portfolio information do you require from your clients?

25. What reports, transactions, confirmations and paper trail will we receive?

26. Enclose a complete schedule of fees and charges for various transactions.

27. How many and what percentage of your transactions failed last month? Last Year?

28. Describe the precautions taken by your firm to protect the interests of the public when dealing

with governmental agencies as investors.

I attest to the accuracy of responses to this questionnaire.

Signed: _____
Date: _____

(Countersigned by company president or person in charge of government securities operations.)
_____

EXHIBIT 4

GALVESTON COUNTY

ANTI-COLLUSION AGREEMENT

I, _____ acting on behalf of _____, hereby certify and affirm that neither I nor my firm have entered into any agreement, contract, arrangement or understanding with any employee of Galveston County that in any manner would defraud the County;

Neither I nor my firm have entered into any agreement with any person that would conspire to affect the County of Galveston's Investments;

Neither I nor my firm have offered to give, nor intend to give at any time hereafter any economic opportunity, future economic opportunity, special discount, gratuity, loan or service to any employee(s) in connection with my business relationship with the County of Galveston;

Neither I nor my firm have utilized any information obtained in whole or in part as a result of my business relationship with the County of Galveston for personal economic gain or for the benefit of others.

Firm

Signature

Name

Title

Date

EXHIBIT 5

GALVESTON COUNTY

CAPITAL ADEQUACY GUIDELINE/FOCUS STATEMENT

In the case of banks and primary dealers, Galveston County requires a statement from any firm applying for broker/dealer approval stating that they currently comply with the Federal Reserve's Capital Adequacy Guidelines ("CAG").

All other applicant firms are required to provide a statement that they currently comply with all capital adequacy requirements as set forth by the National Association of Securities Dealers and the Securities and Exchange Commission, as reported in their quarterly Financial and Operation Combined Uniform Single Reports ("FOCUS"). The firm's latest FOCUS report is to be attached to this statement.

By signing below, the applicant states that it currently complies with either CAG or FOCUS requirements, that it will continue to do so and that it will immediately notify the County if it fails to continue to do so. The firm also agrees to, at least yearly, obtain independent certification by an outside auditor that the broker/dealer firm has complied with either the CAG or FOCUS standards over the previously audited period.

_____

FIRM

_____

SIGNATURE

_____

NAME

_____

TITLE

_____

DATE

AGENDA ITEM #39.a.

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

February 10, 2014

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

Re: Request to Utilize Texas Buy Board Cooperative

Gentlemen,

It is requested that the Commissioners' Court grant authorization to the Purchasing Agent to utilize a State of Texas approved cooperative purchasing program as referenced in the Texas Local Government Code, Chapter 271.102, Cooperative Purchasing Program Participation, in lieu of the competitive bidding requirements as referenced in Chapter 262.023, Competitive Requirements for Certain Purchases to purchase the following equipment for the Road and Bridge Department:

- One (1) Motor Grader

This equipment was approved in the FY2014 Road and Bridge Fund Capitalized Equipment Budget.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

The County of Galveston

ROAD & BRIDGE DEPARTMENT
5115 Highway 3
Dickinson, Texas 77539

Layne Harding
Road Administrator

Office 281/534-4152
Facsimile 281/614-5073

Date: December 5, 2013

To: Rufus Crowder
Purchasing Agent

From: Layne Harding
Road Administrator

Re: **Purchase of Motor Grader Approved in FY14 Budget**

I would like to request that the motor grader approved in the FY14 budget, be purchased through the HGAC-Buy contract.

We are approved for $126,000 in the FY14 budget and the HGAC price is $125,000. After reviewing comparable products, I believe this is a good price for this equipment. The Road & Bridge Department needs this equipment as soon as possible because the replacement unit is in poor working condition. Also, this HGAC purchase, in lieu of a formal bid, will save the County time and money.

I have attached a HGAC Contract Pricing Worksheet from Mustang CAT.

If you approve, please place on the agenda of the next scheduled Commissioners' Court.

Thank you.

LH/djs

HGACBuy	CONTRACT PRICING WORKSHEET For Standard Equipment Purchases	Contract No.:	EM06-13	Date Prepared:	12/2/2013

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Galveston County Road & Bridge	Contractor:	Mustang Cat
Contact Person:	Layne Harding	Prepared By:	Kurt Allen / Dan Blade
Phone:	409-789-2217	Phone:	281-818-1796 / 713-452-7263
Fax:		Fax:	713-690-2287
Email:	layne.harding@co.galveston.tx.us	Email:	kallen@mustangcat.com / dblade@mustangcat.com

Product Code:	40A	Description:	Noram 65E Motorgrader

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: $ 134,635.00

B. Published Options - Itemize below - Attach additional sheet if necessary - Include Option Code in description if applicable
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Blade Pitch	1,990.00	Floodlights	805.00
Float Valve Group	995.00	Cab Group	9,995.00
Front Scarifer	2,035.00	Cab Air Conditioning Group	6,095.00
Front Mounting Group	3,950.00	Stereo Radio / CD Group	805.00
Mirrors	405.00		-
	-	Subtotal From Additional Sheet(s):	-
	-	Subtotal B:	27,075.00

C. Unpublished Options - Itemize below - Attach additional sheet if necessary
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
		Subtotal From Additional Sheet(s):	
		Subtotal C:	0

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	0%

D. Total Cost before any other applicable Charges, Trade-Ins, Allowances, Discounts, Etc. (A+B+C)

Quantity Ordered:	1	X Subtotal of A + B + C:	161710	=	Subtotal D:	161,710.00

E. Trade-Ins / Special Discounts / Other Allowances / Freight / Installation / Miscellaneous Charges

Description	Cost	Description	Cost
Less HGAC Dicscount 7% off of list	(40,525.41)		
Make Ready	529.00		
Factory Freight and Delievry	3,286.41		
		Subtotal E:	(36,710.00)

Delivery Date:	10 - 15 days aro	F. Total Purchase Price (D+E):	$ 125,000.00

AGENDA ITEM #39.b.1.

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

February 12, 2014

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

Re: Various Trades for the Records Storage Facility
RFP #B131027A, Elevators for Records Storage Facility
RFP #B131028A, Painting for Record Storage Facility
RFP #B131029A, Mechanical for Record Storage Facility
RFP #B131030A, Electrical for Record Storage Facility
RFP #B131031A, Plumbing for Record Storage Facility
RFP #B131032A, Fire Suppression for Record Storage Facility
RFP #B141013, Concrete for Record Storage Facility
RFP #B141014, Drywall/Carpentry for Record Storage Facility
RFP #B141015, Overhead Doors for Records Storage Facility
RFP #B141016, Ceramic Tile for Records Storage Facility
RFP #B141017, Flooring for Record Storage Facility
RFP #B141018, Architectural Millwork for Record Storage Facility
RFP #B141019, Glass and Glazing for Record Storage Facility
RFP #B141020, Masonry for Record Storage Facility
RFP #B141021, Miscellaneous Metals for Record Storage Facility

Gentlemen,

On January 28, 2014, proposals were opened for the Various Trades for the Records Storage Facility and Hurricane Ike Repairs at the Old North Jail and Old Courthouse Annex.

The recommended contracts based on the Evaluation Committee's review of all proposals are listed below:

• RFP #B131027A, Elevators	Ardent Construction, LLC	$ 812,700.00
• RFP #B1311028A, Painting	Strommen Painting Enterprises, Inc.	$ 185,183.00
• RFP #B131029A, Mechanical	Mesa Mechanical, Inc.	$1,607,865.00
• RFP #B131030A, Electrical	KenMor Electric Co., LP	$1,053,208.00
• RFP #B131031A, Plumbing	Mitchell Chuoke Plumbing, Inc.	$ 522,629.00
• RFP #B131032A, Fire Suppression	Simplex Grinnell	$ 356,538.00
• RFP #B141013, Concrete	Ardent Construction, LLC	$ 504,000.00

• RFP #B141014, Drywall/Carpentry	Ardent Construction, LLC	$1,086,750.00
• ***RFP #B141015, Overhead Doors***	*	
• ***RFP #B141016, Ceramic***	*	
• RFP #B141017, Flooring	Texan Flooring Services, Ltd.	$ 117,780.00
• RFP #B141018, Architectural	Albrecht, Inc.	$ 64,285.00
• RFP #B141019, Glass and Glazing	Ardent Construction, LLC	$ 94,500.00
• RFP #B141020, Masonry	Manning Masonry	$ 54,474.00
• RFP #B141021, Miscellaneous Metals	D and A Welding	$ 185, 345.14

* ***No responsible proposals received… Further research has determined that these items may not exceed the $50,000 bid threshold and valid quotes can be obtained per procurement policy guidelines.***

The following proposals were previously cancelled and authorization to rebid was granted by the Commissioners' Court on November 12, 2013:

• RFP #B131029, Mechanical	Mesa Mechanical, Inc.	$1,649,135.25
• RFP #B131030, Electrical	Crescent Engineering Co. Dba Crescent Electricity	$1,327,596.00
• RFP #B131031, Plumbing	Mitchell Chuoke Plumbing, Inc.	$ 408,460.00
• RFP #B131032, Fire Suppression	Simplex Grinnell	$ 328,614.00
• RFP #B131027, Elevators	***no proposals received***	
• RFP #B131028, Painting	***initial scope revised and substantially reduced***	

Your consideration of approving these requests and allowing the committee to negotiate the final contracts will be greatly appreciated.

Respectfully submitted,

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

Attachments

RFP #B131027A – ELEVATORS

County Architect

MEMO

Date ..... February 13, 2014

Addressed to:

Rufus Crowder ..... Galveston County Purchasing Agent

Project:

Record Storage Facility and Hurricane Ike Repairs at the Old North Jail and Old Courthouse Annex

project #09-009: ..... Proposal # **B131027A** Elevator Package

Item:

Two Trade Contractors responded to the advertisements and staff solicitations for Proposal # **B131027A** Elevator Package on the referenced project.

The proposal review group consisted of:

Dudley Anderson, County Architect
Mike Bell, Associate facilities Director
Volunteer - Tim Krupp
Volunteer - Bill Pitman
Charles Kenworthy, Facilities Director
Lewis Coleman, Constr. Mgr. Agent
Volunteer - Tim Byrom

The review group evaluated the submittals the week of February 3. County staff evaluated the proposals. The volunteers reviewed the process of proposal taking.

The review group evaluated the submittals the week of February 3 and February 10 . County staff evaluated the proposals. The volunteers reviewed the process of proposal taking.

The review group recommends Ardent Construction, LLC be awarded the contract for Proposal # **B131027A** Elevator Package on the referenced project.

Ardent Construction, LLC is based in Galveston County.

Their proposal totaled $812,700.00.

Dudley Anderson, County Architect

W:\Architecture\0 PROJECTS\09-009 Records Storage - Annex\00 AP - Fees-Invoices-Expenses\Construction\Memo-B131027A-Elevator proposal Revised.doc

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package #B131027A - Elevators - Record Storage Storm Repair

Evaluator: Team Average	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5.00	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
Lowest Base proposal						$812,700											
est $1,173,895																	
Ardent Construction, LLC	Y	Y	Y	Y	Rating	$812,700	98	63	63	75	88	95	73	0.92	95	100	
					Grading Score	50.00	4.88	3.13	3.13	3.75	4.38	4.75	3.63	5.00	4.75	5.00	92.38
RLN Indistries, Inc	Y	Y	Y	Y	Rating	$954,240	98	93	83	23	83	95	83	0.43	95	100	
					Grading Score	42.58	4.88	4.63	4.13	1.13	4.13	4.75	4.13	5.00	4.75	5.00	85.08

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package #B131027A - Elevators - Record Storage Storm Repair

Evaluator: J. Dudley Anderson	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
						50	5	5	5	5	5	5	5	5	5	5	100
Lowest Base proposal						$812,700											
est $1,173,895																	
Ardent Construction, LLC	Y	Y	Y	Y	Rating	$812,700	90	70	70	60	70	100	70	0.92	100	100	
					Grading												
					Score	50.00	4.50	3.50	3.50	3.00	3.50	5.00	3.50	5.00	5.00	5.00	91.50
RLN Indistries, Inc	Y	Y	Y	Y	Rating	$954,240	90	90	90	90	90	100	90	0.43	100	100	
					Grading												
					Score	42.58	4.50	4.50	4.50	4.50	4.50	5.00	4.50	5.00	5.00	5.00	89.58

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Proposal Evaluation Worksheet
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Proposal Package #B131027A - Elevators - Record Storage Storm Repair

Evaluator: C Kenworthy	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$812,700											
est $1,173,895																	
Ardent Construction, LLC	Y	Y	Y	Y	Rating	$812,700	100	80	80	80	100	100	100	0.92	100	100	
					Grading												
					Score	50.00	5.00	4.00	4.00	4.00	5.00	5.00	5.00	5.00	5.00	5.00	97.00
RLN Indistries, Inc	Y	Y	Y	Y	Rating	$954,240	100	100	80	0	80	100	100	0.43	100	100	
					Grading												
					Score	42.58	5.00	5.00	4.00	0.00	4.00	5.00	5.00	5.00	5.00	5.00	85.58

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No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package #B131027A - Elevators - Record Storage Storm Repair

Evaluator: M Bell	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$812,700											
est $1,173,895																	
Ardent Construction, LLC	Y	Y	Y	Y	Rating	$812,700	100	60	100	80	100	100	60	0.92	100	100	
					Grading												
					Score	50.00	5.00	3.00	5.00	4.00	5.00	5.00	3.00	5.00	5.00	5.00	95.00
RLN Indistries, Inc	Y	Y	Y	Y	Rating	$954,240	100	100	80	0	80	100	60	0.43	100	100	
					Grading												
					Score	42.58	5.00	5.00	4.00	0.00	4.00	5.00	3.00	5.00	5.00	5.00	83.58

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

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No	0	

Proposal Evaluation Worksheet
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Proposal Package #B131027A - Elevators - Record Storage Storm Repair

Evaluator: L Coleman	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
						50	5	5	5	5	5	5	5	5	5	5	100
Lowest Base proposal						$812,700											
est $1,173,895																	
Ardent Construction, LLC	Y	Y	Y	Y	Rating	$812,700	100	40	0	80	80	80	60	0.92	80	100	
					Grading Score	50.00	5.00	2.00	0.00	4.00	4.00	4.00	3.00	5.00	4.00	5.00	86.00
RLN Indistries, Inc	Y	Y	Y	Y	Rating	$954,240	100	80	80	0	80	80	80	0.43	80	100	
					Grading Score	42.58	5.00	4.00	4.00	0.00	4.00	4.00	4.00	5.00	4.00	5.00	81.58

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No	0	

Proposal Number B131027A
Proposal Date - January 28, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

SECTION 00101
REVISED PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**

Hurricane Ike Elevator Repairs:
PW 14465 ..... **Elevator at Old North Jail**
PW 14498 ..... **Elevator at Old Courthouse Annex**
PW 14499 ..... **Elevators at South Jail Parking Garage**
Record Storage Facility - not included in this package ..... *Old North Jail*
Hurricane Ike Repairs- not included in this package:
PW 15601 ..... *Old North Jail - A*
PW 15601 ..... *Old Courthouse Annex - B*

3. **Architect** J. Dudley Anderson, County Architect
4. **SUBMITTED BY:** Ardent Construction LLC
Proposer Name

133 N. Friendswood Dr #300
Friendswood, Tx 77546
Proposer Address

713.253.0046
Proposer Phone Number

Lbrown@ardntcs.com
Proposer e-mail or website

5. **REVISED PROPOSAL:** **Package #01 - Elevators - RFP #B131027A includes the following:**
6.

• Request for Best and Final Offer dated February 10, 2104
• Project Manual
Volume 2 and 3.
• Drawing sheets:
Hurricane Ike Repairs:
PW 14465.....Elevator at Old North Jail .....CS1, CS2,CS3, A1.0, A2.0, E0.0, E1.0, and E2.0
PW 14498.....Elevator at Old Courthouse Annex .....CS1, CS2,CS3, A1.0, A2.0, A3.0, S0.1, S0.2, E0.0, E1.0, E2.0, P1.0, and P2.0
PW 14499.....Elevators at South Jail Parking Garage .....CS1, CS2,CS3, SD1, D2,A1, A2, A3, E0.0, E1.0, E2.0, AD1, and AD2

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
B. In submitting this proposal, the undersigned, agrees to the following:
   01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.
   02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.

Record Storage Facility

03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

7. **ADDENDA:** The undersigned acknowledges receipt of:

Addenda 1 ..... January 14, 2014 initial here LB
Addenda 2 ..... 1/21, 2014 initial here LB
3 1/27, 2014 LB

8. **CONTRACT TIME:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 220 calendar days

Hurricane Ike Repairs:
PW 14465 ..... Elevator at Old North Jail

9. **Base Proposal for Elevators associated with PW 14465:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):
Two Hundred Thirty Four Thousand. Dollars and no/100 $ 234,000
(Amount written in words governs) (Amount in figures)

10. **Contingency Allowance for Elevators associated with PW14465:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:
Eleven Thousand Seven Hundred. Dollars and no/100 $ 11,700
(Amount written in words governs) (Amount in figures)

PW 14498 ..... Elevator at Old Courthouse Annex

11. **Base Proposal for Elevators associated with PW 14498:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):
Two Hundred Forty Six Thousand. — Dollars and no/100 $ 246,000
(Amount written in words governs) (Amount in figures)

12. **Contingency Allowance for Elevators associated with PW14498:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:
Twelve Thousand Three Hundred. — Dollars and no/100 $ 12,300
(Amount written in words governs) (Amount in figures)

Record Storage Facility

PW 14499 ..... West Elevator at South Jail/Parking Garage

13. **Base Proposal for the West Elevator associated with PW 14499:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Thirty Eight Thousand Dollars and no/100 $ 38,000
(Amount written in words governs) (Amount in figures)

14. **Contingency Allowance for the West Elevator associated with PW14499:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

One Thousand Nine Hundred Dollars and no/100 $ 1,900
(Amount written in words governs) (Amount in figures)

PW 14499 .....East Elevator at South Jail/Parking Garage

15. **Base Proposal for the East Elevator associated with PW 14499:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Two Hundred Fifty Six Thousand Dollars and no/100 $ 256,000
(Amount written in words governs) (Amount in figures)

16. **Contingency Allowance for East Elevator associated with PW14499:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Twelve Thousand Eight Hundred Dollars and no/100 $ 12,800
(Amount written in words governs) (Amount in figures)

Elevator Package Sub-Totals

17. **Overall Sub-Total Base Proposal:** The lump sum of items 8,10, 12 and 14 above:

Seven Hundred Seventy Four Thousand Dollars and no/100 $ 774,000
(Amount written in words governs) (Amount in figures)

18. **Overall Contingency Allowance:** The lump sum of items 9,11,13, and 15 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Thirty Eight Thousand Seven Hundred Dollars and no/100 $ 38,700
(Amount written in words governs) (Amount in figures)

Elevator Package Total

19. **TOTAL:** The sum of items **16 and 17** above:

Eight Hundred Twelve Thousand Seven Hundred. Dollars & no/100 $ 812,7000
(Amount written in words governs) (Amount in figures)

Record Storage Facility

20. OH&P FOR CHANGES IN THE WORK:
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10% Overhead
10 % Profit

Proposers Printed Name: Ardent Construction LLC

Proposers Address: 133 N. Friendswood Dr #300
Friendswood, TX 77546

Proposers Phone Number: 713.253.0046

Signatory's Printed Name: Larry Brown

Signatory's Position/Title: President

Seal:

Signature: date: 2/12/14

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal ..... $ 247,000

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal ..... $ 527,000

TOTAL: (Must agree with Proposal (para. 8) total above) ..... $ 774,000

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: Ardent Construction LLC

Proposers Address: 133 N. Friendswood Dr. #300
Friendswood, TX 77546

Signatory's Name: Larry Brown

Signatory's Position/Title: President

Signature: date 1/30/14

Subscribed and sworn to me on this 30 day of January 2014

Notary Public

My Commission expires May 17, 2016

AMANDA NICOLE CORDER
Notary Public, State of Texas
My Commission Expires
May 17, 2016

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

Proposal Number B131027A
Proposal Date - January 28, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

SECTION 00101
REVISED PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**

Hurricane Ike Elevator Repairs:
PW 14465 ..... **Elevator at Old North Jail**
PW 14498 ..... **Elevator at Old Courthouse Annex**
PW 14499 ..... **Elevators at South Jail Parking Garage**
Record Storage Facility - not included in this package ..... *Old North Jail*
Hurricane Ike Repairs- not included in this package:
PW 15601 ..... *Old North Jail - A*
PW 15601 ..... *Old Courthouse Annex - B*

3. **Architect** J. Dudley Anderson, County Architect
4. **SUBMITTED BY:**

RLN Industries, Inc.
Proposer Name

7533 FM 2004
Hitchcock, TX 77563
Proposer Address

409-316-0555
Proposer Phone Number

mlackey@rlnindustries.com
Proposer e-mail or website

5. **REVISED PROPOSAL:** **Package #01 - Elevators - RFP #B131027A includes the following:**
6.

• Request for Best and Final Offer dated February 10, 2104
• Project Manual
Volume 2 and 3.
• Drawing sheets:
Hurricane Ike Repairs:
PW 14465.....Elevator at Old North Jail .....CS1, CS2,CS3, A1.0, A2.0, E0.0, E1.0, and E2.0
PW 14498.....Elevator at Old Courthouse Annex .....CS1, CS2,CS3, A1.0, A2.0, A3.0, S0.1, S0.2, E0.0, E1.0, E2.0, P1.0, and P2.0
PW 14499.....Elevators at South Jail Parking Garage .....CS1, CS2,CS3, SD1, D2,A1, A2, A3, E0.0, E1.0, E2.0, AD1, and AD2

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
B. In submitting this proposal, the undersigned, agrees to the following:
   01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.
   02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.

Record Storage Facility

03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

7. **ADDENDA:** The undersigned acknowledges receipt of:

Addenda 1 ..... January 14, 2014 initial here _____
Addenda 2 ..... 1-21, 2014 initial here _____
Addenda 3 1-28-2014

8. **CONTRACT TIME:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 210 calendar days

Hurricane Ike Repairs:
PW 14465 ..... Elevator at Old North Jail

9. **Base Proposal for Elevators associated with PW 14465:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Three Hundred Forty Seven Thousand Nine Hundred Six Dollars and no/100 $ 347,906.00
(Amount written in words governs) (Amount in figures)

10. **Contingency Allowance for Elevators associated with PW14465:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Seventeen Thousand Three Hundred Ninty Five Dollars and no/100 $ 17,395.00
(Amount written in words governs) (Amount in figures)

PW 14498 ..... Elevator at Old Courthouse Annex

11. **Base Proposal for Elevators associated with PW 14498:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Two Hundred Seven Thousand Six Hundred Seventy Four Dollars and no/100 $ 207,674.00
(Amount written in words governs) (Amount in figures)

12. **Contingency Allowance for Elevators associated with PW14498:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Ten Thousand Three Hundred Eighty Four Dollars and no/100 $ 10,384.00
(Amount written in words governs) (Amount in figures)

Record Storage Facility

PW 14499 ..... West Elevator at South Jail/Parking Garage

13. **Base Proposal for the West Elevator associated with PW 14499:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Forty Eight Thousand Eight Hundred Dollars and no/100 $ 48,800.00
(Amount written in words governs) (Amount in figures)

14. **Contingency Allowance for the West Elevator associated with PW14499:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Two Thousand Four Hundred Forty Dollars and no/100 $ 2,440.00
(Amount written in words governs) (Amount in figures)

PW 14499 .....East Elevator at South Jail/Parking Garage

15. **Base Proposal for the East Elevator associated with PW 14499:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Three Hundred Four Thousand Four Hundred twenty Dollars and no/100 $ 304,420.00
(Amount written in words governs) (Amount in figures)

16. **Contingency Allowance for East Elevator associated with PW14499:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Fifteen Thousand Two Hundred Twenty One Dollars and no/100 $ 15,221.00
(Amount written in words governs) (Amount in figures)

Elevator Package Sub-Totals

17. **Overall Sub-Total Base Proposal:** The lump sum of items 8,10, 12 and 14 above:

Nine Hundred Eight Thousand Eight Hundred Dollars and no/100 $ 908,800.00
(Amount written in words governs) (Amount in figures)

18. **Overall Contingency Allowance:** The lump sum of items 9,11,13, and 15 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Forty Five Thousand Four Hundred Forty Dollars and no/100 $ 45,440.00
(Amount written in words governs) (Amount in figures)

Elevator Package Total

19. **TOTAL:** The sum of items **16 and 17** above:

Nine Hundred Fifty Four Thousand Two Hundred Forty Dollars & no/100 $ 954,240.00
(Amount written in words governs) (Amount in figures)

Record Storage Facility

20. OH&P FOR CHANGES IN THE WORK:
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10 % Overhead

10 % Profit

Proposers Printed Name: RLN Industries, Inc.

Proposers Address: 7533 FM 2004
Hitchcock, TX 77563

Proposers Phone Number: 409-316-0555

Signatory's Printed Name: Ronda Neumann

Signatory's Position/Title: President

Seal:

Signature: Ronda Neumann date 2/12/14

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal ..... $ N/A

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal ..... $ N/A

TOTAL: (Must agree with Proposal (para. 8) total above) ..... $ N/A

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: RLN Industries, Inc.

Proposers Address: 7533 FM 2004
Hitchcock, TX 77563

Signatory's Name: Ronda Neumann

Signatory's Position/Title: President

Signature: Ronda Neumann date 2/12/14

Subscribed and sworn to me on this 12th day of February

Carolyn Renee Nelson
Notary Public

My Commission expires 4-28-2014

CAROLYN RENEE NELSON
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
4-28-2014

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

RFP #B131028A - PAINTING

County Architect

MEMO

Date ..... February 7, 2014

Addressed to:

Rufus Crowder .....Galveston County Purchasing Agent

Project:

Record Storage Facility and Hurricane Ike Repairs at the Old North Jail and Old Courthouse Annex

project #09-009: ..... Proposal # **B131028A** Painting Package

Item:

Three Painting Contractors responded to the advertisements and staff solicitations for Proposal # **B131028A** Painting Package on the referenced project.

The proposal review group consisted of:

Dudley Anderson, County Architect
Mike Bell, Associate Facilities Director
Volunteer - Tim Krupp
Volunteer - Bill Pitman
Charles Kenworthy, Facilities Director
Lewis Coleman, Constr. Mgr. Agent
Volunteer - Tim Byrom

The review group evaluated the submittals the week of February 3. County staff evaluated the proposals. The volunteers reviewed the process of proposal taking.

The review group recommends Strommen Painting Enterprises, Inc. be awarded the contract for the Painting Trade Package Proposal # **B131028A** on the referenced project.

Strommen Painting Enterprises, Inc. is based in Galveston County.

Their proposal totaled $185,183.00.

Dudley Anderson, County Architect
attached - Proposal Tabulation forms

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131028A - Painting - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: Team Average	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5.00	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
Lowest Base proposal						$185,183											
est $210,279																	
RLN Industries, Inc	Y	Y	Y	Y	Rating	$477,264	98	93	83	68	83	85	90		95	100	
					Grading												
					Score	19.40	4.88	4.63	4.13	3.38	4.13	4.25	4.50	4.75	4.75	5.00	63.78
Strommen	Y	Y	Y	Y	Rating	$185,183	83	65	55	85	65	95	80		95	40	
					Grading												
					Score	50.00	4.13	3.25	2.75	4.25	3.25	4.75	4.00	4.25	4.75	2.00	87.38
Ardnet Construction, Ltd	Y	Y	Y	Y	Rating	$278,250	98	63	38	60	78	95	73		95	100	
					Grading												
					Score	33.28	4.88	3.13	1.88	3.00	3.88	4.75	3.63	4.50	4.75	5.00	72.65

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131028A - Painting - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: J. Dudley Anderson	Proposal Bond	Proposal Info	Addenda 1	Addenda 2		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$185,183											
est $210,279																	
RLN Industries, Inc	Y	Y	Y	Y	Rating	$477,264	90	90	90	90	90	100	80	1.00	100	100	
					Grading												
					Score	19.40	4.50	4.50	4.50	4.50	4.50	5.00	4.00	5.00	5.00	5.00	65.90
Strommen	Y	Y	Y	Y	Rating	$185,183	70	60	60	60	60	100	60	1.00	100	0	
					Grading												
					Score	50.00	3.50	3.00	3.00	3.00	3.00	5.00	3.00	5.00	5.00	0.00	83.50
Ardnet Construction, Ltd	Y	Y	Y	Y	Rating	$278,250	90	70	70	60	70	100	70	1.00	100	100	
					Grading												
					Score	33.28	4.50	3.50	3.50	3.00	3.50	5.00	3.50	4.00	4.00	5.00	72.78

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131028A - Painting - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: C Kenworthy	Proposal Bond	Proposal Info	Addenda 1	Addenda 2		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$185,183											
est $210,279																	
RLN Industries, Inc	Y	Y	Y	Y	Rating	$477,264	100	100	80	0	80	100	100	1.00	100	100	
					Grading												
					Score	19.40	5.00	5.00	4.00	0.00	4.00	5.00	5.00	5.00	5.00	5.00	62.40
Strommen	Y	Y	Y	Y	Rating	$185,183	60	60	80	100	80	100	80	1.00	100	0	
					Grading												
					Score	50.00	3.00	3.00	4.00	5.00	4.00	5.00	4.00	4.00	5.00	0.00	87.00
Ardnet Construction, Ltd	Y	Y	Y	Y	Rating	$278,250	100	80	80	80	100	100	100	1.00	100	100	
					Grading												
					Score	33.28	5.00	4.00	4.00	4.00	5.00	5.00	4.00	5.00	5.00	5.00	79.28

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131028A - Painting - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: M Bell	Proposal Bond	Proposal Info	Addenda 1	Addenda 2		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
Lowest Base proposal						$185,183											
est $210,279																	
RLN Industries, Inc	Y	Y	Y	Y	Rating	$477,264	100	100	80	100	80	60	100	1.00	100	100	
					Grading Score	19.40	5.00	5.00	4.00	5.00	4.00	3.00	5.00	5.00	5.00	5.00	65.40
Strommen	Y	Y	Y	Y	Rating	$185,183	100	60	80	100	40	100	100	1.00	100	60	
					Grading Score	50.00	5.00	3.00	4.00	5.00	2.00	5.00	5.00	4.00	5.00	3.00	91.00
Ardnet Construction, Ltd	Y	Y	Y	Y	Rating	$278,250	100	60	0	20	60	100	60	1.00	100	100	
					Grading Score	33.28	5.00	3.00	0.00	1.00	3.00	5.00	3.00	4.00	5.00	5.00	67.28

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131028A - Painting - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: L Coleman	Proposal Bond	Proposal Info	Addenda 1	Addenda 2		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$185,183											
est $210,279																	
RLN Industries, Inc	Y	Y	Y	Y	Rating	$477,264	100	80	80	80	80	80	80	1.00	80	100	
					Grading												
					Score	19.40	5.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	5.00	61.40
Strommen	Y	Y	Y	Y	Rating	$185,183	100	80	0	80	80	80	80	1.00	80	100	
					Grading												
					Score	50.00	5.00	4.00	0.00	4.00	4.00	4.00	4.00	4.00	4.00	5.00	88.00
Ardnet Construction, Ltd	Y	Y	Y	Y	Rating	$278,250	100	40	0	80	80	80	60	1.00	80	100	
					Grading												
					Score	33.28	5.00	2.00	0.00	4.00	4.00	4.00	3.00	5.00	4.00	5.00	69.28

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Number B131028A
Proposal Date - January 21, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility.....**Old North Jail/Annex**
   Hurricane Ike Repairs:
   PW 15601 .....**Old North Jail - A**
   PW 15601 .....**Old Courthouse Annex - B**
   Hurricane Ike Repairs: not included in this package
   PW 14465.....*Elevator at Old North Jail*
   PW 14498.....*Elevator at Old Courthouse Annex*
   PW 14499.....*Elevators at South Jail Parking Garage*

3. **Architect** J. Dudley Anderson, County Architect

4. **SUBMITTED BY:**
   Strommen Painting Enterprises, Inc
   Proposer Name

   3503 Quartermoon Ct.
   Santa Fe, Tx 77517
   Proposer Address

   409-739-5177
   Proposer Phone Number

   Strommenpainting@gmail.com
   Proposer e-mail or website

5. **PROPOSAL:** **Package #07 - Painting - RFP #B131028A includes the following:**

• Project Manual:
Volume 2 Division 0 and 1
Volume 2 Section 09900

• Drawing sheets:
Record Storage Facility.. Old North Jail .....CS1, CS2, CS3, A1.2, A1.3, A1.4,A1.5, A1.6, A2.2, A2.3, A2.4, A3.2, A3.3, A3.4, A3.5, A4.0, A5.0, A6.2, A6.3, and A6.4.
2nd Floor Annex ..... **Old Courthouse Annex**..... CS1, CS2, CS3, A0, A1, A2, A3, and A4.

Hurricane Ike Repairs:
PW 15601 ..... **Old North Jail** - CS1, CS2, CS3, AD1, SP1, SP2, A0, A1, A2, A3, A4, and A5.
PW 15601 ..... **Old Courthouse Annex** - CS1, CS2,CS3, A0, A1, A2, A3, A4, A5, and A6

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
B. In submitting this proposal, the undersigned, agrees to the following:
   01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.
   02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.

Record Storage Facility

03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. **ADDENDA:** The undersigned acknowledges receipt of:

Addenda 1, 2, 3, _____, 20xx initial here CR

7. **CONTRACT TIME:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 270 calendar days

Record Storage Facility ..... Old North Jail

8. **Base Proposal for Painting at Record Storage Facility:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

One hundred Twenty nine Thousand four Hundred Ninety four Dollars and no/100 $ 129,494.00
(Amount written in words governs) (Amount in figures)

9. **Contingency Allowance for Painting at Record Storage Facility:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Six Thousand Four Hundred Seventy four Dollars and no/100 $ 6,474.00
(Amount written in words governs) (Amount in figures)

2nd Floor Annex ..... Old Courthouse Annex

10. **Base Proposal for Painting at the 2nd Floor of the Annex:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Twenty Four Thousand Five Hundred Sixty Six 00/100 Dollars and no/100 $ 24,566.00
(Amount written in words governs) (Amount in figures)

11. **Contingency Allowance for Painting at the 2nd Floor of the Annex:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 10) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

One Thousand Two Hundred Twenty Nine Dollars and no/100 $ 1,229.00
(Amount written in words governs) (Amount in figures)

Record Storage Facility

Hurricane Ike Repairs:

PW 15601 .....Old North Jail and Old Courthouse Annex

12. Base Proposal for Painting associated with PW 15061: The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Twenty two Thousand Three Hundred five 00/100 Dollars and no/100 $ 22,305.00
(Amount written in words governs) (Amount in figures)

13. Contingency Allowance for Painting associated with PW15061: The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

One Thousand One Hundred Fifteen Dollars and no/100 $ 1,115.00
(Amount written in words governs) (Amount in figures)

Painting Package Sub-Totals

14. Overall Sub-Total Base Proposal: The lump sum of items 8,10, and 12 above:

One Hundred Seventy Six Thousand Three Hundred Sixty five Dollars and no/100 $ 176,365.00
(Amount written in words governs) (Amount in figures)

15. Overall Contingency Allowance: The lump sum of items 9,11, and 13 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Eight Thousand Eight Hundred Eighteen Dollars and no/100 $ 8818.00
(Amount written in words governs) (Amount in figures)

Painting Package Total

16. TOTAL: The sum of items **14 and 15** above:

One Hundred Eighty Five Thousand One Hundred Eighty three Dollars & no/100 $ 185,183.00
(Amount written in words governs) (Amount in figures)

17. OH&P FOR CHANGES IN THE WORK:
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10 % Overhead
15 % Profit

Record Storage Facility

Proposers Printed Name: Strommen Painting Enterprises, Inc

Proposers Address: 3503 Quartermon Ct.
Santa Fe, TX 77517

Proposers Phone Number: 409-739-5177

Signatory's Printed Name: Chris Strommen

Signatory's Position/Title: Vice-President

Seal:

Signature: Chr Strommen date 1/29/2014

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal ..... $ 64,814.00

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal ..... $ 120,369.00

TOTAL: (Must agree with Proposal (para. 8) total above) ..... $ 185,183.00

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: Strommen Painting Enterprises, Inc

Proposers Address: 3503 Quartermoon Ct.
Santa Fe, TX 77517

Signatory's Name: Chris Strommen

Signatory's Position/Title: V-President

Signature: Chris Strommen date 1/29/2014

Subscribed and sworn to me on this 29th day of January 2014

Tanya Noble
Notary Public

My Commission expires 8/07/2014

TANYA NOBLE
Notary Public, State of Texas
My Commission Expires
August 07, 2014

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility.....**Old North Jail/Annex**
   Hurricane Ike Repairs:
   PW 15601 .....**Old North Jail - A**
   PW 15601 .....**Old Courthouse Annex - B**
   Hurricane Ike Repairs: not included in this package
   PW 14465.....*Elevator at Old North Jail*
   PW 14498..... *Elevator at Old Courthouse Annex*
   PW 14499..... *Elevators at South Jail Parking Garage*

3. **Architect** J. Dudley Anderson, County Architect

4. **SUBMITTED BY:**

Ardent Construction LLC
Proposer Name

133 N. Friendswood Dr #300
Friendswood, Tx 77546
Proposer Address

713.253.0046
Proposer Phone Number

Lbrowne@ardentcs.com
Proposer e-mail or website

5. **PROPOSAL:** **Package #07 - Painting - RFP #B131028A includes the following:**

• Project Manual:
Volume 2 Division 0 and 1
Volume 2 Section 09900

• Drawing sheets:
Record Storage Facility.. Old North Jail .....CS1, CS2, CS3, A1.2, A1.3, A1.4,A1.5, A1.6, A2.2, A2.3, A2.4, A3.2, A3.3, A3.4, A3.5, A4.0, A5.0, A6.2, A6.3, and A6.4.
2nd Floor Annex ..... **Old Courthouse Annex**..... CS1, CS2, CS3, A0, A1, A2, A3, and A4.

Hurricane Ike Repairs:
PW 15601 ..... **Old North Jail** - CS1, CS2, CS3, AD1, SP1, SP2, A0, A1, A2, A3, A4, and A5.
PW 15601 ..... **Old Courthouse Annex** - CS1, CS2,CS3, A0, A1, A2, A3, A4, A5, and A6

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
B. In submitting this proposal, the undersigned, agrees to the following:
   01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.
   02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.

Record Storage Facility

03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. **ADDENDA:** The undersigned acknowledges receipt of:

Addenda 1, 2, & 3 1/27, 20~~14~~ initial here HB

7. **CONTRACT TIME:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 180 calendar days

Record Storage Facility ..... Old North Jail

8. **Base Proposal for Painting at Record Storage Facility:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

One Hundred Thirty Five Thousand Dollars and no/100 $ 135,000
(Amount written in words governs) (Amount in figures)

9. **Contingency Allowance for Painting at Record Storage Facility:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Six Thousand Seven Hundred Fifty Dollars and no/100 $ 6750
(Amount written in words governs) (Amount in figures)

2nd Floor Annex ..... Old Courthouse Annex

10. **Base Proposal for Painting at the 2nd Floor of the Annex:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Twenty Thousand Dollars and no/100 $ 20,000
(Amount written in words governs) (Amount in figures)

11. **Contingency Allowance for Painting at the 2nd Floor of the Annex:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 10) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

One Thousand Dollars and no/100 $ 1000
(Amount written in words governs) (Amount in figures)

Record Storage Facility

Hurricane Ike Repairs:

PW 15601 .....Old North Jail and Old Courthouse Annex

12. **Base Proposal for Painting associated with PW 15061:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

One Hundred Ten Thousand Dollars and no/100 $ 110,000
(Amount written in words governs) (Amount in figures)

13. **Contingency Allowance for Painting associated with PW15061:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Five Thousand Five Hundred Dollars and no/100 $ 5,500
(Amount written in words governs) (Amount in figures)

Painting Package Sub-Totals

14. **Overall Sub-Total Base Proposal:** The lump sum of items 8,10, and 12 above:

Two Hundred Sixty Five $ 00/100 Dollars and no/100 $ 265,000
(Amount written in words governs) (Amount in figures)

15. **Overall Contingency Allowance:** The lump sum of items 9,11, and 13 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Thirteen Thousand Two Hundred Fifty Dollars and no/100 $ 13,250
(Amount written in words governs) (Amount in figures)

Painting Package Total

16. **TOTAL:** The sum of items **14 and 15** above:

Two Hundred Seventy Eight Thousand Two Hundred Fifty Dollars & no/100 $ 278,250
(Amount written in words governs) (Amount in figures)

17. **OH&P FOR CHANGES IN THE WORK:**
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10 % Overhead
10 % Profit

Record Storage Facility

Proposers Printed Name: Ardent Construction LLC

Proposers Address: 133 N. Friendswood Dr #300
Friendswood, Tx 77546

Proposers Phone Number: 713.253 0046

Signatory's Printed Name: Larry Brown

Signatory's Position/Title: President

Seal:

Signature: date 1/30/14

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal $ 95,400

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal $ 169,600

TOTAL: (Must agree with Proposal (para. 8) total above) $ 265,000

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

Record Storage Facility

SECTION 00104
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for 5% of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for **5%** of the evaluation scoring.

j) The Proposer's attendance at the Pre-Proposal Conference and walk through. This item accounts for **5%** of the evaluation scoring.

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: Ardut Construction LLC

Proposers Address: 133 N. Friendswood Dr. #300
Friendswood, Tx 77546

Signatory's Name: Larry Brown

Signatory's Position/Title: President

Signature: date 1/30/14

Subscribed and sworn to me on this 30 day of January 2014

Notary Public

My Commission expires May 17, 2016

AMANDA NICOLE CORDER
Notary Public, State of Texas
My Commission Expires
May 17, 2016

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

Proposal Number B131028A
Proposal Date - January 28, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility.....**Old North Jail/Annex**
   Hurricane Ike Repairs:
   PW 15601 .....**Old North Jail - A**
   PW 15601 .....**Old Courthouse Annex - B**
   Hurricane Ike Repairs: not included in this package
   PW 14465.....*Elevator at Old North Jail*
   PW 14498.....*Elevator at Old Courthouse Annex*
   PW 14499.....*Elevators at South Jail Parking Garage*

3. **Architect** J. Dudley Anderson, County Architect

4. **SUBMITTED BY:**
   RLN Industries, Inc.
   Proposer Name

   7533 FM 2004
   Hitchcock, TX 77563
   Proposer Address

   409-316-0555
   Proposer Phone Number
   mlackey@rlnindustries.com
   Proposer e-mail or website

5. **PROPOSAL:** **Package #07 - Painting - RFP #B131028A includes the following:**

• Project Manual:
Volume 2 Division 0 and 1
Volume 2 Section 09900

• Drawing sheets:
Record Storage Facility.. Old North Jail .....CS1, CS2, CS3, A1.2, A1.3, A1.4,A1.5, A1.6, A2.2, A2.3, A2.4, A3.2, A3.3, A3.4, A3.5, A4.0, A5.0, A6.2, A6.3, and A6.4.
2nd Floor Annex ..... **Old Courthouse Annex**..... CS1, CS2, CS3, A0, A1, A2, A3, and A4.

Hurricane Ike Repairs:
PW 15601 ..... **Old North Jail** - CS1, CS2, CS3, AD1, SP1, SP2, A0, A1, A2, A3, A4, and A5.
PW 15601 ..... **Old Courthouse Annex** - CS1, CS2,CS3, A0, A1, A2, A3, A4, A5, and A6

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
B. In submitting this proposal, the undersigned, agrees to the following:
   01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.
   02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.

Record Storage Facility

03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. ADDENDA: The undersigned acknowledges receipt of:

Addenda 01.....January 14, 2014 initial here _____
Addenda 0-.....1-21-, 2014 initial here _____

7. CONTRACT TIME: Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 240 calendar days

Record Storage Facility ..... Old North Jail

8. Base Proposal for Painting at Record Storage Facility: The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Two Hundred Eighteen Thousand One Hundred Seventy Seven Dollars and no/100 $ 218,177.00
(Amount written in words governs) (Amount in figures)

9. Contingency Allowance for Painting at Record Storage Facility: The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Ten Thousand Nine Hundred Nine Dollars and no/100 $ 10,909.00
(Amount written in words governs) (Amount in figures)

2nd Floor Annex ..... Old Courthouse Annex

10. Base Proposal for Painting at the 2nd Floor of the Annex: The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Sixty Three Thousand Six Hundred Thirty Five Dollars and no/100 $ 63,635.00
(Amount written in words governs) (Amount in figures)

11. Contingency Allowance for Painting at the 2nd Floor of the Annex: The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 10) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Three Thousand One Hundred Eighty Two Dollars and no/100 $ 3,182.00
(Amount written in words governs) (Amount in figures)

Record Storage Facility

Hurricane Ike Repairs:

PW 15601 .....Old North Jail and Old Courthouse Annex

12. **Base Proposal for Painting associated with PW 15061:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

One Hundred Seventy two Thousand Seven Hundred twenty Five Dollars and no/100 $ 172,725.00
(Amount written in words governs) (Amount in figures)

13. **Contingency Allowance for Painting associated with PW15061:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Eight Thousand Six Hundred Thirty Six Dollars and no/100 $ 8,636.00
(Amount written in words governs) (Amount in figures)

Painting Package Sub-Totals

14. **Overall Sub-Total Base Proposal:** The lump sum of items 8,10, and 12 above:

Four Hundred Fifty Four Thousand Five Hundred Thirty Seven Dollars and no/100 $ 454,537.00
(Amount written in words governs) (Amount in figures)

15. **Overall Contingency Allowance:** The lump sum of items 9,11, and 13 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Twenty two Thousand Seven Hundred twenty Seven Dollars and no/100 $ 22,727.00
(Amount written in words governs) (Amount in figures)

Painting Package Total

16. **TOTAL:** The sum of items **14 and 15** above:

Four Hundred Seventy Seven Thousand Two Hundred Sixty Four Dollars & no/100 $ 477,264.00
(Amount written in words governs) (Amount in figures)

17. **OH&P FOR CHANGES IN THE WORK:**
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10 % Overhead

10 % Profit

Record Storage Facility

Proposers Printed Name: RLN Industries, Inc.

Proposers Address: 7533 FM 2004
Hitchcock, TX 77563

Proposers Phone Number: 409-316-0555

Signatory's Printed Name: Ronda Neumann

Signatory's Position/Title: Ronda Neumann / President

Seal:

Signature: Ronda Neumann date 1/24/14

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal ..... $ N/A

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal ..... $ N/A

TOTAL: (Must agree with Proposal (para. 8) total above) ..... $ N/A

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

Record Storage Facility

SECTION 00104
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for **5%** of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for **5%** of the evaluation scoring.

j) The Proposer's attendance at the Pre-Proposal Conference and walk through. This item accounts for **5%** of the evaluation scoring.

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: RLN Industries, Inc.

Proposers Address: 7533 FM 2004
Hitchcock, TX 77563

Signatory's Name: Ronda Neumann

Signatory's Position/Title: President

Signature: Ronda Neumann date 1/24/14

Subscribed and sworn to me on this 24th day of January

Carolyn Renee Nelson
Notary Public

My Commission expires 4-28-14

CAROLYN RENEE NELSON
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
4-28-2014

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

RFP #B131029A – HVAC MECHANICAL

County Architect

MEMO

Date ..... February 7, 2014

Addressed to:

Rufus Crowder .....Galveston County Purchasing Agent

Project:

Record Storage Facility and Hurricane Ike Repairs at the Old North Jail and Old Courthouse Annex

project #09-009: ..... Proposal # **B131029A** HVAC Package

Item:

One HVAC Contractor responded to the advertisements and staff solicitations for Proposal # **B131029A** HVAC Package on the referenced project.

The proposal review group consisted of:

Dudley Anderson, County Architect
Mike Bell, Associate facilities Director
Volunteer - Tim Krupp
Volunteer - Bill Pitman
Charles Kenworthy, Facilities Director
Lewis Coleman, Constr. Mgr.Agent
Volunteer - Tim Byrom

The review group evaluated the submittals the week of February 3. County staff evaluated the proposals. The volunteers reviewed the process of proposal taking.

The review group recommends Mesa Mechanical, Inc. be awarded the contract for the HVAC Trade Package Proposal # **B131029A** on the referenced project.

Prior to this proposal Mesa Mechanical, Inc. has successfully accomplished HVAC work for Galveston County at the 722 Moody campus. Galveston County has been satisfied with that work and their cooperative efforts to complete projects.

Their proposal totaled $1,607,865.00.

Dudley Anderson, County Architect
attached - Proposal Tabulation forms

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131029A - Mechanical (HVAC) Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: Team Average	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5.00	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$1,607,865											
est $1,285,944																	
Mesa Mechanical, Inc.	Y	Y	Y	Y	Rating	$1,607,865	98	95	95	98	80	70	88	?	25	100	
					Grading Score	50.00	4.88	4.75	4.75	4.88	4.00	3.50	4.38	1	1.25	5.00	88.63

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131029A - Mechanical (HVAC) Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: J. Dudley Anderson	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
Lowest Base proposal						$1,607,865											
est $1,285,944																	
Mesa Mechanical, Inc.	Y	Y	Y	Y	Rating	$1,607,865	90	80	80	90	80	0	90	?	0	100	
					Grading Score	50.00	4.50	4.00	4.00	4.50	4.00	0.00	4.50	0.00	0.00	5.00	80.50

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131029A - Mechanical (HVAC) Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: C Kenworthy	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$1,607,865											
est $1,285,944																	
Mesa Mechanical, Inc.	Y	Y	Y	Y	Rating	$1,607,865	100	100	100	100	100	100	100	1.00	0	100	
					Grading Score	50.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	0.00	0.00	5.00	90.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131029A - Mechanical (HVAC) Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: M Bell	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$1,607,865											
est $1,285,944																	
Mesa Mechanical, Inc.	Y	Y	Y	Y	Rating	$1,607,865	100	100	100	100	60	80	80	0.00	0	100	
					Grading Score	50.00	5.00	5.00	5.00	5.00	3.00	4.00	4.00	0.00	0.00	5.00	86.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131029A - Mechanical (HVAC) Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: L Coleman	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$1,607,865											
est $1,285,944																	
Mesa Mechanical, Inc.	Y	Y	Y	Y	Rating	$1,607,865	100	100	100	100	80	100	80	1.00	100	100	
					Grading												
					Score	50.00	5.00	5.00	5.00	5.00	4.00	5.00	4.00	5.00	5.00	5.00	98.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Number B131029A
Proposal Date - January 28, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility ..... **Old North Jail**
   2nd Floor Annex ..... **Old Courthouse Annex**
   Hurricane Ike Repairs:
   PW 15601 ..... **Old North Jail - A**
   PW 15601 ..... **Old Courthouse Annex - B**
   Hurricane Ike Repairs not included in this package:
   PW 14465 ..... *Elevator at Old North Jail*
   PW 14498 ..... *Elevator at Old Courthouse Annex*
   PW 14499 ..... *Elevators at South Jail Parking Garage*

3. **Architect** J. Dudley Anderson, County Architect

4. **SUBMITTED BY:**
   Mesa Mechanical Inc.
   Proposer Name
   Timmon LaFleur

   3514 Pinemont

   Houston Tx, 77018
   Proposer Address

   713-681-5300
   Proposer Phone Number
   timmon@mesamechanical.com
   Proposer e-mail or website

5. **PROPOSAL: Package #11 Mechanical - RFP #B131029A**

• Project Manual

Volume 2 - Proposal Documents, Agreement between Galveston County and Contractor, General Terms and Conditions of the Agreement, and Division 1.
Volume 3 - Division 15

• Drawing sheets:

Record Storage Facility.. Old North Jail ..... CS1, CS2, CS3, M0.01, M1.2, M1.3, M1.4, M1.5, M2.1, M3.1, M3.2, M4.1, 5.1, and M5.2
2nd Floor ..... **Old Courthouse Annex**..... CS1, CS2, CS3, M0.0, M1.01, M2.01, and M3.01
Hurricane Ike Repairs:
PW 15601 ..... **Old North Jail - A** ..... CS1, CS2, CS3, M0.01, M1.1, M2.1, M3.1, M3.2, M4.1, M5.1, and M5.2
PW 15601 ..... **Old Courthouse Annex - B** ..... CS1, CS2,CS3, M0.01, M1.01, M2.01, and M3.01

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
B. In submitting this proposal, the undersigned, agrees to the following:

Record Storage Facility

01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.
02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
   01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. **ADDENDA:** The undersigned acknowledges receipt of:

Addenda 1 ..... January 14, 2014 initial here _____
Addenda 2 ..... *Jan. 21*, 2014 initial here _____
Addenda 3 ..... January 27, 2014 initial here _____

7. **CONTRACT TIME:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within *180* calendar days

Record Storage Facility ..... Old North Jail

8. **Base Proposal for Mechanical systems at Record Storage Facility:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Six Hundred Seventy Eight Thousand Dollars and no/100 $ *678,000.00*
(Amount written in words governs) (Amount in figures)

9. **Contingency Allowance for Mechanical systems at Record Storage Facility:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Thirty Three Thousand Nine Hundred Dollars and no/100 $ *33,900.00*
(Amount written in words governs) (Amount in figures)

2nd Floor Annex ..... Annex

10. **Base Proposal for Mechanical systems at the 2nd Floor of the Annex:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Two Hundred Seventy Four Thousand Dollars and no/100 $ *274,000.00*

Record Storage Facility

(Amount written in words governs) (Amount in figures)

11. **Contingency Allowance for Mechanical systems at the 2nd Floor of the Annex:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 10) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Thirteen Thousand Seven Hundred Dollars and no/100 $ ***13,700.00***
(Amount written in words governs) (Amount in figures)

Hurricane Ike Repairs:

PW 15601 .....Old North Jail and Old Courthouse Annex

12. **Base Proposal for Mechanical systems associated with PW 15061:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Five Hundred Seventy Nine Thousand Three Hundred Dollars and no/100 $ ***579,300.00***
(Amount written in words governs) (Amount in figures)

13. **Contingency Allowance for Mechanical systems associated with PW15061:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Twenty Eight Thousand Nine Hundred Sixty Five Dollars and no/100 $ ***28,965.00***
(Amount written in words governs) (Amount in figures)

Mechanical Package Sub-Totals

14. **Overall Sub-Total Base Proposal:** The lump sum of items 8,10, and 12 above:

One Million Five Hundred Thirty One Thousand Three Hundred Dollars and no/100 $ ***1,531,300.00***
(Amount written in words governs) (Amount in figures)

15. **Overall Contingency Allowance:** The lump sum of items 9,11, and 13 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Seventy Six Thousand Five Hundred Sixty Five Dollars and no/100 $ ***76,565.00***
(Amount written in words governs) (Amount in figures)

Mechanical Package Total

16. **TOTAL:** The sum of items **20 and 21** above:

One Million Six Hundred Seven Thousand Eight Hundred Sixty Five Dollars & no/100 $ ***1,607,865.00***
(Amount written in words governs) (Amount in figures)

Record Storage Facility

17. OH&P FOR CHANGES IN THE WORK:
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

14 % Overhead

14 % Profit

Proposers Printed Name: *Mesa Mechanical Inc.*

Proposers Address: *3514 Pinemont Houston Texas, 77018*

Proposers Phone Number *713-681-3500*

Signatory's Printed Name: *Gerald V. Busch*

Signatory's Position/Title: *President*

Seal:

Signature: date *1/31/14*

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal $ *857,528.00*

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal $ *673,772.00*

TOTAL: (Must agree with Proposal (para. 8) total above) $ *1,531,300.00*

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

Record Storage Facility

SECTION 00104
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for 5% of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for **5%** of the evaluation scoring.

j) The Proposer's attendance at the Pre-Proposal Conference and walk through. This item accounts for **5%** of the evaluation scoring.

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: *Mesa Mechanical Inc.*

Proposers Address: *3514 Pinemont Houston Texas, 77018*

Signatory's Name: *Gerald V. Busch*

Signatory's Position/Title: *President*

Signature: date *1/31/14*

Subscribed and sworn to me on this 31ST day of JANUARY 2014

Notary Public

My Commission expires 3-7-2017

ASHLEIGH MARGARET HASKELL
NOTARY PUBLIC
STATE OF TEXAS
MY COMM. EXP. 3-7-2017

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

RFP #B131030A – ELECTRICAL

County Architect

MEMO

Date ..... February 7, 2014

Addressed to:

Rufus Crowder .....Galveston County Purchasing Agent

Project:

Record Storage Facility and Hurricane Ike Repairs at the Old North Jail and Old Courthouse Annex

project #09-009: ..... Proposal # **B131030A** Electric Package

Item:

Two Electrical Contractors responded to the advertisements and staff solicitations for Proposal # **B131030A** Electric Package on the referenced project.

The proposal review group consisted of:

Dudley Anderson, County Architect
Mike Bell, Associate facilities Director
Volunteer - Tim Krupp
Volunteer - Bill Pitman
Charles Kenworthy, Facilities Director
Lewis Coleman, Constr. Mgr.Agent
Volunteer - Tim Byrom

The review group evaluated the submittals the week of February 3. County staff evaluated the proposals. The volunteers reviewed the process of proposal taking.

The review group recommends KenMor Electric Co., LP be awarded the contract for the Electric Trade Package Proposal # **B131030A** on the referenced project.

KenMor Electric Co., LP is based in Galveston County. Prior to this proposal they have successfully accomplished electric work for Galveston County on the Justice Center and the 722 Moody campus. Galveston County has been satisfied with that work and their cooperative efforts to complete projects.

Their proposal totaled $1,053,208.00. Negotiations for the best and final offer are underway.

Dudley Anderson, County Architect
attached - Proposal Tabulation forms

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131030A - Electric Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: Team Average						50	5	5	5	5	5	5	5	5.00	5	5	100
	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$1,053,208											
est $1,671,560																	
KenMor Electric Co. LP	Y	Y	Y	Y	Rating	$1,053,208	98	93	93	93	93	95	98		95	0	
					Grading Score	50.00	4.88	4.63	4.63	4.63	4.63	4.75	4.88	5	4.75	0.00	92.75
Crescent Electric	Y	Y	Y	Y	Rating	$1,361,196	98	93	93	93	93	95	98		95	100	
					Grading Score	38.69	4.88	4.63	4.63	4.63	4.63	4.75	4.88	5	4.75	5.00	86.44

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131030A - Electric Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: J. Dudley Anderson	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$1,053,208											
est $1,671,560																	
KenMor Electric Co. LP	Y	Y	Y	Y	Rating	$1,053,208	90	90	90	90	90	100	90	1.00	100	0	
					Grading Score	50.00	4.50	4.50	4.50	4.50	4.50	5.00	4.50	5.00	5.00	0.00	92.00
Crescent Electric	Y	Y	Y	Y	Rating	$1,361,196	90	90	90	90	90	100	90	1.00	100	100	
					Grading Score	38.69	4.50	4.50	4.50	4.50	4.50	5.00	4.50	5.00	5.00	5.00	85.69

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

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No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131030A - Electric Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: C Kenworthy	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$1,053,208											
est $1,671,560																	
KenMor Electric Co. LP	Y	Y	Y	Y	Rating	$1,053,208	100	100	100	100	100	100	100	1.00	100	0	
					Grading Score	50.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	0.00	95.00
Crescent Electric	Y	Y	Y	Y	Rating	$1,361,196	100	100	100	100	100	100	100	1.00	100	100	
					Grading Score	38.69	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	88.69

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

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No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131030A - Electric Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: M Bell	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$1,053,208											
est $1,671,560																	
KenMor Electric Co. LP	Y	Y	Y	Y	Rating	$1,053,208	100	100	100	100	100	100	100	1.00	100	0	
					Grading Score	50.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	0.00	95.00
Crescent Electric	Y	Y	Y	Y	Rating	$1,361,196	100	100	100	100	100	100	100	1.00	100	100	
					Grading Score	38.69	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	88.69

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

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No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131030A - Electric Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: L Coleman	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$1,053,208											
est $1,671,560																	
KenMor Electric Co. LP	Y	Y	Y	Y	Rating	$1,053,208	100	80	80	80	80	80	100	1.00	80	0	
					Grading Score	50.00	5.00	4.00	4.00	4.00	4.00	4.00	5.00	5.00	4.00	0.00	89.00
Crescent Electric	Y	Y	Y	Y	Rating	$1,361,196	100	80	80	80	80	80	100	1.00	80	100	
					Grading Score	38.69	5.00	4.00	4.00	4.00	4.00	4.00	5.00	5.00	4.00	5.00	82.69

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
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No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Number B131030A
Proposal Date - January 28, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility.....**Old North Jail**
   Hurricane Ike Repairs:
   PW 15601 .....**Old North Jail - A**
   PW 15601 .....**Old Courthouse Annex - B**
   Hurricane Ike Repairs not included in this package:
   PW 14465 ..... *Elevator at Old North Jail*
   PW 14498 ..... *Elevator at Old Courthouse Annex*
   PW 14499 ..... *Elevators at South Jail Parking Garage*

3. **Architect** J. Dudley Anderson, County Architect

4. **SUBMITTED BY:**
   KenMor Electric Company, LP
   Proposer Name
   401 FM 517 West, Suite A
   Dickinson, Texas 77539
   Proposer Address
   281-337-4100
   Proposer Phone Number
   joe.jephson@kenmor.com
   Proposer e-mail or website

5. **PROPOSAL:** **Package #12- Electrical - RFP #B131030**

• Project Manual:
Volume 2 Proposal Documents, Agreement between Galveston County and Contractor, General Terms and Conditions of the Agreement, and Division 1
Volume 3 Section 13851
Volume 3 Division 16.

• Drawing sheets:
Record Storage Facility.. Old North Jail ..... CS1, CS2, CS3, E0.0, E1.2, E1.3, E1.4, E1.5, E2.2, E2.3, E2.4, E2.5, E4.0, E4.1, E4.2, and E4.3.
2nd Floor Annex ..... **Annex** .....CS1, CS2, CS3, E0.01, E2.01, E2.02, E3.01, E3.02, E3.03, and E3.04

Hurricane Ike Repairs:
PW 15601 ..... **Old North Jail - A** .....CS1, CS2, CS3, AD1, SP1, SP2, E0.0, ELP.01, E1.1, E2.1, E2.2, E2.4, E4.0, E4.1, E4.2, and E4.3.
PW 15601 ..... **Old Courthouse Annex - B** ..... CS1, CS2, CS3, E0.01, E2.01, E2.02, E3.01, E3.02, E3.03, and E3.04.

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
B. In submitting this proposal, the undersigned, agrees to the following:

Record Storage Facility

01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.
02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
   01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. ADDENDA: The undersigned acknowledges receipt of:

Addenda 1 ..... January 14, 2014 initial here
Addenda 2 ..... _____, 2014 initial here
Addenda 3 ..... _____2014 initial here _____

7. CONTRACT TIME: Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 280 _____calendar days

Record Storage Facility ..... Old North Jail

8. Base Proposal for Electrical at Record Storage Facility: The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Three hundred fifty six thousand one hundred ten dollars & 00 cents Dollars and no/100 $ 356,110.00
(Amount written in words governs) (Amount in figures)

9. Contingency Allowance for Electrical at Record Storage Facility: The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Seventeen thousand eight hundred five dollars & 00 cents Dollars and no/100 $ 17,805.00
(Amount written in words governs) (Amount in figures)

Record Storage Facility

2nd Floor Annex.....Annex

10. **Base Proposal for Electrical at the 2nd Floor of the Annex:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Fifty four thousand nine hundred seventy dollars & 00 cents Dollars and no/100 $ 54,970
(Amount written in words governs) (Amount in figures)

11. **Contingency Allowance for Electrical at the 2nd Floor of the Annex:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 10) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Two thousand seven hundred forty nine dollars & 00 cents Dollars and no/100 $ 2,749.00
(Amount written in words governs) (Amount in figures)

Hurricane Ike Repairs:

PW 15601 .....Old North Jail and Old Courthouse Annex

12. **Base Proposal for Electrical associated with PW 15061:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Five hundred ninety one thousand nine hundred seventy six dollars $ 00 cents Dollars and no/100 $ 591,976.00
(Amount written in words governs) (Amount in figures)

13. **Contingency Allowance for Electrical associated with PW15061:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Twenty nine thousand five hundred ninety eight dollars & 00 cents Dollars and no/100 $ 29,598.00
(Amount written in words governs) (Amount in figures)

Electrical Package Sub-Totals

14. **Overall Sub-Total Base Proposal:** The lump sum of items 8,10, and 12 above:

One million three thousand fifty six dollars & 00 cents Dollars and no/100 $ 1,003,056.00
(Amount written in words governs) (Amount in figures)

15. **Overall Contingency Allowance:** The lump sum of items 9,11, and 13 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Fifty thousand one hundred fifty two dollars & 00 cents Dollars and no/100 $ 50,152.00
(Amount written in words governs) (Amount in figures)

Record Storage Facility

Electrical Package Total

16. TOTAL: The sum of items **14 and 15** above:

One million fifty three thousand two hundred eight dollars & 00 cents Dollars & no/100 $ 1,053,208.00
(Amount written in words governs) (Amount in figures)

17. OH&P FOR CHANGES IN THE WORK:
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10 % Overhead

5 % Profit

Record Storage Facility

Proposers Printed Name: KenMor Electric Company, LP

Proposers Address: 401 FM 517 West, Suite A

Dickinson, Texas 77539

Proposers Phone Number: 281-337-4100

Signatory's Printed Name: Joe Jephson

Signatory's Position/Title: Galveston Division Manager

Seal:

Signature: Joe Jephson date 1-31-14

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal ..... $ 362,081.00

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal ..... $ 640,975.00

TOTAL: (Must agree with Proposal (para. 8) total above) ..... $ 1,003,056.00

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

Record Storage Facility

SECTION 00104
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for **5%** of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for **5%** of the evaluation scoring.

j) The Proposer's attendance at the Pre-Proposal Conference and walk through. This item accounts for **5%** of the evaluation scoring.

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: KenMor Electric Company, LP

Proposers Address: 401 FM 517 West, Suite A

Dickinson, Texas 77539

Signatory's Name: Joe Jephson

Signatory's Position/Title: Galveston Division Manager

Signature: Joe Jephson date 1-31-14

Subscribed and sworn to me on this 31st day of January 2014

Amy Keller
Notary Public

My Commission expires July 31, 2015

AMY KELLER NOTARY PUBLIC STATE OF TEXAS EXPIRES 07-31-2015

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

Proposal Number B131030A
Proposal Date - January 28, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility.....**Old North Jail**
   Hurricane Ike Repairs:
   PW 15601 .....**Old North Jail - A**
   PW 15601 .....**Old Courthouse Annex - B**
   Hurricane Ike Repairs not included in this package:
   PW 14465.....*Elevator at Old North Jail*
   PW 14498.....*Elevator at Old Courthouse Annex*
   PW 14499.....*Elevators at South Jail Parking Garage*

3. **Architect** J. Dudley Anderson, County Architect

4. **SUBMITTED BY:** Crescent Engineering Co Inc dba Crescent Electric
   Proposer Name
   1319 First St.
   PO Box 36
   LaMarque, TX 77568
   Proposer Address
   409 935 2416
   Proposer Phone Number
   crescentelectric@comcast.net
   Proposer e-mail or website

5. **PROPOSAL:** **Package #12- Electrical - RFP #B131030**

• Project Manual:
Volume 2 Proposal Documents, Agreement between Galveston County and Contractor, General Terms and Conditions of the Agreement, and Division 1
Volume 3 Section 13851
Volume 3 Division 16.

• Drawing sheets:
Record Storage Facility.. Old North Jail ..... CS1, CS2, CS3, E0.0, E1.2, E1.3, E1.4, E1.5, E2.2, E2.3, E2.4, E2.5, E4.0, E4.1, E4.2, and E4.3.
2nd Floor Annex..... **Annex**.....CS1, CS2, CS3, E0.01, E2.01, E2.02, E3.01, E3.02, E3.03, and E3.04

Hurricane Ike Repairs:
PW 15601 ..... **Old North Jail - A**.....CS1, CS2, CS3, AD1, SP1, SP2, E0.0, ELP.01, E1.1, E2.1, E2.2, E2.4, E4.0, E4.1, E4.2, and E4.3.
PW 15601 ..... **Old Courthouse Annex - B**..... CS1, CS2, CS3, E0.01, E2.01, E2.02, E3.01, E3.02, E3.03, and E3.04.

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
B. In submitting this proposal, the undersigned, agrees to the following:

Record Storage Facility

01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.
02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
   01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. ADDENDA: The undersigned acknowledges receipt of:

Addenda 1 ..... January 14, 2014 initial here GM
Addenda 2 ..... 1-21, 2014 initial here GM
Addenda 3 ..... 1-27-14 initial here GM

7. CONTRACT TIME: Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within _____ calendar days

Record Storage Facility ..... Old North Jail

8. Base Proposal for Electrical at Record Storage Facility: The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Four Hundred Ninety Seven Thousand Seventy Six Dollars and no/100 $497,076.-
(Amount written in words governs) (Amount in figures)

9. Contingency Allowance for Electrical at Record Storage Facility: The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Twenty Four Thousand Eight Hundred Fifty Four Dollars and no/100 $ 24,854.-
(Amount written in words governs) (Amount in figures)

Record Storage Facility

2nd Floor Annex.....Annex

10. **Base Proposal for Electrical at the 2nd Floor of the Annex:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Ninety Three Thousand Sixteen ——— Dollars and no/100 $ 93,016.—
(Amount written in words governs) (Amount in figures)

11. **Contingency Allowance for Electrical at the 2nd Floor of the Annex:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 10) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Four Thousand Six Hundred Fifty One ——— Dollars and no/100 $ 4,651.—
(Amount written in words governs) (Amount in figures)

Hurricane Ike Repairs:

PW 15601 .....Old North Jail and Old Courthouse Annex

12. **Base Proposal for Electrical associated with PW 15061:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Seven Hundred Six Thousand Two Hundred Eighty Five ——— Dollars and no/100 $ 706,285.—
(Amount written in words governs) (Amount in figures)

13. **Contingency Allowance for Electrical associated with PW15061:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Thirty Five Thousand Three Hundred Fourteen ——— Dollars and no/100 $ 35,314.—
(Amount written in words governs) (Amount in figures)

Electrical Package Sub-Totals

14. **Overall Sub-Total Base Proposal:** The lump sum of items 8,10, and 12 above:

One Million Two Hundred Ninety Six Thousand Three Hundred Seventy Seven Dollars and no/100 $ 1,296,377.—
(Amount written in words governs) (Amount in figures)

15. **Overall Contingency Allowance:** The lump sum of items 9,11, and 13 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Sixty Four Thousand Eight Hundred Nineteen Dollars and no/100 $ 64,819.—
(Amount written in words governs) (Amount in figures)

Record Storage Facility

Electrical Package Total

16. TOTAL: The sum of items **14 and 15** above:

One Million Three Hundred Sixty One Thousand One Hundred Ninety Six Dollars & no/100 $ 1,361,196.-
(Amount written in words governs) (Amount in figures)

17. OH&P FOR CHANGES IN THE WORK:
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10 % Overhead

5 % Profit

Proposal Number B131030A
Proposal Date - January 28, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

Proposers Printed Name: Crescent Engineering Co Inc dba Crescent Electric

Proposers Address: 1319 First St. PO Box 36
La Marque, TX 77568

Proposers Phone Number: 409 935 2416

Signatory's Printed Name: Grady Mack

Signatory's Position/Title: President

Seal:

Signature: [signature] date 1-30-14

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal ..... $ 674,116.-

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal ..... $ 622,261.-

TOTAL: (Must agree with Proposal (para. 8) total above) ..... $ 1,296,377.-

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: Crescent Engineering Co Inc dba Crescent Electric

Proposers Address: 1319 First St P.O. Box 36
La Marque, TX 77568

Signatory's Name: Grady Mack

Signatory's Position/Title: President

Signature: [signature] date 1-30-14

Subscribed and sworn to me on this 30th day of January 2014

[signature]
Notary Public

My Commission expires 9-11-14

TERESA S. GONZALES
Notary Public, State of Texas
My Commission Expires
September 11, 2014

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

Record Storage Facility

SECTION 00104
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for **5%** of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for **5%** of the evaluation scoring.

j) The Proposer's attendance at the Pre-Proposal Conference and walk through. This item accounts for **5%** of the evaluation scoring.

RFP #B131031A – PLUMBING

County Architect

MEMO

Date ..... February 7, 2014

Addressed to:

Rufus Crowder .....Galveston County Purchasing Agent

Project:

Record Storage Facility and Hurricane Ike Repairs at the Old North Jail and Old Courthouse Annex

project #09-009: ..... Proposal # **B131031A** Plumbing Package

Item:

One Plumbing Contractor responded to the advertisements and staff solicitations for Proposal # **B131031A** Plumbing Package on the referenced project.

The proposal review group consisted of:

Dudley Anderson, County Architect
Mike Bell, Associate facilities Director
Volunteer - Tim Krupp
Volunteer - Bill Pitman
Charles Kenworthy, Facilities Director
Lewis Coleman, Constr. Mgr.Agent
Volunteer - Tim Byrom

The review group evaluated the submittal the week of February 3. County staff evaluated the proposal. The volunteers reviewed the process of proposal taking.

The review group recommends Mitchell Chuoke Plumbing, Inc. be awarded the contract for the Plumbing Package Proposal # **B131031A** on the referenced project.

Mitchell Chuoke Plumbing, Inc. is based in Galveston County. Prior to this proposal they have successfully accomplished plumbing work for Galveston County on the Justice Center, Animal Resource Center, Mid County Annex, and the 722 Moody campus. Galveston County has been satisfied with that work and their cooperative efforts to complete projects.

Their proposal totaled $522,629.00. Negotiations for the best and final offer are underway.

Dudley Anderson, County Architect
attached - Proposal Tabulation forms

W:\Architecture\0 PROJECTS\09-009 Records Storage - Annex\00 AP - Fees-Invoices-Expenses\Construction\Mitchell Chouke Plumbing\Memo-B131031A- plumbing Recommendation-2.doc **Page 1 of 1**

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131031A - Plumbing Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: Team Average						50	5	5	5	5	5	5	5	5.00	5	5	100
	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$522,629											
est $386,812																	
Mitchell Chuoke Plumbing, Inc.	Y	Y	Y	Y	Rating	$522,629	100	98	93	93	93	100	98	0.82	100	100	
					Grading												
					Score	50.00	5.00	4.88	4.63	4.63	4.63	5.00	4.88	5.00	5.00	5.00	98.63

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131031A - Plumbing Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: J. Dudley Anderson	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
						50	5	5	5	5	5	5	5	5	5	5	100
Lowest Base proposal						$522,629											
est $386,812																	
Mitchell Chuoke Plumbing, Inc.	Y	Y	Y	Y	Rating	$522,629	100	90	90	90	90	100	90	0.82	100	100	
					Grading Score	50.00	5.00	4.50	4.50	4.50	4.50	5.00	4.50	5.00	5.00	5.00	97.50

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

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No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131031A - Plumbing Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: C Kenworthy	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
						50	5	5	5	5	5	5	5	5	5	5	100
Lowest Base proposal						$522,629											
est $386,812																	
Mitchell Chuoke Plumbing, Inc.	Y	Y	Y	Y	Rating	$522,629	100	100	100	100	100	100	100	0.82	100	100	
					Grading Score	50.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	100.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

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What we want	90	Quality Work and willingly contributes to the team effort
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No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131031A - Plumbing Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: M Bell	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$522,629											
est $386,812																	
Mitchell Chuoke Plumbing, Inc.	Y	Y	Y	Y	Rating	$522,629	100	100	100	100	100	100	100	0.82	100	100	
					Grading Score	50.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	100.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

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No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131031A - Plumbing Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: L Coleman	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$522,629											
est $386,812																	
Mitchell Chuoke Plumbing, Inc.	Y	Y	Y	Y	Rating	$522,629	100	100	80	80	80	100	100	0.82	100	100	
					Grading Score	50.00	5.00	5.00	4.00	4.00	4.00	5.00	5.00	5.00	5.00	5.00	97.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
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No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Number B131031A
Proposal Date - January 21, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility ..... **Old North Jail**
   Hurricane Ike Repairs:
   PW 15601 ..... **Old North Jail - A**
   PW 15601 ..... **Old Courthouse Annex - B**
   Hurricane Ike Repairs not included in this package:
   PW 14465 ..... *Elevator at Old North Jail*
   PW 14498 ..... *Elevator at Old Courthouse Annex*
   PW 14499 ..... *Elevators at South Jail Parking Garage*

3. **Architect** J. Dudley Anderson, County Architect

4. **SUBMITTED BY:**

   Mitchell Chuoke Plumbing, Inc.
   Proposer Name

   5801 Broadway

   Galveston, TX 77551
   Proposer Address

   409-744-4465
   Proposer Phone Number

   mitchell@chuoke.com
   Proposer e-mail or website

5. **PROPOSAL: Package #10 - Plumbing - RFP #B131031A**

• Project Manual

Volume 2 Proposal Documents, Agreement between Galveston County and Contractor, General Terms and Conditions of the Agreement, and Division 1.
Volume 3 Division 15

• Drawing sheets:

Record Storage Facility Old North Jail CS1, CS2, CS3, P0.1, P1.2, P1.3, P1.4, P1.5, P2.1, P3.2, P4.1

Hurricane Ike Repairs:
PW 15601 ..... **Old North Jail - A** CS1, CS2, CS3, P0.0, P1.1, P2.1, P3.2, P4.1
PW 15601 ..... **Old Courthouse Annex - B** ..... CS1, CS2, CS3, P0.0, P1.0, and P1.1

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
B. In submitting this proposal, the undersigned, agrees to the following:
   01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.
   02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.

Record Storage Facility

03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. ADDENDA: The undersigned acknowledges receipt of:

Addenda 1 ..... Jan. 15, 2013 ~~x~~ 4 initial here
Addenda 2 ..... Jan. 21, 2013 ~~x~~ 4 initial here
Addenda 3 Jan. 27 2014 initial here

7. CONTRACT TIME: Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 135 calendar days

Record Storage Facility ..... Old North Jail

8. Base Proposal for Plumbing at Record Storage Facility: The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

One hundred forty eight thousand, two hundred Dollars and no/100 $ 148,217.00
(Amount written in words governs) seventeen dollars and no cents (Amount in figures)

9. Contingency Allowance for Plumbing at Record Storage Facility: The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Seven thousand four hundred twelve dollars and Dollars and no/100 $ 7,412.00
(Amount written in words governs) no cents (Amount in figures)

Record Storage Facility

Hurricane Ike Repairs:

PW 15601 .....Old North Jail and Old Courthouse Annex

10. Base Proposal for Plumbing associated with PW 15061: The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Three hundred forty nine thousand five hundred Dollars and no/100 $ 349,525.00
(Amount written in words governs) twenty five dollars and no cents (Amount in figures)

11. Contingency Allowance for Plumbing associated with PW15061: The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Seventeen thousand four hundred seventy six Dollars and no/100 $ 17,476.00
(Amount written in words governs) dollars and no cents (Amount in figures)

Plumbing Package Sub-Totals

12. Overall Sub-Total Base Proposal: The lump sum of items 8 and 10 above:

Four hundred ninety seven thousand seven hundred Dollars and no/100 $ 497,742.00
(Amount written in words governs) forty two dollars and no cents (Amount in figures)

13. Overall Contingency Allowance: The lump sum of items 9 and 11 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Twenty four thousand eight hundred eighty seven Dollars and no/100 $ 24,887.00
(Amount written in words governs) dollars and no cents (Amount in figures)

Plumbing Package Total

14. TOTAL: The sum of items **12 and 13** above:

Five hundred twenty two thousand six hundred Dollars & no/100 $ 522,629.00
(Amount written in words governs) twenty nine dollars and no cents (Amount in figures)

15. OH&P FOR CHANGES IN THE WORK:
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10 % Overhead

5 % Profit

Proposal Number B131031A
Proposal Date - January 21, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

Proposers Printed Name: Mitchell Chuoke Plumbing, Inc.

Proposers Address: 5801 Broadway Street

Galveston, TX 77551

Proposers Phone Number 409-744-4465

Signatory's Printed Name: Mitchell Chuoke, Jr.

Signatory's Position/Title: President

Seal:

Signature: date 1/31/2014

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal $ 152,142.00

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal $ 345,600.00

TOTAL: (Must agree with Proposal (para. 8) total above) $ 497,742.00

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

SECTION 00104
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for **5%** of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for **5%** of the evaluation scoring.

j) The Proposer's attendance at the Pre-Proposal Conference and walk through. This item accounts for **5%** of the evaluation scoring.

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: Mitchell Chuoke Plumbing, Inc.

Proposers Address: 5801 Broadway Street

Galveston, TX 77551

Signatory's Name: Mitchell Chuoke, Jr.

Signatory's Position/Title: President

Signature: ..... date 1/31/2014

Subscribed and sworn to me on this 31 day of January, 2014

Notary Public

My Commission expires 2/22/2017

NOTARY PUBLIC STATE OF TEXAS
JULIA A GHIRARDI
Notary Public
State of Texas
My Comm. Exp. 2/22/2017

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

RFP #B131032A – FIRE SUPPRESSION

County Architect

MEMO

Date ..... February 7, 2014

Addressed to:

Rufus Crowder .....Galveston County Purchasing Agent

Project:

Record Storage Facility and Hurricane Ike Repairs at the Old North Jail and Old Courthouse Annex

project #09-009: ..... Proposal # **B131032A** Fire Sprinkler Package

Item:

One Fire Sprinkler Simplex Grinnell responded to the advertisements and staff solicitations for Proposal # **B131032A** Fire Sprinkler Package on the referenced project.

The proposal review group consisted of:

Dudley Anderson, County Architect
Mike Bell, Associate facilities Director
Volunteer - Tim Krupp
Volunteer - Bill Pitman
Charles Kenworthy, Facilities Director
Lewis Coleman, Constr. Mgr. Agent
Volunteer - Tim Byrom

The review group evaluated the submittal the week of February 3. County staff evaluated the proposal. The volunteers reviewed the process of proposal taking.

The review group recommends Simplex Grinnell be awarded the contract for the Fire Sprinkler Package Proposal # **B131032A** on the referenced project.

Their proposal totaled $356,538.00.

Dudley Anderson, County Architect
attached - Proposal Tabulation forms

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131032A - Fire Sprinkler Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: Team Average	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5.00	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$356,538											
est $417,890																	
Simplex Grinnell	Y	Y	Y	Y	Rating	$356,538	83	93	93	93	93	95	93	#VALUE!	75	25	
					Grading Score	50.00	4.13	4.63	4.63	4.63	4.63	4.75	4.63	1	3.75	1.25	88.25

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131032A - Fire Sprinkler Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: J. Dudley Anderson	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$356,538											
est $417,890																	
Simplex Grinnell	Y	Y	Y	Y	Rating	$356,538	90	90	90	90	90	100	90	NA	100	0	
					Grading Score	50.00	4.50	4.50	4.50	4.50	4.50	5.00	4.50	0.00	5.00	0.00	87.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

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No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
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No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131032A - Fire Sprinkler Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: C Kenworthy	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
						50	5	5	5	5	5	5	5	5	5	5	100
Lowest Base proposal						$356,538											
est $417,890																	
Simplex Grinnell	Y	Y	Y	Y	Rating	$356,538	60	100	100	100	100	100	100	1.00	60	0	
					Grading Score	50.00	3.00	5.00	5.00	5.00	5.00	5.00	5.00	0.00	3.00	0.00	86.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

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No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131032A - Fire Sprinkler Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: M Bell	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$356,538											
est $417,890																	
Simplex Grinnell	Y	Y	Y	Y	Rating	$356,538	100	100	100	100	100	100	100	0.00	80	0	
					Grading Score	50.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	0.00	4.00	0.00	89.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

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No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B131032A - Fire Sprinkler Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: L Coleman	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$356,538											
est $417,890																	
Simplex Grinnell	Y	Y	Y	Y	Rating	$356,538	80	80	80	80	80	80	80	1.00	60	100	
					Grading Score	50.00	4.00	4.00	4.00	4.00	4.00	4.00	4.00	5.00	3.00	5.00	91.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

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No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Number B131032A
Proposal Date - January 21, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility.....**Old North Jail**
   Hurricane Ike Repairs:
   PW 15601 .....**Old North Jail - A**
   PW 15601 .....**Old Courthouse Annex - B**
   Hurricane Ike Repairs not included in this package:
   PW 14465.....*Elevator at Old North Jail*
   PW 14498.....*Elevator at Old Courthouse Annex*
   PW 14499.....*Elevators at South Jail Parking Garage*

3. **Architect** J. Dudley Anderson, County Architect

4. **SUBMITTED BY:**
   Simplex Grinnell
   Proposer Name
   8323 W. Eldridge Pkwy
   Ste. 120
   Houston, TX 77041
   Proposer Address
   (281) 671-3300
   Proposer Phone Number
   www.simplexgrinnell.com
   Proposer e-mail or website

5. **PROPOSAL:** **Package #09 - Fire Sprinkler - RFP #B131032A includes the following:**

• Project Manual
Volume 2 Divisions 0 and 1
Volume 3 Sections 13912, 13920, 13930, 13940, and 13975

• Drawing sheets:
Record Storage Facility.. Old North Jail CS1, CS2, CS3, A1.2, A1.3, A1.4,A1.5, A1.6, A2.2, A2.3, A2.4, A3.2, A3.3, A3.4, A3.5, A4.0, A5.0, A6.2, A6.3, A6.4, M0.01, M1.2, M1.3, M1.4, M1.5, M2.1, M3.1, M3.2, M4.1, M5.1, M5.2, E0.0, E1.2, E1.3, E1.4, E1.5, E2.2, E2.3, E2.4, E2.5, E4.0, E4.1, E4.2, E4.3, P0.1, P1.2, P1.3, P1.4, P1.5, P2.1, P3.2, P4.1
2nd Floor ..... **Old Courthouse Anne -** .... CS1, CS2, CS3, A0, A1, A2, A3, A4, M0.0, M1.01, M2.01, M3.01, E0.01, E2.01, E2.02, E3.01, E3.02, E3.03, and E3.04
Hurricane Ike Repairs:
PW 14465..... Elevator at Old North Jail..... CS1, CS2,CS3, A1.0, A2.0, E0.0, E1.0, E2.0
PW 14498..... Elevator at Old Courthouse Annex.....CS1, CS2, CS3, A1.0, A2.0, A3.0, S0.1, S0.2, E0.0, E1.0, E2.0, P1.0, and P2.0
PW 14499..... Elevators at South Jail Parking Garage.....CS1, CS2,CS3, SD1, D2, A1, A2, A3, E0.0, E1.0, E2.0, AD1.1, and AD1.2
PW 15601 ..... **Old North Jail - A** CS1, CS2, CS3, AD1, SP1, SP2, A0, A1, A2, A3, A4, A5, M0.01, M1.1, M2.1, M3.1, M3.2, M4.1, M5.1, M5.2, E0.0, ELP.01, E1.1, E2.1, E2.2, E2.4, E4.0, E4.1, E4.2, E4.3, P0.0, P1.1, P2.1, P3.2, P4.1
PW 15601 ..... **Old Courthouse Annex - B**.....CS1, CS2, CS3, A0, A1, A2, A3, A4, A5, A6, M0.01, M1.01, M2.01, M3.01, E0.01, E2.01, E2.02, E3.01, E3.02, E3.03, E3.04. P0.0, P1.0, and P1.1

Record Storage Facility

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.

B. In submitting this proposal, the undersigned, agrees to the following:
   - 01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.
   - 02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
   - 03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
   - 04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
   - 05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
   - 01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. **ADDENDA:** The undersigned acknowledges receipt of:

Addenda 1 ..... Jan 30, ~~2013~~ 2014 initial here _____
Addenda 2 ..... Jan 30, ~~2013~~ 2014 initial here _____
Addenda 3 Jan 30, 2014 initial here _____

7. **CONTRACT TIME:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within _____ calendar days

Record Storage Facility ..... Old North Jail

8. **Base Proposal for Fire Sprinkler System at Record Storage Facility:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

One Hundred Twenty Nine Thousand Eight Hundred Ninty Seven Dollars and no/100 $ 129,897.00
(Amount written in words governs) (Amount in figures)

9. **Contingency Allowance for Fire Sprinkler System at Record Storage Facility:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Six Thousand Four Hundred Seventy Eight Dollars and no/100 $ 6,478.00
(Amount written in words governs) (Amount in figures)

Record Storage Facility

2nd Floor Annex ..... Old Courthouse Annex

10. **Base Proposal for Fire Sprinkler System at the 2nd Floor of the Annex:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):
Forty Five Thousand Three Hundred Eighty Two Dollars and no/100 $ 45,382.00
(Amount written in words governs) (Amount in figures)

11. **Contingency Allowance for Fire Sprinkler System at the 2nd Floor of the Annex:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 10) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:
Two Thousand Two Hundred Sixty nine Dollars and no/100 $ 2,269.00
(Amount written in words governs) (Amount in figures)

Hurricane Ike Repairs:
PW 14465 ..... Elevator at Old North Jail

12. **Base Proposal for Fire Sprinkler System associated with PW 14465:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):
Zero Dollars and no/100 $ 0.00
(Amount written in words governs) (Amount in figures)

13. **Contingency Allowance for Fire Sprinkler System associated with PW14465:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:
Zero Dollars and no/100 $ 0.00
(Amount written in words governs) (Amount in figures)

PW 14498 ..... Elevator at Old Courthouse Annex

14. **Base Proposal for Fire Sprinkler System associated with PW 14498:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):
Zero Dollars and no/100 $ 0.00
(Amount written in words governs) (Amount in figures)

15. **Contingency Allowance for Fire Sprinkler System associated with PW14498:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:
Zero Dollars and no/100 $ 0.00
(Amount written in words governs) (Amount in figures)

Record Storage Facility

PW 14499 .....Elevators at South Jail/Parking Garage

16. **Base Proposal for Fire Sprinkler System associated with PW 14499:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Zero Dollars and no/100 $ 0.00
(Amount written in words governs) (Amount in figures)

17. **Contingency Allowance for Fire Sprinkler System associated with PW14499:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Zero Dollars and no/100 $ 0.00
(Amount written in words governs) (Amount in figures)

PW 15601 .....Old North Jail and Old Courthouse Annex

18. **Base Proposal for Fire Sprinkler System associated with PW 15061:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

One Hundred Sixty Four Thousand Two Hundred Ninety Seven Dollars and no/100 $ 164,297.00
(Amount written in words governs) (Amount in figures)

19. **Contingency Allowance for Fire Sprinkler System associated with PW15061:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Eight Thousand Two Hundred Fifteen Dollars and no/100 $ 8,215.00
(Amount written in words governs) (Amount in figures)

Record Storage Facility

Fire Sprinkler Package Sub-Totals

20. Overall Sub-Total Base Proposal: The lump sum of items 8,10,12, 14, 16, and 18 above:

Three Hundred Thirty Nine Thousand Five Hundred Seventy Six Dollars and no/100 $ 339,576.00
(Amount written in words governs) (Amount in figures)

21. Overall Contingency Allowance: The lump sum of items 9,11,13, 15, 17, and 19 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Sixteen Thousand Nine Hundred Sixty Two Dollars and no/100 $ 16,962.00
(Amount written in words governs) (Amount in figures)

Fire Sprinkler Package Total

22. TOTAL: The sum of items **20 and 21** above:

Three Hundred Fifty Six Thousand Five Hundred Thirty Eight Dollars & no/100 $ 356,538
(Amount written in words governs) (Amount in figures)

23. OH&P FOR CHANGES IN THE WORK:
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10 % Overhead

5 % Profit

Proposal Number B131032A
Proposal Date - January 21, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

Proposers Printed Name: Simplex Grinnell

Proposers Address: 8323 N. Eldridge Pkwy. Ste. 120
Houston, TX 77041

Proposers Phone Number (281) 671-3300

Signatory's Printed Name: Frank Peluso

Signatory's Position/Title: District General Manager

Seal:

Signature: [signature] date 1/30/14

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal ..... $ 180,300.00

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal ..... $ 159,276.00

TOTAL: (Must agree with Proposal (para. 8) total above) ..... $ 339,576.00

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

Record Storage Facility

SECTION 00104
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for **5%** of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for **5%** of the evaluation scoring.

j) The Proposer's attendance at the Pre-Proposal Conference and walk through. This item accounts for **5%** of the evaluation scoring.

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: SimPlex Grinnell

Proposers Address: 8323 N. Eldridge Pkwy. Ste. 120
Houston, TX 77041

Signatory's Name: Frank Peluso

Signatory's Position/Title: District General Manager

Signature: [signature] date

Subscribed and sworn to me on this 30th day of January 2014

Rochelle D Johnson
Notary Public

My Commission expires 12-31-16

Rochelle D. Johnson
Notary Public, State of Texas
My Commission Expires:
December 31, 2016

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

RFP #B141013 – CONCRETE

County Architect

MEMO

Date ..... February 7, 2014

Addressed to:

Rufus Crowder .....Galveston County Purchasing Agent

Project:

Record Storage Facility and Hurricane Ike Repairs at the Old North Jail and Old Courthouse Annex

project #09-009: ..... Proposal # **B141013** Concrete Package

Item:

Two Concrete Ardent Construction, LLCs responded to the advertisements and staff solicitations for Proposal # **B141013** Concrete Package on the referenced project.

The proposal review group consisted of:

Dudley Anderson, County Architect
Mike Bell, Associate facilities Director
Volunteer - Tim Krupp
Volunteer - Bill Pitman
Charles Kenworthy, Facilities Director
Lewis Coleman, Constr. Mgr.Agent
Volunteer - Tim Byrom

The review group evaluated the submittals the week of February 3. County staff evaluated the proposals. The volunteers reviewed the process of proposal taking.

The review group recommends Ardent Construction, LLC be awarded the contract for the Concrete Package Proposal # **B141013** on the referenced project.

Ardent Construction, LLC is based in Galveston County.

Their proposal totaled $504,000.00.

Dudley Anderson, County Architect
attached - Proposal Tabulation forms

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141013 - Concrete Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: Team Average	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5.00	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$504,000											
est $?																	
Ardent Construction, LLC	Y	Y	Y	Y	Rating	$504,000	98	63	63	40	78	90	73	1.00	95	100	
					Grading												
					Score	50.00	4.88	3.13	3.13	2.00	3.88	4.50	3.63	4.00	4.75	5.00	88.88
RLN Indistries, Inc	Y	Y	Y	Y	Rating	$535,500	98	93	83	23	83	85	90	0.43	95	100	
					Grading												
					Score	47.06	4.88	4.63	4.13	1.13	4.13	4.25	4.50	5.00	4.75	5.00	89.43

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141013 - Concrete Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: J. Dudley Anderson	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
Lowest Base proposal						$504,000											
est $?																	
Ardent Construction, LLC	Y	Y	Y	Y	Rating	$504,000	90	70	70	60	70	100	70	1.00	100	100	
					Grading Score	50.00	4.50	3.50	3.50	3.00	3.50	5.00	3.50	4.00	5.00	5.00	90.50
RLN Indistries, Inc	Y	Y	Y	Y	Rating	$535,500	90	90	90	90	90	100	80	1.00	100	100	
					Grading Score	47.06	4.50	4.50	4.50	4.50	4.50	5.00	4.00	5.00	5.00	5.00	93.56

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
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Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141013 - Concrete Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: C Kenworthy	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
Lowest Base proposal						$504,000											
est $?																	
Ardent Construction, LLC	Y	Y	Y	Y	Rating	$504,000	100	80	80	20	100	100	100	1.00	100	100	
					Grading												
					Score	50.00	5.00	4.00	4.00	1.00	5.00	5.00	5.00	4.00	5.00	5.00	93.00
RLN Indistries, Inc	Y	Y	Y	Y	Rating	$535,500	100	100	80	0	80	100	100	1.00	100	100	
					Grading												
					Score	47.06	5.00	5.00	4.00	0.00	4.00	5.00	5.00	5.00	5.00	5.00	90.06

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141013 - Concrete Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: M Bell	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
						50	5	5	5	5	5	5	5	5	5	5	100
Lowest Base proposal						$504,000											
est $?																	
Ardent Construction, LLC	Y	Y	Y	Y	Rating	$504,000	100	60	100	0	60	100	60	1.00	100	100	
					Grading												
					Score	50.00	5.00	3.00	5.00	0.00	3.00	5.00	3.00	4.00	5.00	5.00	88.00
RLN Indistries, Inc	Y	Y	Y	Y	Rating	$535,500	100	100	80	0	80	60	100	1.00	100	100	
					Grading												
					Score	47.06	5.00	5.00	4.00	0.00	4.00	3.00	5.00	5.00	5.00	5.00	88.06

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141013 - Concrete Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: L Coleman	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$504,000											
est $?																	
Ardent Construction, LLC	Y	Y	Y	Y	Rating	$504,000	100	40	0	80	80	60	60	1.00	80	100	
					Grading												
					Score	50.00	5.00	2.00	0.00	4.00	4.00	3.00	3.00	4.00	4.00	5.00	84.00
RLN Indistries, Inc	Y	Y	Y	Y	Rating	$535,500	100	80	80	0	80	80	80	0.43	80	100	
					Grading												
					Score	47.06	5.00	4.00	4.00	0.00	4.00	4.00	4.00	5.00	4.00	5.00	86.06

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
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Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Number B141013
Proposal Date - January 31 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility.....**Old North Jail**
   Hurricane Ike Repairs:
   PW 15601 .....**Old North Jail - A**
   PW 15601 .....**Old Courthouse Annex - B**
   Hurricane Ike Repairs not included in this package:
   PW 14465.....*Elevator at Old North Jail*
   PW 14498.....*Elevator at Old Courthouse Annex*
   PW 14499.....*Elevators at South Jail Parking Garage*

3. **Architect** J. Dudley Anderson, County Architect
4. **SUBMITTED BY:**

Ardent Construction LLC
Proposer Name

133 N. Friendswood Dr. #300
Friendswood, Tx 77546
Proposer Address

713.253.0046
Proposer Phone Number

Lbrown@ardentcs.com
Proposer e-mail or website

5. **PROPOSAL:** **Package #02 Concrete - RFP #B141013 includes the following:**

• Project Manual
Volume 2: Proposal Documents, Agreement between Galveston County and Contractor, General Terms and Conditions of the Agreement, Division 1, and Division 3

• Drawing sheets:

Record Storage Facility - Old North Jail.....CS1, CS2, CS3, A1.2, A1.3, A1.4,A1.5, A1.6, A2.2, A2.3, A2.4, A3.2, A3.3, A3.4, A3.5, A4.0, A5.0, A6.2, A6.3, and A6.4
2nd Floor Annex..... **Old Courthouse Annex**..... CS1, CS2, CS3, A0, A1, A2, A3, and A4.

Hurricane Ike Repairs:
PW 15601 .....**Old North Jail** - CS1, CS2, CS3, AD1, SP1, SP2, A0, A1, A2, A3, A4, and A5.
PW 15601 .....**Old Courthouse Annex**.....CS1, CS2,CS3, A0, A1, A2, A3, A4, A5, and A6

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
B. In submitting this proposal, the undersigned, agrees to the following:
   01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.

Record Storage Facility

02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. **ADDENDA:** The undersigned acknowledges receipt of:

Addenda 1 ..... January 14, 2014 initial here LB
Addenda 2 ..... 1/21, 2014 initial here LB
3 1/27/2014

7. **CONTRACT TIME:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within _____ calendar days

Record Storage Facility ..... Old North Jail

8. **Base Proposal for Concrete at Record Storage Facility:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):
One Hundred Sixty Five Thousand Dollars and no/100 $ 165,000
(Amount written in words governs) (Amount in figures)

9. **Contingency Allowance for Concrete at Record Storage Facility:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:
Eight Thousand Two Hundred Fifty Dollars and no/100 $ 8250
(Amount written in words governs) (Amount in figures)

Hurricane Ike Repairs:

PW 15601 ..... Old North Jail and Old Courthouse Annex

10. **Base Proposal for Concrete associated with PW 15061:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):
Three Hundred Fifteen Thousand. Dollars and no/100 $ 315,000
(Amount written in words governs) (Amount in figures)

Record Storage Facility

11. **Contingency Allowance for Concrete associated with PW15061:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Fifteen Thousand Seven Hundred Fifty. Dollars and no/100 $ 15,750
(Amount written in words governs) (Amount in figures)

Concrete Package Sub-Totals

12. **Overall Sub-Total Base Proposal:** The lump sum of items 8,10, and 12 above:

Four Hundred Eighty Thousand Dollars and no/100 $ 480000
(Amount written in words governs) (Amount in figures)

13. **Overall Contingency Allowance:** The lump sum of items 9,11, and 13 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Twenty Four Thousand Dollars and no/100 $ 24,000
(Amount written in words governs) (Amount in figures)

Concrete Package Total

14. **TOTAL:** The sum of items 12 and 13 above:

Five Hundred Four Thousand Dollars & no/100 $ 504,000
(Amount written in words governs) (Amount in figures)

15. **OH&P FOR CHANGES IN THE WORK:**
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10 % Overhead

10 % Profit

Proposal Number B141013
Proposal Date - January 31 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

Proposers Printed Name: Ardent Construction LLC

Proposers Address: 133 N. Friendswood Dr. #300
Friendswood, Tx 77546

Proposers Phone Number 713.253.0046

Signatory's Printed Name: Larry Brown

Signatory's Position/Title: President

Seal:

Signature: date 1/30/14

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal $ 260,000

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal $ 220,000

TOTAL: (Must agree with Proposal (para. 8) total above) $ 480,000

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

Record Storage Facility

SECTION 00104
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for 5% of the evaluation scoring.

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for 5% of the evaluation scoring.

c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for 5% of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for 5% of the evaluation scoring.

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for 5% of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for 5% of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for 5% of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for 5% of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for 5% of the evaluation scoring.

j) The Proposer's attendance at the Pre-Proposal Conference and walk through. This item accounts for 5% of the evaluation scoring.

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: Arclut Construction LLC

Proposers Address: 133 N. Friendswood Dr #300
Friendswood, Tx 77546

Signatory's Name: Larry Brown

Signatory's Position/Title: President

Signature: date 1/30/14

Subscribed and sworn to me on this 30 day of January 2014

Notary Public

My Commission expires May 17, 2016

AMANDA NICOLE CORDER
Notary Public, State of Texas
My Commission Expires
May 17, 2016

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

Proposal Number B141013
Proposal Date - January 28 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility.....**Old North Jail**
   Hurricane Ike Repairs:
   PW 15601 .....**Old North Jail - A**
   PW 15601 .....**Old Courthouse Annex - B**
   Hurricane Ike Repairs not included in this package:
   PW 14465 .....*Elevator at Old North Jail*
   PW 14498 ..... *Elevator at Old Courthouse Annex*
   PW 14499 ..... *Elevators at South Jail Parking Garage*

3. **Architect** J. Dudley Anderson, County Architect
4. **SUBMITTED BY:**
   RLN Industries, Inc.
   Proposer Name
   7533 FM 2004 Rd.
   Hitchcock, TX 77563
   Proposer Address
   409-316-0555
   Proposer Phone Number
   mlackey@rlnindustries.com
   Proposer e-mail or website

5. **PROPOSAL: Package #02 Concrete - RFP #B141013 includes the following:**

• Project Manual
Volume 2: Proposal Documents, Agreement between Galveston County and Contractor, General Terms and Conditions of the Agreement, Division 1, and Division 3

• Drawing sheets:

Record Storage Facility - Old North Jail.....CS1, CS2, CS3, A1.2, A1.3, A1.4,A1.5, A1.6, A2.2, A2.3, A2.4, A3.2, A3.3, A3.4, A3.5, A4.0, A5.0, A6.2, A6.3, and A6.4
2nd Floor Annex ..... **Old Courthouse Annex**..... CS1, CS2, CS3, A0, A1, A2, A3, and A4.

Hurricane Ike Repairs:
PW 15601 ..... **Old North Jail** - CS1, CS2, CS3, AD1, SP1, SP2, A0, A1, A2, A3, A4, and A5.
PW 15601 ..... **Old Courthouse Annex**.....CS1, CS2,CS3, A0, A1, A2, A3, A4, A5, and A6

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
B. In submitting this proposal, the undersigned, agrees to the following:
   01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.

Record Storage Facility

02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. **ADDENDA:** The undersigned acknowledges receipt of:

Addenda 1 ..... January 14, 2014 initial here DB
Addenda 2 ..... 1-21-, 2014 initial here DB

7. **CONTRACT TIME:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 60 calendar days

Record Storage Facility ..... Old North Jail

8. **Base Proposal for ~~Painting~~ Concrete at Record Storage Facility:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):
Three Hundred Seventy Six Thousand Nine Hundred Sixty Dollars and no/100 $ 376,960.00
(Amount written in words governs) (Amount in figures)

9. **Contingency Allowance for ~~Painting~~ Concrete at Record Storage Facility:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:
Eighteen Thousand Eight Hundred Forty Eight Dollars and no/100 $ 18,848.00
(Amount written in words governs) (Amount in figures)

N/A—2nd Floor Annex ..... Old Courthouse Annex

10. **Base Proposal for Painting at the 2nd Floor of the Annex:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):
N/A Dollars and no/100 $ N/A
(Amount written in words governs) (Amount in figures)

11. **Contingency Allowance for Painting at the 2nd Floor of the Annex:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 10) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Record Storage Facility

N/A Dollars and no/100 $ N/A
(Amount written in words governs) (Amount in figures)

Hurricane Ike Repairs:

PW 15601 .....Old North Jail and Old Courthouse Annex

12. **Base Proposal for ~~Painting~~ Concrete associated with PW 15061:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

One Hundred Thirty Three Thousand Forty Dollars and no/100 $ 133,040.00
(Amount written in words governs) (Amount in figures)

13. **Contingency Allowance for ~~Painting~~ Concrete associated with PW15061:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Six Thousand Six hundred Fifty Two Dollars and no/100 $ 6,652.00
(Amount written in words governs) (Amount in figures)

~~Painting~~ Concrete Package Sub-Totals

14. **Overall Sub-Total Base Proposal:** The lump sum of items 8,10, and 12 above:

Five Hundred Ten Thousand Dollars and no/100 $ 510,000.00
(Amount written in words governs) (Amount in figures)

15. **Overall Contingency Allowance:** The lump sum of items 9,11, and 13 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Twenty Five Thousand Five Hundred Dollars and no/100 $ 25,500.00
(Amount written in words governs) (Amount in figures)

~~Painting~~ Concrete Package Total

16. **TOTAL:** The sum of items **14 and 15** above:

Five Hundred Thirty Five Thousand Five Hundred Dollars & no/100 $ 535,500.00
(Amount written in words governs) (Amount in figures)

17. **OH&P FOR CHANGES IN THE WORK:**
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10 % Overhead
10 % Profit

Proposal Number B141013
Proposal Date - January 28 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

Proposers Printed Name: RLN Industries, Inc.

Proposers Address: 7533 FM 2004 Rd.
Hitchcock, TX 77563

Proposers Phone Number 409-316-0555

Signatory's Printed Name: Ronda Neumann

Signatory's Position/Title: President

Seal:

Signature: Ronda Neumann date 1/24/14

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal ..... $ N/A

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal ..... $ N/A

TOTAL: (Must agree with Proposal (para. 8) total above) ..... $ N/A

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

Record Storage Facility

SECTION 00104
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for **5%** of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for **5%** of the evaluation scoring.

j) The Proposer's attendance at the Pre-Proposal Conference and walk through. This item accounts for **5%** of the evaluation scoring.

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: RLN Industries, Inc.

Proposers Address: 7533 FM 2004 Rd.
Hitchcock, TX 77563

Signatory's Name: Ronda Neumann

Signatory's Position/Title: President

Signature: Ronda Neumann date 1/24/14

Subscribed and sworn to me on this 24th day of January

Carolyn Renee Nelson
Notary Public

My Commission expires 4-28-14

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

RFP #B141014 – DRYWALL/CARPENTRY

County Architect

MEMO

Date ..... February 7, 2014

Addressed to:

Rufus Crowder .....Galveston County Purchasing Agent

Project:

Record Storage Facility and Hurricane Ike Repairs at the Old North Jail and Old Courthouse Annex

project #09-009: ..... Proposal # **B141014** Drywall Package

Item:

Two Drywall Contractors responded to the advertisements and staff solicitations for Proposal # **B141014** Drywall Package on the referenced project.

The proposal review group consisted of:

Dudley Anderson, County Architect
Mike Bell, Associate facilities Director
Volunteer - Tim Krupp
Volunteer - Bill Pitman
Charles Kenworthy, Facilities Director
Lewis Coleman, Constr. Mgr. Agent
Volunteer - Tim Byrom

The review group evaluated the submittals the week of February 3. County staff evaluated the proposals. The volunteers reviewed the process of proposal taking.

The review group recommends Ardent Construction, LLC be awarded the contract for the Drywall Package Proposal # **B141014** on the referenced project.

Ardent Construction, LLC is based in Galveston County.

Their proposal totaled $1,086,750.00. Negotiations for the best and final offer are underway.

Dudley Anderson, County Architect
attached - Proposal Tabulation forms

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141014 - Drywall/Carpentry Package - Record Storage/Storm Repair at 722 Moody

Evaluator: Team Average						50	5	5	5	5	5	5	5	5.00	5	5	100
	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$1,086,750											
est $x																	
Ardent Construction, LLC	Y	Y	Y	Y	Rating	$1,086,750	98	68	63	88	88	90	78	1.00	95	100	
					Grading												
					Score	50.00	4.88	3.38	3.13	4.38	4.38	4.50	3.88	3.75	4.75	5.00	92.00
RLN Indistries, Inc	Y	Y	Y	Y	Rating	$1,101,829	98	93	83	33	83	95	80	0.43	95	100	
					Grading												
					Score	49.32	4.88	4.63	4.13	1.63	4.13	4.75	4.00	4.75	4.75	5.00	91.94

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141014 - Drywall/Carpentry Package - Record Storage/Storm Repair at 722 Moody

Evaluator: J. Dudley Anderson	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
Lowest Base proposal						$1,086,750											
est $x																	
Ardent Construction, LLC	Y	Y	Y	Y	Rating	$1,086,750	90	90	70	70	70	100	90	1.00	100	100	
					Grading												
					Score	50.00	4.50	4.50	3.50	3.50	3.50	5.00	4.50	4.00	5.00	5.00	93.00
RLN Indistries, Inc	Y	Y	Y	Y	Rating	$1,101,829	90	90	90	90	90	100	80	0.43	100	100	
					Grading												
					Score	49.32	4.50	4.50	4.50	4.50	4.50	5.00	4.00	5.00	5.00	5.00	95.82

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141014 - Drywall/Carpentry Package - Record Storage/Storm Repair at 722 Moody

Evaluator: C Kenworthy	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
						50	5	5	5	5	5	5	5	5	5	5	100
Lowest Base proposal						$1,086,750											
est $x																	
Ardent Construction, LLC	Y	Y	Y	Y	Rating	$1,086,750	100	80	80	100	100	100	100	1.00	100	100	
					Grading Score	50.00	5.00	4.00	4.00	5.00	5.00	5.00	5.00	4.00	5.00	5.00	97.00
RLN Indistries, Inc	Y	Y	Y	Y	Rating	$1,101,829	100	100	80	40	80	100	100	1.00	100	100	
					Grading Score	49.32	5.00	5.00	4.00	2.00	4.00	5.00	5.00	5.00	5.00	5.00	94.32

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141014 - Drywall/Carpentry Package - Record Storage/Storm Repair at 722 Moody

Evaluator: M Bell	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
Lowest Base proposal						$1,086,750											
est $x																	
Ardent Construction, LLC	Y	Y	Y	Y	Rating	$1,086,750	100	60	100	100	100	100	60	1.00	100	100	
					Grading												
					Score	50.00	5.00	3.00	5.00	5.00	5.00	5.00	3.00	4.00	5.00	5.00	95.00
RLN Indistries, Inc	Y	Y	Y	Y	Rating	$1,101,829	100	100	80	0	80	100	60	1.00	100	100	
					Grading												
					Score	49.32	5.00	5.00	4.00	0.00	4.00	5.00	3.00	5.00	5.00	5.00	90.32

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141014 - Drywall/Carpentry Package - Record Storage/Storm Repair at 722 Moody

Evaluator: L Coleman	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
Lowest Base proposal						$1,086,750											
est $x																	
Ardent Construction, LLC	Y	Y	Y	Y	Rating	$1,086,750	100	40	0	80	80	60	60	1.00	80	100	
					Grading												
					Score	50.00	5.00	2.00	0.00	4.00	4.00	3.00	3.00	3.00	4.00	5.00	83.00
RLN Indistries, Inc	Y	Y	Y	Y	Rating	$1,101,829	100	80	80	0	80	80	80	1.00	80	100	
					Grading												
					Score	49.32	5.00	4.00	4.00	0.00	4.00	4.00	4.00	4.00	4.00	5.00	87.32

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility.....**Old North Jail**
   Hurricane Ike Repairs:
   PW 15601 .....**Old North Jail - A**
   PW 15601 .....**Old Courthouse Annex - B**
   Hurricane Ike Repairs not included in this package:
   PW 14465.....*Elevator at Old North Jail*
   PW 14498.....*Elevator at Old Courthouse Annex*
   PW 14499.....*Elevators at South Jail Parking Garage*

3. **Architect** J. Dudley Anderson, County Architect

4. **SUBMITTED BY:**

Ardent Construction LLC
Proposer Name

133 N. Friendswood Dr. #300
Friendswood, Tx 77546
Proposer Address

713·253·0046
Proposer Phone Number

Lbrown@ardentcs.com
Proposer e-mail or website

5. **PROPOSAL:** **Package #03 Drywall and Carpentry - RFP #B141014 includes the following:**

• Project Manual:

Volume 2: Proposal Documents, Agreement between Galveston County and Contractor, General Terms and Conditions of the Agreement, Division 1, Sections 06100, 07110, 07210, 07260, 07270, 07412, 07413, 07900, Sections 08110, 08121, 08213, 08035, 08317, 08710, 08730, Sections 09220, 09260, 09510, Sections 10100, 10160, 10260, 10262, 10522, and 10800

• Drawing sheets:

Record Storage Facility.. Old North Jail .....CS1, CS2, CS3, A1.2, A1.3, A1.4,A1.5, A1.6, A2.2, A2.3, A2.4, A3.2, A3.3, A3.4, A3.5, A4.0, A5.0, A6.2, A6.3, and A6.4
2nd Floor Annex..... **O.C. Annex**..... CS1, CS2, CS3, A0, A1, A2, A3, and A4.

Hurricane Ike Repairs:
PW 15601 ..... **Old North Jail -** CS1, CS2, CS3, AD1, SP1, SP2, A0, A1, A2, A3, A4, and A5.
PW 15601 ..... **Old Courthouse Annex**.....CS1, CS2,CS3, A0, A1, A2, A3, A4, A5, and A6

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
B. In submitting this proposal, the undersigned, agrees to the following:

Record Storage Facility

01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.
02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. **ADDENDA:** The undersigned acknowledges receipt of:

Addenda 1 ..... 1/14 ....., 2014 initial here LB
Addenda 2 ..... 1/21, 2014 initial here LB
3 1/27/2014 LB

7. **CONTRACT TIME:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 200 calendar days

Record Storage Facility ..... Old North Jail

8. **Base Proposal for Drywall and Carpentry at Record Storage Facility:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):
Three Hundred Eighty Five Thousand Dollars and no/100 $ 385,000
(Amount written in words governs) (Amount in figures)

9. **Contingency Allowance for Drywall and Carpentry at Record Storage Facility:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:
Nineten Thousand Two Hundred Fifty Dollars and no/100 $ 19,250
(Amount written in words governs) (Amount in figures)

2nd Floor Annex ..... Old Courthouse Annex

10. **Base Proposal for Drywall and Carpentry at the 2nd Floor of the Annex:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):
Eighty Five Thousand Dollars and no/100 $ 85,000
(Amount written in words governs) (Amount in figures)

Record Storage Facility

11. **Contingency Allowance for Drywall and Carpentry at the 2nd Floor of the Annex:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 10) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Four Thousand Two Hundred Fifty Dollars and no/100 $ 4250
(Amount written in words governs) (Amount in figures)

Hurricane Ike Repairs:

PW 15601 .....Old North Jail and Old Courthouse Annex

12. **Base Proposal for Drywall and Carpentry associated with PW 15061:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Five Hundred Sixty Five Thousand Dollars and no/100 $ 565,000
(Amount written in words governs) (Amount in figures)

13. **Contingency Allowance for Drywall and Carpentry associated with PW15061:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Twenty Eight Thousand Two Hundred Fifty Dollars and no/100 $ 28,250
(Amount written in words governs) (Amount in figures)

Drywall and Carpentry Package Sub-Totals

14. **Overall Sub-Total Base Proposal:** The lump sum of items 8,10, and 12 above:

One Million, Thirty Five Thousand Dollars and no/100 $ 1,035,000
(Amount written in words governs) (Amount in figures)

15. **Overall Contingency Allowance:** The lump sum of items 9,11, and 13 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Fifty One Thousand Seven Hundred Fifty Dollars and no/100 $ 51,750
(Amount written in words governs) (Amount in figures)

Drywall and Carpentry Package Total

16. **TOTAL:** The sum of items **14 and 15** above:

One Million, Eighty Six Thousand, Seven Hundred Fifty Dollars & no/100 $ 1,086,750
(Amount written in words governs) (Amount in figures)

17. **OH&P FOR CHANGES IN THE WORK:**
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10 % Overhead

10 % Profit

Record Storage Facility

Proposers Printed Name: Ardnt Construction LLC

Proposers Address: 133 N. Friendswood Dr. #300
Friendswood, Tx. 77546

Proposers Phone Number: 713.253.0046

Signatory's Printed Name: Larry Brown

Signatory's Position/Title: President

Seal:

Signature: ..... date 1/30/14

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal ..... $ 352,000

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal ..... $ 683,000

TOTAL: (Must agree with Proposal (para. 8) total above) ..... $ 1,035,000

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

Record Storage Facility

SECTION 00104
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for **5%** of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for **5%** of the evaluation scoring.

j) The Proposer's attendance at the Pre-Proposal Conference and walk through. This item accounts for **5%** of the evaluation scoring.

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: Ardent Construction LLC

Proposers Address: 133 N. Friendswood Dr. #300
Friendswood, TX 77546

Signatory's Name: Larry Brown

Signatory's Position/Title: President.

Signature: date 1/30/14

Subscribed and sworn to me on this 30 day of January 2014

Notary Public

My Commission expires May 17, 2016

AMANDA NICOLE CORDER
Notary Public, State of Texas
My Commission Expires
May 17, 2016

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

Proposal Number B141014
Proposal Date - January 28, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility.....**Old North Jail**
   Hurricane Ike Repairs:
   PW 15601 .....**Old North Jail - A**
   PW 15601 .....**Old Courthouse Annex - B**
   Hurricane Ike Repairs not included in this package:
   PW 14465 .....*Elevator at Old North Jail*
   PW 14498 ..... *Elevator at Old Courthouse Annex*
   PW 14499 ..... *Elevators at South Jail Parking Garage*

3. **Architect** J. Dudley Anderson, County Architect

4. **SUBMITTED BY:**

RLN Industries, Inc.
Proposer Name

7533 FM 2004 Rd.
Hitchcock, TX 77563
Proposer Address

409-316-0555
Proposer Phone Number

mlackey@rlnindustries.com
Proposer e-mail or website

5. **PROPOSAL:** **Package #03 Drywall and Carpentry - RFP #B141014 includes the following:**

• Project Manual:

Volume 2: Proposal Documents, Agreement between Galveston County and Contractor, General Terms and Conditions of the Agreement, Division 1, Sections 06100, 07110, 07210, 07260, 07270, 07412, 07413, 07900, Sections 08110, 08121, 08213, 08035, 08317, 08710, 08730, Sections 09220, 09260, 09510, Sections 10100, 10160, 10260, 10262, 10522, and 10800

• Drawing sheets:

Record Storage Facility.. Old North Jail .....CS1, CS2, CS3, A1.2, A1.3, A1.4,A1.5, A1.6, A2.2, A2.3, A2.4, A3.2, A3.3, A3.4, A3.5, A4.0, A5.0, A6.2, A6.3, and A6.4
2nd Floor Annex ..... **O.C. Annex** ..... CS1, CS2, CS3, A0, A1, A2, A3, and A4.

Hurricane Ike Repairs:
PW 15601 ..... **Old North Jail -** CS1, CS2, CS3, AD1, SP1, SP2, A0, A1, A2, A3, A4, and A5.
PW 15601 ..... **Old Courthouse Annex**.....CS1, CS2,CS3, A0, A1, A2, A3, A4, A5, and A6

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.

Record Storage Facility

B. In submitting this proposal, the undersigned, agrees to the following:
   01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.
   02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
   03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
   04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
   05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
   01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. ADDENDA: The undersigned acknowledges receipt of:

Addenda 1 ..... January 14, 2014 initial here _____
Addenda 2 ..... 1-21-, 2014 initial here _____

7. CONTRACT TIME: Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 240 calendar days

Record Storage Facility ..... Old North Jail

8. Base Proposal for Drywall and Carpentry at Record Storage Facility: The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Three Hundred Thirty Five Thousand Four Hundred Seventy Dollars and no/100 $ 335,470.00
(Amount written in words governs) (Amount in figures)

9. Contingency Allowance for Drywall and Carpentry at Record Storage Facility: The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Sixteen Thousand Seven Hundred Seventy Four Dollars and no/100 $ 16,774.00
(Amount written in words governs) (Amount in figures)

2nd Floor Annex ..... Old Courthouse Annex

10. Base Proposal for Drywall and Carpentry at the 2nd Floor of the Annex: The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Two Hundred Thirty Thousand Six Hundred Thirty Five Dollars and no/100 $ 230,635.00
(Amount written in words governs) (Amount in figures)

Record Storage Facility

11. **Contingency Allowance for Drywall and Carpentry at the 2nd Floor of the Annex:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 10) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Eleven Thousand Five Hundred Thirty Two Dollars and no/100 $ 11,532.00
(Amount written in words governs) (Amount in figures)

Hurricane Ike Repairs:

PW 15601 .....Old North Jail and Old Courthouse Annex

12. **Base Proposal for Drywall and Carpentry associated with PW 15061:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Four Hundred Eighty Three Thousand Two Hundred Fifty Five Dollars and no/100 $ 483,255.00
(Amount written in words governs) (Amount in figures)

13. **Contingency Allowance for Drywall and Carpentry associated with PW15061:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Twenty Four Thousand One Hundred Sixty Three Dollars and no/100 $ 24,163.00
(Amount written in words governs) (Amount in figures)

Drywall and Carpentry Package Sub-Totals

14. **Overall Sub-Total Base Proposal:** The lump sum of items 8,10, and 12 above:

One Million Fourty Nine Thousand Three Hundred Sixty Dollars and no/100 $ 1,049,360.00
(Amount written in words governs) (Amount in figures)

15. **Overall Contingency Allowance:** The lump sum of items 9,11, and 13 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Fifty Two Thousand Four Hundred Sixty Nine Dollars and no/100 $ 52,469.00
(Amount written in words governs) (Amount in figures)

Drywall and Carpentry Package Total

16. **TOTAL:** The sum of items **14 and 15** above:

One Million One Hundred One Thousand Eight Hundred twenty Nine Dollars & no/100 $ 1,101,829.00
(Amount written in words governs) (Amount in figures)

17. **OH&P FOR CHANGES IN THE WORK:**
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10 % Overhead

10 % Profit

Record Storage Facility

Proposers Printed Name: RLN Industries, Inc

Proposers Address: 7533 FM 2004 Rd.
Hitchcock, TX 77563

Proposers Phone Number: 409-316-0555

Signatory's Printed Name: Ronda Neumann

Signatory's Position/Title: President

Seal:

Signature: Ronda Neumann date 1/24/14

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal ..... $ N/A

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal ..... $ N/A

TOTAL: (Must agree with Proposal (para. 8) total above) ..... $ N/A

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

Record Storage Facility

SECTION 00104
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for **5%** of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for **5%** of the evaluation scoring.

j) The Proposer's attendance at the Pre-Proposal Conference and walk through. This item accounts for **5%** of the evaluation scoring.

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: RLN Industries, Inc.

Proposers Address: 7533 FM 2004 Rd.
Hitchcock, TX 77536

Signatory's Name: Ronda Neumann

Signatory's Position/Title: President

Signature: Ronda Neumann date 1/24/14

Subscribed and sworn to me on this 24th day of January

Carolyn Renee Nelson
Notary Public

My Commission expires 4/28/14

CAROLYN RENEE NELSON
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
4-28-2014

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

RFP #B141017 – FLOORING

County Architect

MEMO

Date ..... February 7, 2014

Addressed to:

Rufus Crowder .....Galveston County Purchasing Agent

Project:

Record Storage Facility and Hurricane Ike Repairs at the Old North Jail and Old Courthouse Annex

project #09-009: .....Proposal # **B141017** Flooring Package

Item:

One Flooring Contractor responded to the advertisements and staff solicitations for Proposal # **B141017** Flooring Package on the referenced project.

The proposal review group consisted of:

Dudley Anderson, County Architect
Mike Bell, Associate facilities Director
Volunteer - Tim Krupp
Volunteer - Bill Pitman
Charles Kenworthy, Facilities Director
Lewis Coleman, Constr. Mgr. Agent
Volunteer - Tim Byrom

The review group evaluated the submittals the week of February 3. County staff evaluated the proposals. The volunteers reviewed the process of proposal taking.

The review group recommends Texan Flooring Service Ltd. be awarded the contract for the Flooring Trade Package Proposal # **B141017** on the referenced project.

Their proposal totaled $117,780.00.

Dudley Anderson, County Architect
attached - Proposal Tabulation forms

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141017 - Flooring Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: Team Average						50	5	5	5	5	5	5	5	5.00	5	5	100
	Proposal Bond	Addedna 1	Addenda 2	Addenda 3		Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$117,780											
est $x																	
					Rating	$117,780	93	88	83	83	83	45	83	1.00	0	75	
Texan Floor Service, Ltd	Y	Y	Y	Y	Grading												
					Score	50.00	4.63	4.38	4.13	4.13	4.13	2.25	4.13	5.00	0.00	3.75	86.50

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141017 - Flooring Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: J. Dudley Anderson	Proposal Bond	Addedna 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$117,780											
est $x																	
Texan Floor Service, Ltd	**Y**	**Y**	**Y**	**Y**	Rating	$117,780	90	90	90	90	90	0	90	1.00	0	100	
					Grading Score	50.00	4.50	4.50	4.50	4.50	4.50	0.00	4.50	5.00	0.00	5.00	87.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141017 - Flooring Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: C Kenworthy	Proposal Bond	Addedna 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$117,780											
est $x																	
Texan Floor Service, Ltd	Y	Y	Y	Y	Rating	$117,780	100	100	60	80	60	0	60	1.00	0	100	
					Grading Score	50.00	5.00	5.00	3.00	4.00	3.00	0.00	3.00	5.00	0.00	5.00	83.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141017 - Flooring Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: M Bell	Proposal Bond	Addedna 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$117,780											
est $x																	
Texan Floor Service, Ltd	Y	Y	Y	Y	Rating	$117,780	100	100	100	80	100	100	100	1.00	0	100	
					Grading Score	50.00	5.00	5.00	5.00	4.00	5.00	5.00	5.00	5.00	0.00	5.00	94.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
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What we want	90	Quality Work and willingly contributes to the team effort
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No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141017 - Flooring Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: L Coleman	Proposal Bond	Addedna 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
Lowest Base proposal						$117,780											
est $x																	
Texan Floor Service, Ltd	Y	Y	Y	Y	Rating	$117,780	80	60	80	80	80	80	80	1.00	0	0	
					Grading Score	50.00	4.00	3.00	4.00	4.00	4.00	4.00	4.00	5.00	0.00	0.00	82.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
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What we want	90	Quality Work and willingly contributes to the team effort
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Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Number B141017
Proposal Date - January 28, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility.....**Old North Jail**
   Hurricane Ike Repairs:
   PW 15601 .....**Old North Jail - A**
   PW 15601 .....**Old Courthouse Annex - B**
   Hurricane Ike Repairs not included in this package:
   PW 14465.....*Elevator at Old North Jail*
   PW 14498.....*Elevator at Old Courthouse Annex*
   PW 14499.....*Elevators at South Jail Parking Garage*
3. **Architect** J. Dudley Anderson, County Architect
4. **SUBMITTED BY:**

Texan Floor Service, LTD
Proposer Name
Texan Floor Service, LTD
2055 Silber RD St 108
Houston TX, 77055
Proposer Address
713-956-9866
Proposer Phone Number
RParish@TexanFloor.Com
Proposer e-mail or website

5. **PROPOSAL: Package #06 Flooring - RFP #141017 includes the following:**

• Project Manual:

Volume 2: Proposal Documents, Agreement between Galveston County and Contractor, General Terms and Conditions of the Agreement, Division 1, Sections 09660, 09665, and 09680

• Drawing sheets:

Record Storage Facility.. Old North Jail .....CS1, CS2, CS3, A1.2, A1.3, A1.4,A1.5, A1.6, A2.2, A2.3, A2.4, A3.2, A3.3, A3.4, A3.5, A4.0, A5.0, A6.2, A6.3, and A6.4
2nd Floor Annex ..... **O.C. Annex** ..... CS1, CS2, CS3, A0, A1, A2, A3, and A4.

Hurricane Ike Repairs:
PW 15601 .....**Old North Jail -** CS1, CS2, CS3, AD1, SP1, SP2, A0, A1, A2, A3, A4, and A5.
PW 15601 .....**Old Courthouse Annex**.....CS1, CS2,CS3, A0, A1, A2, A3, A4, A5, and A6

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
B. In submitting this proposal, the undersigned, agrees to the following:
   01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.

Record Storage Facility

02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. **ADDENDA:** The undersigned acknowledges receipt of:

Addenda 1 .....January 14, 2014 initial here RS
Addenda 2 ..... _____, 2014 initial here RS

7. **CONTRACT TIME:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within _____ calendar days

Record Storage Facility .....Old North Jail

8. **Base Proposal for Flooring at Record Storage Facility:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):
Five thousand Five Hundred thirty nine Dollars and no/100 $ 5539 00
(Amount written in words governs) (Amount in figures)

9. **Contingency Allowance for Flooring at Record Storage Facility:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:
Two Hundred Seventy Seven Dollars and no/100 $ 277 00
(Amount written in words governs) (Amount in figures)

2nd Floor Annex.....Old Courthouse Annex

10. **Base Proposal for Flooring at the 2nd Floor of the Annex:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):
Sixteen thousand Seven Hundred Seventy Four Dollars and no/100 $ 16,774 00
(Amount written in words governs) (Amount in figures)

11. **Contingency Allowance for Flooring at the 2nd Floor of the Annex:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 10) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Record Storage Facility

Eight Hundred thirty nine Dollars and no/100 $ 839.00
(Amount written in words governs) (Amount in figures)

Hurricane Ike Repairs:

PW 15601 .....Old North Jail and Old Courthouse Annex

12. **Base Proposal for Flooring associated with PW 15061:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Eighty nine thousand Eight Hundred Fifty Eight Dollars and no/100 $ 89,858.00
(Amount written in words governs) (Amount in figures)

13. **Contingency Allowance for Flooring associated with PW15061:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Four thousand Four Hundred ninety three Dollars and no/100 $ 4493.00
(Amount written in words governs) (Amount in figures)

Flooring Package Sub-Totals

14. **Overall Sub-Total Base Proposal:** The lump sum of items 8,10, and 12 above:

One Hundred twelve thousand One Hundred Seventy One Dollars and no/100 $ 112,171.00
(Amount written in words governs) (Amount in figures)

15. **Overall Contingency Allowance:** The lump sum of items 9,11, and 13 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Five thousand Six Hundred nine Dollars and no/100 $ 5609.00
(Amount written in words governs) (Amount in figures)

Flooring Package Total

16. **TOTAL:** The sum of items **14 and 15** above:

One Hundred Seventeen thousand Seven Hundred Eighty Dollars & no/100 $ 117,780
(Amount written in words governs) (Amount in figures)

17. **OH&P FOR CHANGES IN THE WORK:**
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

15 % Overhead

10 % Profit

Proposal Number B141017
Proposal Date - January 28, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

Proposers Printed Name: Texan Floor Service, LTD

Proposers Address: Texan Floor Service LTD
2055 Silber RD St 108 Houston TX, 77055

Proposers Phone Number: 713-956-9966

Signatory's Printed Name: Bissler, James Howard Meyer

Signatory's Position/Title: Treasurer Secretary

Seal:

Signature: Howard Meyer date

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal ..... $ 66,077.00

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal ..... $ 46,094.00

TOTAL: (Must agree with Proposal (para. 8) total above) ..... $ 112,171.00

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

Record Storage Facility

SECTION 00104
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for **5%** of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for **5%** of the evaluation scoring.

j) The Proposer's attendance at the Pre-Proposal Conference and walk through. This item accounts for **5%** of the evaluation scoring.

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: Texan Floor Service, LTD

Proposers Address: Texan Floor Service LTD
2055 Silber RD St 108
Houston TX, 77055

Signatory's Name: Bissler, James Howard Meyer

Signatory's Position/Title: Treasurer Secretary

Signature: date 01/30/2014

Subscribed and sworn to me on this 30th day of January

Dannie Ray Marx
Notary Public

My Commission expires June 20, 2015

DANNIE RAY MARX
Notary Public, State of Texas
My Commission Expires
June 20, 2015

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

RFP #B141018 – ARCHITECTURAL MILLWORK

County Architect

MEMO

Date ..... February 11, 2014

Addressed to:

Rufus Crowder .....Galveston County Purchasing Agent

Project:

Record Storage Facility and Hurricane Ike Repairs at the Old North Jail and Old Courthouse Annex

project #09-009: ..... Proposal **#B141018** Architectural Millwork Package

Item:

Two Trade Contractors responded to the advertisements and staff solicitations for Proposal # **B141018** Architectural Millwork Package on the referenced project.

The proposal review group consisted of:

Dudley Anderson, County Architect
Mike Bell, Associate facilities Director
Volunteer - Tim Krupp
Volunteer - Bill Pitman
Charles Kenworthy, Facilities Director
Lewis Coleman, Constr. Mgr.Agent
Volunteer - Tim Byrom

The review group evaluated the submittals the week of February 3. County staff evaluated the proposals. The volunteers reviewed the process of proposal taking.

The review group recommends Albrecht, Inc. be awarded the contract for Proposal **#B141018** Architectural Millwork on the referenced project.

Albrecht, Inc. is based in Galveston County.

Their proposal totaled $64,285.00.

Dudley Anderson, County Architect

attached - Proposal Tabulation forms

W:\Architecture\0 PROJECTS\09-009 Records Storage - Annex\00 AP - Fees-Invoices-Expenses\Construction\Albrecht\Memo-B141018 - Millwork Recommendation.doc

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141018 - Architectural Millwork Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: Team Average	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5.00	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$64,285											
est $x																	
Albrecht Inc.	Y	Y	Y	Y	Rating	$64,285	98	93	93	93	93	95	93	1.00	95	100	
					Grading												
					Score	50.00	4.88	4.63	4.63	4.63	4.63	4.75	4.63	4.75	4.75	5.00	97.25
Ardent Construction LLC	Y	Y	Y	Y	Rating	$67,550	98	73	73	93	83	90	88	1.00	95	100	
					Grading												
Total Cabinets					Score	47.58	4.88	3.63	3.63	4.63	4.13	4.50	4.38	5.00	4.75	5.00	92.08

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141018 - Architectural Millwork Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: J. Dudley Anderson	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
Lowest Base proposal						$64,285											
est $x																	
Albrecht Inc.	Y	Y	Y	Y	Rating	$64,285	90	90	90	90	90	100	90	1.00	100	100	
					Grading Score	50.00	4.50	4.50	4.50	4.50	4.50	5.00	4.50	5.00	5.00	5.00	97.00
Ardent Construction LLC	Y	Y	Y	Y	Rating	$67,550	90	90	90	90	90	100	90	0.92	100	100	
Total Cabinets					Grading Score	47.58	4.50	4.50	4.50	4.50	4.50	5.00	4.50	5.00	5.00	5.00	94.58

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141018 - Architectural Millwork Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: C Kenworthy	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$64,285											
est $x																	
Albrecht Inc.	Y	Y	Y	Y	Rating	$64,285	100	100	100	100	100	100	100	1.00	100	100	
					Grading												
					Score	50.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	100.00
Ardent Construction LLC	Y	Y	Y	Y	Rating	$67,550	100	100	100	100	100	100	100	0.92	100	100	
					Grading												
					Score	47.58	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	97.58

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141018 - Architectural Millwork Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: M Bell	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
Lowest Base proposal						$64,285											
est $x																	
Albrecht Inc.	Y	Y	Y	Y	Rating	$64,285	100	100	100	100	100	100	100	1.00	100	100	
					Grading												
					Score	50.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	4.00	5.00	5.00	99.00
Ardent Construction LLC	Y	Y	Y	Y	Rating	$67,550	100	60	100	100	60	100	100	0.92	100	100	
					Grading												
					Score	47.58	5.00	3.00	5.00	5.00	3.00	5.00	5.00	5.00	5.00	5.00	93.58

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141018 - Architectural Millwork Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: L Coleman	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
Lowest Base proposal						$64,285											
est $x																	
Albrecht Inc.	Y	Y	Y	Y	Rating	$64,285	100	80	80	80	80	80	80	1.00	80	100	
					Grading Score	50.00	5.00	4.00	4.00	4.00	4.00	4.00	4.00	5.00	4.00	5.00	93.00
Ardent Construction LLC	Y	Y	Y	Y	Rating	$67,550	100	40	0	80	80	60	60	0.92	80	100	
					Grading Score	47.58	5.00	2.00	0.00	4.00	4.00	3.00	3.00	5.00	4.00	5.00	82.58

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Number B141018
Proposal Date - January 28, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility.....**Old North Jail**
   Hurricane Ike Repairs:
   PW 15601 .....**Old North Jail - A**
   PW 15601 .....**Old Courthouse Annex - B**
   Hurricane Ike Repairs: not included in this package
   PW 14465.....*Elevator at Old North Jail*
   PW 14498.....*Elevator at Old Courthouse Annex*
   PW 14499.....*Elevators at South Jail Parking Garage*

3. **Architect** J. Dudley Anderson, County Architect

4. **SUBMITTED BY:**

ALBRECHT INC
Proposer Name

1223 1ST ST
LA MARQUE TX 77568
Proposer Address

409-935-9307
Proposer Phone Number

ALBRECHTINC@AOL.COM
Proposer e-mail or website

5. **PROPOSAL:** **Package #08 Architectural Millwork - RFP #B141018 includes the following:**

• Project Manual:

Volume 2: Proposal Documents, Agreement between Galveston County and Contractor, General Terms and Conditions of the Agreement, Division 1, Section 06220

• Drawing sheets:

Record Storage Facility.. Old North Jail .....CS1, CS2, CS3, A1.2, A1.3, A1.4,A1.5, A1.6, A2.2, A2.3, A2.4, A3.2, A3.3, A3.4, A3.5, A4.0, A5.0, A6.2, A6.3, and A6.4

Hurricane Ike Repairs:
PW 15601 ..... **Old North Jail** - CS1, CS2, CS3, AD1, SP1, SP2, A0, A1, A2, A3, A4, and A5
PW 15601 ..... **Old Courthouse Annex**.....CS1, CS2,CS3, A0, A1, A2, A3, A4, A5, and A6

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
B. In submitting this proposal, the undersigned, agrees to the following:
   01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.
   02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.

Record Storage Facility

03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. **ADDENDA:** The undersigned acknowledges receipt of:

Addenda 1 ..... January 14, 2014 initial here _____
Addenda 2 ..... ____, 2014 initial here _____
3

7. **CONTRACT TIME:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 270 calendar days

Record Storage Facility ..... Old North Jail

8. **Base Proposal for Architectural Millwork at Record Storage Facility:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Thirteen Thousand Eight Hundred Fifty Dollars Dollars and no/100 $ 13,850 ''
(Amount written in words governs) (Amount in figures)

9. **Contingency Allowance for Architectural Millwork at Record Storage Facility:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Six Hundred Ninety Three Dollars Dollars and no/100 $ 693 ''
(Amount written in words governs) (Amount in figures)

_____ Dollars and no/100 $ _____
(Amount written in words governs) (Amount in figures)

Hurricane Ike Repairs:

PW 15601 ..... Old North Jail and Old Courthouse Annex

10. **Base Proposal for Architectural Millwork associated with PW 15061:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Forty Seven Thousand Three Hundred Seventy Three Dollars and no/100 $ 47,373 ''
(Amount written in words governs) (Amount in figures)

Record Storage Facility

11. **Contingency Allowance for Architectural Millwork associated with PW15061:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Two Thousand Three Hundred Sixty Nine Dollars Dollars and no/100 $ 2369
(Amount written in words governs) (Amount in figures)

Architectural Millwork Package Sub-Totals

12. **Overall Sub-Total Base Proposal:** The lump sum of items 8 and 10 above:

Sixty One Thousand Two Hundred Twenty Three Dollars and no/100 $ 61,223
(Amount written in words governs) (Amount in figures)

13. **Overall Contingency Allowance:** The lump sum of items and 11 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Three Thousand Sixty Two Dollars Dollars and no/100 $ 3062
(Amount written in words governs) (Amount in figures)

Architectural Millwork Package Total

14. **TOTAL:** The sum of items **12 and 13** above:

Sixty Four Thousand Two Hundred Eighty Five Dollars & no/100 $ 64,285
(Amount written in words governs) (Amount in figures)

15. **OH&P FOR CHANGES IN THE WORK:**
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10 % Overhead

15 % Profit

Proposal Number B141018
Proposal Date - January 21, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

Proposers Printed Name: ALBRECHT INC.

Proposers Address: 1223 1st ST.
La MARQUE TX 77568

Proposers Phone Number 409-935-9307

Signatory's Printed Name: DOUG ALBRECHT

Signatory's Position/Title: VICE-PRESIDENT

Seal:

Signature: [signature] date 1-27-14

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal ..... $ 37,100

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal ..... $ 27,185

TOTAL: (Must agree with Proposal (para. 8) total above) ..... $ 64,285

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

Record Storage Facility

SECTION 00104
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for **5%** of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for **5%** of the evaluation scoring.

j) The Proposer's attendance at the Pre-Proposal Conference and walk through. This item accounts for **5%** of the evaluation scoring.

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: ALBRECHT INC

Proposers Address: 1223 1st ST.
LA MARQUE TX 77568

Signatory's Name: DOUG ALBRECHT

Signatory's Position/Title: VICE-PRESIDENT

Signature: [signature] date 1-27-14

Subscribed and sworn to me on this 27 day of January 2014

[signature]
Notary Public

My Commission expires 9.11.14

MINDY L. MCMILLIN
NOTARY PUBLIC
STATE OF TEXAS
EXPIRES
9-11-2014

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

Proposal Number B141018
Proposal Date - January 21, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility.....**Old North Jail**
   Hurricane Ike Repairs:
   PW 15601 .....**Old North Jail - A**
   PW 15601 .....**Old Courthouse Annex - B**
   Hurricane Ike Repairs: not included in this package
   PW 14465.....*Elevator at Old North Jail*
   PW 14498..... *Elevator at Old Courthouse Annex*
   PW 14499..... *Elevators at South Jail Parking Garage*

3. **Architect** J. Dudley Anderson, County Architect

4. **SUBMITTED BY:**

Ardent Construction LLC
Proposer Name
133 N. Friendswood Dr. #300
Friendswood, Tx 77546
Proposer Address
713·253·0046
Proposer Phone Number
Lbrown@ardentcs.com
Proposer e-mail or website

5. **PROPOSAL:** **Package #08 Architectural Millwork - RFP #B141018 includes the following:**

• Project Manual:

Volume 2: Proposal Documents, Agreement between Galveston County and Contractor, General Terms and Conditions of the Agreement, Division 1, Section 06220

• Drawing sheets:

Record Storage Facility.. Old North Jail .....CS1, CS2, CS3, A1.2, A1.3, A1.4,A1.5, A1.6, A2.2, A2.3, A2.4, A3.2, A3.3, A3.4, A3.5, A4.0, A5.0, A6.2, A6.3, and A6.4

Hurricane Ike Repairs:
PW 15601 ..... **Old North Jail** - CS1, CS2, CS3, AD1, SP1, SP2, A0, A1, A2, A3, A4, and A5
PW 15601 ..... **Old Courthouse Annex**.....CS1, CS2,CS3, A0, A1, A2, A3, A4, A5, and A6

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
B. In submitting this proposal, the undersigned, agrees to the following:
   01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.
   02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.

Record Storage Facility

03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. **ADDENDA:** The undersigned acknowledges receipt of:

Addenda 1 ..... 1/17, 2014 initial here LB
Addenda 2 ..... 1/21, 2014 initial here LB
3 1/29, 2014 LB

7. **CONTRACT TIME:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 180 calendar days

Record Storage Facility ..... Old North Jail

8. **Base Proposal for Architectural Millwork at Record Storage Facility:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Zero Dollars and no/100 $ 0
(Amount written in words governs) (Amount in figures)

9. **Contingency Allowance for Architectural Millwork at Record Storage Facility:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Zero Dollars and no/100 $ 0
(Amount written in words governs) (Amount in figures)

Zero Dollars and no/100 $ 0
(Amount written in words governs) (Amount in figures)

Hurricane Ike Repairs:

PW 15601 ..... Old North Jail and Old Courthouse Annex

10. **Base Proposal for Architectural Millwork associated with PW 15061:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Fifty Nine Thousand Dollars and no/100 $ 59,000
(Amount written in words governs) (Amount in figures)

Record Storage Facility

11. **Contingency Allowance for Architectural Millwork associated with PW15061:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Two Thousand Nine Hundred Fifty Dollars and no/100 $ 2950
(Amount written in words governs) (Amount in figures)

Architectural Millwork Package Sub-Totals

12. **Overall Sub-Total Base Proposal:** The lump sum of items 8 and 10 above:

Fifty Nine Thousand Dollars and no/100 $ 59,000
(Amount written in words governs) (Amount in figures)

13. **Overall Contingency Allowance:** The lump sum of items and 11 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Two Thousand Nine Hundred Fifty Dollars and no/100 $ 2950
(Amount written in words governs) (Amount in figures)

Architectural Millwork Package Total

14. **TOTAL:** The sum of items **12 and 13** above:

Sixty One Thousand Nine Hundred Fifty Dollars & no/100 $ 61,950
(Amount written in words governs) (Amount in figures)

15. **OH&P FOR CHANGES IN THE WORK:**
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10 % Overhead
10 % Profit

Record Storage Facility

Proposers Printed Name: Ardent Construction LLC

Proposers Address: 133 N. Friendswood Dr. #300
Friendswood, Tx 77546

Proposers Phone Number: 713. 253. 0046

Signatory's Printed Name: Larry Brown

Signatory's Position/Title: President

Seal:

Signature: ..... date 1/30/14

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal ..... $ 24,000

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal ..... $ 35,000

TOTAL: (Must agree with Proposal (para. 8) total above) ..... $ 59,000

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

Record Storage Facility

SECTION 00104
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for 5% of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for **5%** of the evaluation scoring.

j) The Proposer's attendance at the Pre-Proposal Conference and walk through. This item accounts for **5%** of the evaluation scoring.

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: Ardent Construction LLC

Proposers Address: 133 N. Friendswood Dr. #300
Friendswood, TX 77546

Signatory's Name: Larry Brown

Signatory's Position/Title: President

Signature: date 1/30/14

Subscribed and sworn to me on this 30 day of January 2014

Notary Public

My Commission expires May 17, 2016

AMANDA NICOLE CORDER
Notary Public, State of Texas
My Commission Expires
May 17, 2016

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

RFP #B141019 – GLASS AND GLAZING

County Architect

MEMO

Date ..... February 7, 2014

Addressed to:

Rufus Crowder .....Galveston County Purchasing Agent

Project:

Record Storage Facility and Hurricane Ike Repairs at the Old North Jail and Old Courthouse Annex

project #09-009: .....Proposal # **B141019** Glass and Glazing Package

Item:

One Glass and Glazing Contractor responded to the advertisements and staff solicitations for Proposal # **B141019** Glass and Glazing Package on the referenced project.

The proposal review group consisted of:

Dudley Anderson, County Architect
Mike Bell, Associate facilities Director
Volunteer - Tim Krupp
Volunteer - Bill Pitman

Charles Kenworthy, Facilities Director
Lewis Coleman, Constr. Mgr. Agent
Volunteer - Tim Byrom

The review group evaluated the submittals the week of February 3. County staff evaluated the proposals. The volunteers reviewed the process of proposal taking.

The review group recommends Ardent Construction LLC be awarded the contract for the Glass and Glazing Trade Package Proposal # **B141019** on the referenced project.

Their proposal totaled $94,500.00.

Dudley Anderson, County Architect
attached - Proposal Tabulation forms

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141019 - Glass and Glazing Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: Team Average	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5.00	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$94,500											
est $x																	
Ardent Construction LLC	Y	Y	Y	Y	Rating	$94,500	98	78	88	75	93	100	83	1.00	100	100	
					Grading Score	50.00	4.88	3.88	4.38	3.75	4.63	5.00	4.13	4.00	5.00	5.00	94.63

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141019 - Glass and Glazing Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: J. Dudley Anderson	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$94,500											
est $x																	
Ardent Construction LLC	Y	Y	Y	Y	Rating	$94,500	90	70	70	60	70	100	70	1.00	100	100	
					Grading Score	50.00	4.50	3.50	3.50	3.00	3.50	5.00	3.50	4.00	5.00	5.00	90.50

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141019 - Glass and Glazing Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: C Kenworthy	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
						50	5	5	5	5	5	5	5	5	5	5	100
Lowest Base proposal						$94,500											
est $x					Rating	$94,500	100	80	80	80	100	100	100	1.00	100	100	
Ardent Construction LLC	Y	Y	Y	Y	Grading Score	50.00	5.00	4.00	4.00	4.00	5.00	5.00	5.00	4.00	5.00	5.00	96.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141019 - Glass and Glazing Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: M Bell	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$94,500											
est $x																	
Ardent Construction LLC	Y	Y	Y	Y	Rating	$94,500	100	60	100	60	100	100	60	1.00	100	100	
					Grading Score	50.00	5.00	3.00	5.00	3.00	5.00	5.00	3.00	4.00	5.00	5.00	93.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
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Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141019 - Glass and Glazing Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: L Coleman	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$94,500												
est $x					Rating	$94,500	100	100	100	100	100	100	100	1.00	100	100		
Ardent Construction LLC	**Y**	**Y**	**Y**	**Y**	Grading Score	50.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	4.00	5.00	5.00	99.00	

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
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No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility.....**Old North Jail**
   Hurricane Ike Repairs:
   PW 15601 .....**Old North Jail - A**
   PW 15601 .....**Old Courthouse Annex - B**
   Hurricane Ike Repairs not included in this package:
   PW 14465.....*Elevator at Old North Jail*
   PW 14498.....*Elevator at Old Courthouse Annex*
   PW 14499.....*Elevators at South Jail Parking Garage*

3. **Architect** J. Dudley Anderson, County Architect

4. **SUBMITTED BY:**

Ardent Construction LLC
Proposer Name

133 N. Friendswood Dr. #300
Friendswood, TX 77546
Proposer Address

713.253.0046
Proposer Phone Number

Lbrown@ardentcs.com
Proposer e-mail or website

5. **PROPOSAL:** **Package #13 Glass and Glazing - RFP #B141019 includes the following:**

• Project Manual:

Volume 2: Proposal Documents, Agreement between Galveston County and Contractor, General Terms and Conditions of the Agreement, Division 1, and Section 08800

• Drawing sheets:

Record Storage Facility.. Old North Jail.....CS1, CS2, CS3, A1.2, A1.3, A1.4,A1.5, A1.6, A2.2, A2.3, A2.4, A3.2, A3.3, A3.4, A3.5, A4.0, A5.0, A6.2, A6.3, and A6.4
2nd Floor Annex..... **Old Courthouse Annex**..... CS1, CS2, CS3, A0, A1, A2, A3, and A4.

Hurricane Ike Repairs:
PW 15601 ..... **Old North Jail** .. CS1, CS2, CS3, AD1, SP1, SP2, A0, A1, A2, A3, A4, and A5.
PW 15601 ..... **Old Courthouse Annex**.....CS1, CS2,CS3, A0, A1, A2, A3, A4, A5, and A6

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
B. In submitting this proposal, the undersigned, agrees to the following:
   01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.

Record Storage Facility

02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. **ADDENDA:** The undersigned acknowledges receipt of:

Addenda 1 ..... 1/17, 2014 initial here LB
Addenda 2 ..... 1/21, 2014 initial here LB
3 1/27 2014 LB

7. **CONTRACT TIME:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 180 calendar days

Record Storage Facility ..... Old North Jail

8. **Base Proposal for Glass and Glazing at Record Storage Facility:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Zero Dollars and no/100 $ 0
(Amount written in words governs) (Amount in figures)

9. **Contingency Allowance for Glass and Glazing at Record Storage Facility:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Zero. Dollars and no/100 $ 0
(Amount written in words governs) (Amount in figures)

2nd Floor Annex ..... Old Courthouse Annex

10. **Base Proposal for Glass and Glazing at the 2nd Floor of the Annex:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Five Thousand Dollars and no/100 $ 5,000
(Amount written in words governs) (Amount in figures)

11. **Contingency Allowance for Glass and Glazing at the 2nd Floor of the Annex:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 10) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Record Storage Facility

Two Hundred Fifty Dollars and no/100 $ 250
(Amount written in words governs) (Amount in figures)

Hurricane Ike Repairs:

PW 15601 .....Old North Jail and Old Courthouse Annex

12. **Base Proposal for Glass and Glazing associated with PW 15061:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Eighty Five Thousand Dollars and no/100 $ 85,000
(Amount written in words governs) (Amount in figures)

13. **Contingency Allowance for Glass and Glazing associated with PW15061:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Four Thousand Two Hundred Fifty Dollars and no/100 $ 4,250
(Amount written in words governs) (Amount in figures)

Glass and Glazing Package Sub-Totals

14. **Overall Sub-Total Base Proposal:** The lump sum of items 8,10, and 12 above:

Ninety Thousand Dollars and no/100 $ 90,000
(Amount written in words governs) (Amount in figures)

15. **Overall Contingency Allowance:** The lump sum of items 9,11, and 13 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Four Thousand Five Hundred. Dollars and no/100 $ 4500
(Amount written in words governs) (Amount in figures)

Glass and Glazing Package Total

16. **TOTAL:** The sum of items **14 and 15** above:

Ninety Four Thousand Five Hundred Dollars & no/100 $ 94,500
(Amount written in words governs) (Amount in figures)

17. **OH&P FOR CHANGES IN THE WORK:**
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10 % Overhead
10 % Profit

Record Storage Facility

Proposers Printed Name: Ardent Construction LLC

Proposers Address: 133 N. Friendswood Dr. #300
Friendswood, Tx 77546

Proposers Phone Number 713.253.0046

Signatory's Printed Name: Larry Brown

Signatory's Position/Title: President

Seal:

Signature: date 1/30/14

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal $ 65,000

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal $ 25,000

TOTAL: (Must agree with Proposal (para. 8) total above) $ 90,000

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

Record Storage Facility

SECTION 00104
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for 5% of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for **5%** of the evaluation scoring.

j) The Proposer's attendance at the Pre-Proposal Conference and walk through. This item accounts for **5%** of the evaluation scoring.

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: Ardut Construction LLC

Proposers Address: 133 N. Friendswood Dr. #300
Friendswood, Tx 77546

Signatory's Name: Larry Brown

Signatory's Position/Title: President.

Signature: date 1/30/14

Subscribed and sworn to me on this 30 day of January 2014

Notary Public

My Commission expires May 17, 2016

AMANDA NICOLE CORDER
Notary Public, State of Texas
My Commission Expires
May 17, 2016

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

RFP #B141020 – MASONRY

County Architect

MEMO

Date ..... February 7, 2014

Addressed to:

Rufus Crowder .....Galveston County Purchasing Agent

Project:

Record Storage Facility and Hurricane Ike Repairs at the Old North Jail and Old Courthouse Annex

project #09-009: ..... Proposal # **B141020** Masonry Package

Item:

Two Masonry Contractors responded to the advertisements and staff solicitations for Proposal # **B141020** Masonry Package on the referenced project.

The proposal review group consisted of:

Dudley Anderson, County Architect
Mike Bell, Associate facilities Director
Volunteer - Tim Krupp
Volunteer - Bill Pitman
Charles Kenworthy, Facilities Director
Lewis Coleman, Constr. Mgr. Agent
Volunteer - Tim Byrom

The review group evaluated the submittals the week of February 3. County staff evaluated the proposals. The volunteers reviewed the process of proposal taking.

The review group recommends Manning Masonry be awarded the contract for the Masonry Package Proposal # **B141020** on the referenced project.

Manning Masonry is based in Galveston County. They have previously performed exemplary work for Galveston County on the 722 Moody campus and Mid County Annex.

Their proposal totaled $54,474.00.

Dudley Anderson, County Architect
attached - Proposal Tabulation forms

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141020 - Masonry Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: Team Average						50	5	5	5	5	5	5	5	5.00	5	5	100
	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$54,474											
est $x																	
Manning Masonry	Y	Y	Y	Y	Rating	$54,474	98	98	98	98	98	100	98	<1	100	100	
					Grading Score	50.00	4.88	4.88	4.88	4.88	4.88	5.00	4.88	5.00	5.00	5.00	99.25
Ardnet Comnstruction LLC	Y	Y	Y	Y	Rating	$113,400	88	78	63	90	83	95	83	1.00	95	100	
					Grading Score	24.02	4.38	3.88	3.13	4.50	4.13	4.75	4.13	4.00	4.75	5.00	66.64

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141020 - Masonry Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: J. Dudley Anderson	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$54,474											
est $x																	
Manning Masonry	Y	Y	Y	Y	Rating	$54,474	90	90	90	90	90	100	90	<1	100	100	
					Grading Score	50.00	4.50	4.50	4.50	4.50	4.50	5.00	4.50	5.00	5.00	5.00	97.00
Ardnet Comnstruction LLC	Y	Y	Y	Y	Rating	$113,400	90	70	70	60	70	100	70	1.00	100	100	
					Grading Score	24.02	4.50	3.50	3.50	3.00	3.50	5.00	3.50	4.00	4.00	5.00	63.52

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

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No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
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Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141020 - Masonry Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: C Kenworthy	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$54,474											
est $x																	
Manning Masonry	Y	Y	Y	Y	Rating	$54,474	100	100	100	100	100	100	100	<1	100	100	
					Grading												
					Score	50.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	100.00
Ardnet Comnstruction LLC	Y	Y	Y	Y	Rating	$113,400	100	80	80	100	100	100	100	1.00	100	100	
					Grading												
					Score	24.02	5.00	4.00	4.00	5.00	5.00	5.00	5.00	5.00	4.00	5.00	71.02

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

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Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141020 - Masonry Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: M Bell	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
Lowest Base proposal						$54,474											
est $x																	
Manning Masonry	Y	Y	Y	Y	Rating	$54,474	100	100	100	100	100	100	100	<1	100	100	
					Grading												
					Score	50.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	100.00
Ardnet Comnstruction LLC	Y	Y	Y	Y	Rating	$113,400	100	60	100	100	60	100	100	1.00	100	100	
					Grading												
					Score	24.02	5.00	3.00	5.00	5.00	3.00	5.00	5.00	4.00	5.00	5.00	69.02

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

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No team is perfect.	100	Perfect
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No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141020 - Masonry Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: L Coleman						50	5	5	5	5	5	5	5	5	5	5	100
	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$54,474											
est $x																	
Manning Masonry	Y	Y	Y	Y	Rating	$54,474	100	100	100	100	100	100	100	<1	100	100	
					Grading												
					Score	50.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	5.00	100.00
Ardnet Comnstruction LLC	Y	Y	Y	Y	Rating	$113,400	60	100	0	100	100	80	60	1.00	80	100	
					Grading												
					Score	24.02	3.00	5.00	0.00	5.00	5.00	4.00	3.00	3.00	4.00	5.00	61.02

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

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Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Number B141020
Proposal Date - January 28, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility.....**Old North Jail**
   Hurricane Ike Repairs:
   PW 15601 .....**Old North Jail - A**
   PW 15601 .....**Old Courthouse Annex - B**
   Hurricane Ike Repairs not included in this package:
   PW 14465.....*Elevator at Old North Jail*
   PW 14498.....*Elevator at Old Courthouse Annex*
   PW 14499.....*Elevators at South Jail Parking Garage*

3. **Architect** J. Dudley Anderson, County Architect

4. **SUBMITTED BY:**

   Manning Masonry Co., Inc.
   Proposer Name

   4905 Minnesota St.

   Dickinson, TX 77539
   Proposer Address

   (281)337-3041
   Proposer Phone Number

   manningmasco@aol.com
   Proposer e-mail or website

5. **PROPOSAL:** **Package #14 Masonry- RFP #B141020 includes the following:**

Scope Note - As part of this proposal provide masonry infill to 8 locations on the exterior where exhaust ducts were removed and there are holes in the screen approximately 3 foot square. Photos included in Addenda 1 assist in locating the holes. Masonry units are provided by the Owner but may require some cleaning or mortar removal. The masonry units are on site and may be inspected.
As part of the Hurricane Ike repair PW 15601 provide face brick on the exterior wall outside of Rooms 100 and 111 to match adjacent brown brick. Refer to revised plan sheet A1.

• Project Manual:

Volume 2: Proposal Documents, Agreement between Galveston County and Contractor, General Terms and Conditions of the Agreement, Division 1, and Section 04200.

• Drawing sheets:

Record Storage Facility.. Old North Jail .....CS1, CS2, CS3, A1.2, A1.3, A1.4,A1.5, A1.6, A2.2, A2.3, A2.4, A3.2, A3.3, A3.4, A3.5, A4.0, A5.0, A6.2, A6.3, and A6.4
2nd Floor Annex ..... **Old Courthouse Annex**..... CS1, CS2, CS3, A0, A1, A2, A3, and A4.

Hurricane Ike Repairs:
PW 15601 ..... **Old North Jail** - ACS1, CS2, CS3, AD1, SP1, SP2, A0, A1, A2, A3, A4, and A5.
PW 15601 ..... **Old Courthouse Annex**.....CS1, CS2,CS3, A0, A1, A2, A3, A4, A5, and A6

Record Storage Facility

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.

B. In submitting this proposal, the undersigned, agrees to the following:
   - 01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.
   - 02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
   - 03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
   - 04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
   - 05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
   - 01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. **ADDENDA:** The undersigned acknowledges receipt of:

Addenda 1 ..... January 14, 2014 initial here Jam
Addenda 2 ..... Jan. 21, 2014 initial here Jam

7. **CONTRACT TIME:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within Sixty calendar days

Record Storage Facility ..... Old North Jail

8. **Base Proposal for Masonry at Record Storage Facility:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Twenty Three Thousand Three Hundred - - - - - Dollars and no/100 $ 23,300.00
(Amount written in words governs) (Amount in figures)

9. **Contingency Allowance for Masonry at Record Storage Facility:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Eleven Hundred Sixty Five - - - - - - - - - -- - - Dollars and no/100 $ 1,165.00
(Amount written in words governs) (Amount in figures)

Record Storage Facility

2nd Floor Annex.....Old Courthouse Annex

10. Base Proposal for Masonry at the 2nd Floor of the Annex: The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Four Thousand Three Hundred Forty - - - - - - Dollars and no/100 $4,340.00
(Amount written in words governs) (Amount in figures)

11. Contingency Allowance for Masonry at the 2nd Floor of the Annex: The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 10) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Two Hundred Seventeen - - - - - - - - - - - - - Dollars and no/100 $217.00
(Amount written in words governs) (Amount in figures)

Hurricane Ike Repairs:

PW 15601 .....Old North Jail and Old Courthouse Annex

12. Base Proposal for Masonry associated with PW 15061: The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Twenty Four Thousand Two Hundred Forty - - - Dollars and no/100 $24,240.00
(Amount written in words governs) (Amount in figures)

13. Contingency Allowance for Masonry associated with PW15061: The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Twelve Hundred Twelve - - - - - - - - - - - - - Dollars and no/100 $1,212.00
(Amount written in words governs) (Amount in figures)

Masonry Package Sub-Totals

14. Overall Sub-Total Base Proposal: The lump sum of items 8,10, and 12 above:

Fifty One Thousand Eight Hundred Eighty - - - Dollars and no/100 $51,880.00
(Amount written in words governs) (Amount in figures)

15. Overall Contingency Allowance: The lump sum of items 9,11, and 13 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Twenty Five Hundred Ninety Four - - - - - - - Dollars and no/100 $2,594.00
(Amount written in words governs) (Amount in figures)

Masonry Package Total

16. TOTAL: The sum of items **14 and 15** above:

Fifty Four Thousand Four Hundred Seventy Four Dollars & no/100 $54,474.00
(Amount written in words governs) (Amount in figures)

Record Storage Facility

17. OH&P FOR CHANGES IN THE WORK:
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10 % Overhead

10 % Profit

Proposers Printed Name: Manning Masonry Co., Inc.

Proposers Address: 4905 Minnesota St.

Dickinson, TX 77539

Proposers Phone Number (281)337-3041

Signatory's Printed Name: James A. Manning

Signatory's Position/Title: President

Seal:

Signature: James A. Manning date January 30, 2014

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal $ 7,947.00

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal $ 46,527.00

TOTAL: (Must agree with Proposal (para. 8) total above) $ 54,474.00

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

Record Storage Facility

SECTION 00104
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for 5% of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for **5%** of the evaluation scoring.

j) The Proposer's attendance at the Pre-Proposal Conference and walk through. This item accounts for **5%** of the evaluation scoring.

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: Manning Masonry Co., Inc.

Proposers Address: 4905 Minnesota St. Dickinson, TX 77539

Signatory's Name: James A. Manning

Signatory's Position/Title: President

Signature: James A. Manning date 1/30/14

Subscribed and sworn to me on this 30th day of January 2014

Beatriz A Guerrero
Notary Public

My Commission expires March 18, 2016

BEATRIZ A. GUERRERO
Notary Public, State of Texas
My Commission Expires
MARCH 18, 2016

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility.....**Old North Jail**
   Hurricane Ike Repairs:
   PW 15601 .....**Old North Jail - A**
   PW 15601 .....**Old Courthouse Annex - B**
   Hurricane Ike Repairs not included in this package:
   PW 14465.....*Elevator at Old North Jail*
   PW 14498.....*Elevator at Old Courthouse Annex*
   PW 14499.....*Elevators at South Jail Parking Garage*

3. **Architect** J. Dudley Anderson, County Architect

4. **SUBMITTED BY:**

Ardent Construction LLC
Proposer Name

133 N. Friendswood Dr. #300
Friendswood, Tx 77546
Proposer Address

713.253.0046
Proposer Phone Number

Lbrown@ardentcs.com
Proposer e-mail or website

5. **PROPOSAL:** **Package #14 Masonry- RFP #B141020 includes the following:**

• Project Manual:

Volume 2: Proposal Documents, Agreement between Galveston County and Contractor, General Terms and Conditions of the Agreement, Division 1, and Section 04200.

• Drawing sheets:

Record Storage Facility.. Old North Jail .....CS1, CS2, CS3, A1.2, A1.3, A1.4,A1.5, A1.6, A2.2, A2.3, A2.4, A3.2, A3.3, A3.4, A3.5, A4.0, A5.0, A6.2, A6.3, and A6.4
2nd Floor Annex..... **Old Courthouse Annex**..... CS1, CS2, CS3, A0, A1, A2, A3, and A4.

Hurricane Ike Repairs:
PW 15601 ..... **Old North Jail - A**CS1, CS2, CS3, AD1, SP1, SP2, A0, A1, A2, A3, A4, and A5.
PW 15601 ..... **Old Courthouse Annex**.....CS1, CS2,CS3, A0, A1, A2, A3, A4, A5, and A6

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
B. In submitting this proposal, the undersigned, agrees to the following:
   01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.

Record Storage Facility

02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. **ADDENDA:** The undersigned acknowledges receipt of:

Addenda 1 ..... 1/17, 2014 initial here LB
Addenda 2 ..... 1/21, 2014 initial here LB
3 1/27/2014 LB

7. **CONTRACT TIME:** Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within 180 calendar days

Record Storage Facility ..... Old North Jail

8. **Base Proposal for Masonry at Record Storage Facility:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Fifty Three Thousand Dollars and no/100 $ 53,000
(Amount written in words governs) (Amount in figures)

9. **Contingency Allowance for Masonry at Record Storage Facility:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Two Thousand Six Hundred Fifty Dollars and no/100 $ 2,650
(Amount written in words governs) (Amount in figures)

2nd Floor Annex ..... Old Courthouse Annex

10. **Base Proposal for Masonry at the 2nd Floor of the Annex:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Eleven Thousand Dollars and no/100 $ 11,000
(Amount written in words governs) (Amount in figures)

11. **Contingency Allowance for Masonry at the 2nd Floor of the Annex:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 10) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Record Storage Facility

Five Hundred Fifty Dollars and no/100 $ 550
(Amount written in words governs) (Amount in figures)

Hurricane Ike Repairs:

PW 15601 .....Old North Jail and Old Courthouse Annex

12. **Base Proposal for Masonry associated with PW 15061:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Fourty Four Thousand Dollars and no/100 $ 44,000
(Amount written in words governs) (Amount in figures)

13. **Contingency Allowance for Masonry associated with PW15061:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Two Thousand Two Hundred Dollars and no/100 $ 2,200
(Amount written in words governs) (Amount in figures)

MasonryPackage Sub-Totals

14. **Overall Sub-Total Base Proposal:** The lump sum of items 8,10, and 12 above:

One Hundred Eight Thousand. Dollars and no/100 $ 108,000
(Amount written in words governs) (Amount in figures)

15. **Overall Contingency Allowance:** The lump sum of items 9,11, and 13 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Five Thousand Four Hundred Dollars and no/100 $ 5,400
(Amount written in words governs) (Amount in figures)

MasonryPackage Total

16. **TOTAL:** The sum of items **14 and 15** above:

One Hundred Thirteen Thousand Four Hundred Dollars & no/100 $ 113400
(Amount written in words governs) (Amount in figures)

17. **OH&P FOR CHANGES IN THE WORK:**
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

10 % Overhead
10 % Profit

Record Storage Facility

Proposers Printed Name: Ardent Construction LLC

Proposers Address: 133 N. Friendswood #300
Friendswood, Tx 77546

Proposers Phone Number: 713 253 0046

Signatory's Printed Name: Larry Brown

Signatory's Position/Title: President

Seal:

Signature: date: 1/30/14

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal ..... $ 49,000

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal ..... $ 59,000

TOTAL: (Must agree with Proposal (para. 8) total above) ..... $ 108,000

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

Record Storage Facility

SECTION 00104
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for 5% of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for **5%** of the evaluation scoring.

j) The Proposer's attendance at the Pre-Proposal Conference and walk through. This item accounts for **5%** of the evaluation scoring.

Record Storage Facility

NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: Ardut Construction LLC

Proposers Address: 133 N. Friendswood Dr. #300
Friendswood, Tx 77546

Signatory's Name: Larry Brown

Signatory's Position/Title: President

Signature: date 1/30/14

Subscribed and sworn to me on this 30 day of January 2014

Notary Public

My Commission expires May 17, 2016

AMANDA NICOLE CORDER
Notary Public, State of Texas
My Commission Expires
May 17, 2016

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION

RFP #B141021 – MISCELLANEOUS METALS

County Architect

MEMO

Date ..... February 7, 2014

Addressed to:

Rufus Crowder .....Galveston County Purchasing Agent

Project:

Record Storage Facility and Hurricane Ike Repairs at the Old North Jail and Old Courthouse Annex

project #09-009: .....Proposal **# B141021** Miscellaneous Metals Package

Item:

One Miscellaneous Metals Contractor responded to the advertisements and staff solicitations for Proposal **# B141021** Miscellaneous Metals Package on the referenced project.

The proposal review group consisted of:

Dudley Anderson, County Architect
Mike Bell, Associate facilities Director
Volunteer - Tim Krupp
Volunteer - Bill Pitman
Charles Kenworthy, Facilities Director
Lewis Coleman, Constr. Mgr. Agent
Volunteer - Tim Byrom

The review group evaluated the submittals the week of February 3. County staff evaluated the proposals. The volunteers reviewed the process of proposal taking.

The review group recommends D and A Welding be awarded the contract for the Miscellaneous Metals Package Proposal **# B141021** on the referenced project.

D and A Welding is based in Galveston County.

Their proposal totaled $185,345.14.

Dudley Anderson, County Architect

attached - Proposal Tabulation forms

W:\Architecture\0 PROJECTS\09-009 Records Storage - Annex\00 AP - Fees-Invoices-Expenses\Construction\D and A Welding\Memo-B141021- Misc Metals RecommendationR.doc

722 Moody 6th Floor Galveston, Texas 77550 (409) 770-5330

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141021 - Miscellaneous Metals Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: Team Average						50	5	5	5	5	5	5	5	5.00	5	5	100
	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	Total Score
Lowest Base proposal						$185,345											
est $x																	
D & A Welding	Y	Y	Y	Y	Rating	$185,345	95	73	73	93	83	100	88	1	100	100	
					Grading Score	50.00	4.75	3.63	3.63	4.63	4.13	5.00	4.38	4	5.00	5.00	94.13

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141021 - Miscellaneous Metals Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: J. Dudley Anderson	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$185,345											
est $x																	
D & A Welding	Y	Y	Y	Y	Rating	$185,345	100	90	90	90	90	100	90	1.00	100	100	
					Grading Score	50.00	5.00	4.50	4.50	4.50	4.50	5.00	4.50	4.00	5.00	5.00	96.50

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141021 - Miscellaneous Metals Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: C Kenworthy	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$185,345											
est $x																	
D & A Welding	Y	Y	Y	Y	Rating	$185,345	100	60	60	100	100	100	100	1.00	100	100	
					Grading												
					Score	50.00	5.00	3.00	3.00	5.00	5.00	5.00	5.00	4.00	5.00	5.00	95.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141021 - Miscellaneous Metals Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: M Bell	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$185,345											
est $x																	
D & A Welding	**Y**	**Y**	**Y**	**Y**	Rating	$185,345	100	60	60	100	60	100	100	1.00	100	100	
					Grading Score	50.00	5.00	3.00	3.00	5.00	3.00	5.00	5.00	4.00	5.00	5.00	93.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
Acceptable without difficulty	60	Good work and causes the rest of the team extra effort to deal with them.
Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Evaluation Worksheet
Password protected cells - password is "proposal tab"

Proposal Package B141021 - Miscellaneous Metals Package - Record Storage/Storm Repair at 722 Moody Campus

Evaluator: L Coleman	Proposal Bond	Addenda 1	Addenda 2	Addenda 3		50	5	5	5	5	5	5	5	5	5	5	100
						Base Proposal and alternate	References from previous contracts comparable in size and scope	Quality of performance with County (or other political subdivisions in County) on previous contracts	Quality of Proposed personnel	Quality of Proposed suncontractor, supplier, or team members personnel	Probability of satisfactory future maintenance, repair, & service, including time for emergency warranty work	Compliance with laws on previous contracts	Proposer performance record of timely completion on previous projects similar in size and scope	Proposer safety record including current EMR	Proposer history of claims, litigation, or arbitration with any Owner in the last 5 years	Participation in Pre-proposal meeting	**Total Score**
Lowest Base proposal						$185,345											
est $x																	
D & A Welding	Y	Y	Y	Y	Rating	$185,345	80	80	80	80	80	100	60	1.00	100	100	
					Grading Score	50.00	4.00	4.00	4.00	4.00	4.00	5.00	3.00	4.00	5.00	5.00	92.00

The Base Proposal Cost rating is from lowest dollar to highest dollar.The scoring for the Base Proposal Costs is accomplished by dividing the lowest proposed cost by the individual proposer cost to obtain the grading and multiplying that fraction by the 50 points possible. Therefore the proposal cost proposal will receive 50 points.

The Safety record will be scored based upon all EMR below 1 being awarded 5 points, an EMR of 1 awarded 4 points, an EMR of 1.1 awarded 3 points, an EMR of 1.2 awarded 2 points, an EMR of 1.3 awarded 1 point, and an EMR greater than 1.4 awarded 0 points.

Description	Rating	How the references respond
No team is perfect.	100	Perfect
What we want	90	Quality Work and willingly contributes to the team effort
if above not available	80	Quality work and causes the rest of the team extra effort to deal with them.
Easily acceptable	70	Good work and willingly advances the team effort
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Minimally acceptable	50	Marginally acceptable work and willingly contributes to the team effort
Below expectations	40	Marginally acceptable work and causes the rest of the team extra effort to deal with them.
No	30	Poor work and attempts to contribute to the team effort
No	20	Poor work and causes the rest of the team extra effort to deal with them.
No	0	

Proposal Number B141021
Proposal Date - January 28, 2014
Proposal Time - 10:00 a.m.

Record Storage Facility

SECTION 00101
PROPOSAL FORM

1. **OWNER:** Galveston County
2. **PROJECT:**
   Record Storage Facility.....**Old North Jail**
   Hurricane Ike Repairs:
   PW 15601 .....**Old North Jail - A**
   PW 15601 .....**Old Courthouse Annex - B**
   Hurricane Ike Repairs not included in this package:
   PW 14465.....*Elevator at Old North Jail*
   PW 14498.....*Elevator at Old Courthouse Annex*
   PW 14499.....*Elevators at South Jail Parking Garage*

3. **Architect** J. Dudley Anderson, County Architect
4. **SUBMITTED BY:** D&A Welding & Fabrication Co.
   Proposer Name
   4011 F.M. 2004
   La Marque, Tx. 77568
   Proposer Address
   409-256-5368
   Proposer Phone Number
   DandAwelding@yahoo.com
   Proposer e-mail or website

5. **PROPOSAL:** **Package #15 Miscellaneous Metals- RFP #B141021 includes the following:**

• Project Manual:

Volume 2: Proposal Documents, Agreement between Galveston County and Contractor, General Terms and Conditions of the Agreement, Division 1, and Section 05500.

• Drawing sheets:

Record Storage Facility.. Old North Jail .....CS1, CS2, CS3, A1.2, A1.3, A1.4,A1.5, A1.6, A2.2, A2.3, A2.4, A3.2, A3.3, A3.4, A3.5, A4.0, A5.0, A6.2, A6.3, and A6.4
2nd Floor Annex ..... **Old Courthouse Annex**..... CS1, CS2, CS3, A0, A1, A2, A3, and A4.

Hurricane Ike Repairs:
PW 15601 .....**Old North Jail** - CS1, CS2, CS3, AD1, SP1, SP2, A0, A1, A2, A3, A4, and A5.
PW 15601 .....**Old Courthouse Annex**.....CS1, CS2,CS3, A0, A1, A2, A3, A4, A5, and A6

A. Having examined the Instructions to Proposers, Contract Documents, and Conditions of the Contract of the Project listed above, dated March 26, 2013 including Addenda and having visited and fully inspected the site and examined all conditions affecting the Project, the undersigned, proposes to perform the complete Work of the Project required by the said Documents for the sum or sums set forth below.
B. In submitting this proposal, the undersigned, agrees to the following:
   01. Hold the proposal open for acceptance for 60 days from the submission of Proposal.

Record Storage Facility

02. Accept the right of the Owner to reject any, or all proposals, to waive formalities, and to accept the proposal which the Owner considers most advantageous to him.
03. Accept the right of the Owner to reject any Subcontractor. A new Subcontractor may be contracted with the difference in proposal amount added to, or subtracted from, the Contract.
04. Enter into and execute a Contract if awarded, on the basis of the Base Proposal and selected Alternate Proposals, if any.
05. Complete the Work in accordance with the Contract Documents within the stipulated Contract Time.

C. Furnish specified insurance.
01. Furnish specified insurance, performance, and payment bonds as per the Agreement between Galveston County and Trade Contractor..

D. The undersigned acknowledges that being notified that he has the best responsible Proposal does not convey upon him any property right to an award of the Contract or anything of value. The undersigned also acknowledges that no rights rest under the Proposal or tentative award and that any rights the Proposer may obtain will arise only upon execution of the Contract.

6. ADDENDA: The undersigned acknowledges receipt of:

Addenda 1 ..... January 14, 2014 initial here D.H.K.
Addenda 2 ..... _____, 2014 initial here D.H.K.

7. CONTRACT TIME: Undersigned agrees to commence work upon receipt of Notice to Proceed and be substantially complete within _____ calendar days

Record Storage Facility ..... Old North Jail

8. Base Proposal for Miscellaneous Metals at Record Storage Facility: The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Thirty nine thousand, six hundred dollars & zero cents Dollars and no/100 $39,600
(Amount written in words governs) (Amount in figures)

9. Contingency Allowance for Miscellaneous Metals at Record Storage Facility: The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 8) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

One thousand, nine hundred eighty dollars & zero cents Dollars and no/100 $1,980
(Amount written in words governs) (Amount in figures)

2nd Floor Annex ..... Old Courthouse Annex

10. Base Proposal for Miscellaneous Metals at the 2nd Floor of the Annex: The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

Ø Dollars and no/100 $ Ø
(Amount written in words governs) (Amount in figures)

Record Storage Facility

11. **Contingency Allowance for Miscellaneous Metals at the 2nd Floor of the Annex:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 10) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Ø Dollars and no/100 $ Ø
(Amount written in words governs) (Amount in figures)

Hurricane Ike Repairs:

PW 15601 .....Old North Jail and Old Courthouse Annex

12. **Base Proposal for Miscellaneous Metals associated with PW 15061:** The undersigned agrees to perform the complete Work of this Project, for the lump sum price of (The Base Proposal includes all allowances listed in the Section 01020 except for the Contingency Allowance):

One hundred thirty six thousand, nine hundred nineteen dollars & eighteen cents Dollars and no/100 $ $136,919.18
(Amount written in words governs) (Amount in figures)

13. **Contingency Allowance for Miscellaneous Metals associated with PW15061:** The undersigned agrees to include a Contingency Allowance equal to 5% of the Base Proposal lump sum (item 12) to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Six thousand, eight hundred forty five dollars & ninety six cents. Dollars and no/100 $ $6,845.96
(Amount written in words governs) (Amount in figures)

Miscellaneous Metals Package Sub-Totals

14. **Overall Sub-Total Base Proposal:** The lump sum of items 8,10, and 12 above:

One hundred seventy six thousand five hundred nineteen dollars, eighteen cents. Dollars and no/100 $ $176,519.18
(Amount written in words governs) (Amount in figures)

15. **Overall Contingency Allowance:** The lump sum of items 9,11, and 13 above to be utilized by Galveston County for unforeseen items of work as per Section 01020 of the Project manual:

Eight thousand, eight hundred twenty five dollars & ninty six cents Dollars and no/100 $ $8,825.96
(Amount written in words governs) (Amount in figures)

Miscellaneous Metals Package Total

16. **TOTAL:** The sum of items **14 and 15** above:

One hundred eighty five thousand, three hundred, forty five dollars & fourteen cents Dollars & no/100 $ $185,345.14
(Amount written in words governs) (Amount in figures)

17. **OH&P FOR CHANGES IN THE WORK:**
The reasonable overhead and profit allowable under Article VIII of the Agreement will be set as follows:

5 % Overhead

5 % Profit

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Proposers Printed Name: D & A Welding & Fabrication Co.

Proposers Address: 4011 F.M. 2004
La Marque, Tx. 77568

Proposers Phone Number: 409-256-5368

Signatory's Printed Name: David H. Keels jr.

Signatory's Position/Title: Owner / Fabricator

Seal:

Signature: David H. Keels jr. date 1-20-14

Note that Section 00104 - Proposal Evaluation Waiver and other documents must accompany this form.

STATE OF TEXAS TAX STATEMENT OF MATERIALS and other charges:

The cost of in-place materials to be incorporated into the project in the Base Proposal $46,901.15

The cost of labor, profit, materials not in-place and all other charges in the Base Proposal $129,618.03

TOTAL: (Must agree with Proposal (para. 8) total above) $176,519.18

A copy of the Proposer's completed CIQ Form that has been filed with the Galveston County Clerk's Office must be included with Proposer's Proposal.

A copy of Section 00104 Proposal Evaluation Waiver must be included with Proposer's Proposal.

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SECTION 00104
PROPOSAL EVALUATION WAIVER AND QUALIFICATION STATEMENT

By submitting a proposal, the Proposer indicated below agrees to waive any claim it has or may have against the Owner, Architect, Engineers, Consultants, or Construction Manager and their respective employees, arising out of or in connection with the administration, evaluation, or recommendation of any proposal. The Proposer further agrees the Owner reserves the right to waive any requirements under the proposal documents or the Contract Documents, acceptance or rejection of any proposals, and recommendation or award of the contract.

In order to evaluate proposals the following items **must** be turned in along with the proposal form to allow Galveston County to determine the best overall proposal.

The information below shall be provided on the Proposer's letterhead. Failure to provide the information may result in no points awarded for that item in the evaluation process. Each item below will be researched for each Trade Contractor and assigned a relative value more fully described on the Proposal Tabulation Form attached for information only in Section 00300.

a) References from **all or the most recent 20** previous contracts comparable to this contract size and scope during the last five years. (including complete Owner name, individual Owner contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

b) References from **all or the most recent 20** previous contracts with Galveston County and other political subdivisions located within Galveston County. (include Entity name, individual Entity contact, current phone numbers, project size, etc.). This item accounts for **5%** of the evaluation scoring.

c) Single page resume of superintendent, Project Manager, and Project Executive for this project. The quality of personnel accounts for **5%** of the evaluation scoring.

d) Listing of proposed subcontractors, suppliers, and other team members. The quality of subcontractors, suppliers, and other team members (if none then the quality of personnel above will be duplicated here) accounts for **5%** of the evaluation scoring.

e) Based upon references listed above the probability of satisfactory post construction maintenance, repair, and service for emergency warranty work. The probability of satisfactory response to warranty work accounts for **5%** of the evaluation scoring.

f) Based upon references listed above the probability of satisfactory timely completion of the work. The probability of satisfactory timely completion of the work accounts for **5%** of the evaluation scoring.

g) The Proposer's safety record including the current EMR (experience modifier rate). The EMR relative to 1 accounts for **5%** of the evaluation scoring.

h) The Proposer's history of claims, mediation, litigation or arbitration with any Owner in the past 5 years. This item accounts for **5%** of the evaluation scoring.

i) The Proposer's historic compliance with laws and codes governing construction activities, including any current or past (within the past year) asbestos violations with the Department of State Health Services. This item accounts for **5%** of the evaluation scoring.

j) The Proposer's attendance at the Pre-Proposal Conference and walk through. This item accounts for **5%** of the evaluation scoring.

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NOTE: The Statement of Affirmation Must Be Notarized.

STATEMENT OF AFFIRMATION

"The undersigned affirms that he/she is duly authorized to execute this waiver by the person(s) or business entity making the proposal.

Proposer's Name: D & A Welding & Fabrication Co.

Proposers Address: 4011 F.M. 2004
La Marque, Tx. 77568

Signatory's Name: David H. Keels jr

Signatory's Position/Title: Owner / Fabricator

Signature: David H. Keels jr date 1-20-14

Subscribed and sworn to me on this _____ day of _____

_____
Notary Public

My Commission expires _____

NOTE: THIS FORM MUST BE EXECUTED AND SUBMITTED WITH PROPOSAL.

END OF SECTION