



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

August 20, 2013 – 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 8/13/13 and 8/20/13.
 - b. Order for Payroll period ending 8/14/13 Bi-Weekly #17.
 - c. Order for Supplemental Payroll period ending 8/14/13 Bi-Weekly #17.
 - d. Internal Audit report of Justice of the Peace, Precinct 2 for period 4/1/12 - 3/31/13 including response letter from Honorable Penny Pope.
 - e. District Judges' Order approving the County Auditor's budget for 2014.
- *2. Receive and file *Summary of Bi-Weekly Personnel Movements pay period #16, July 18 - 31, 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. Receive and file *Appointment & Oath of Office for Deputy Constable* submitted by Human Resources on behalf of Constable Pct. 7.
- *5. Consideration of a *Resolution honoring the retirement of Faith Garate from the Juvenile Justice Department* submitted by County Legal.
- *6. Consideration of a *Resolution honoring the retirement of Detective Sergeant Leonard Michael Creech from the Galveston County Sheriff's Office* submitted by County Legal.
- *7. Consideration for a *Resolution honoring County Clerk Dwight Sullivan* submitted by Commissioner, Precinct 2.
- *8. Receive and file *Summary of the Compliance Audit for the Jail contract between Conmed Healthcare Management, Inc. and the County of Galveston for the period of April 1, 2013 through June 30, 2013* submitted by County Judge.
- *9. Receive and file *information related to Application of Ashland, Inc. for Tax Abatement* submitted by the Director of Community Services Department.
- *10. Receive and file *letter recognizing the efforts of United Way and collaboration with Galveston County in successful programs* submitted by Community Services Division.
- *11. Consideration of a *request to waive a deposit and user permit fee (Facility Permitting Policy, Section 5.1.2) for Toys for Tots use of Walter Hall Park on Saturday, December 14, 2013 for their annual toy run*, submitted by the Parks Department.
- *12. Consideration of *authorizing the grant application through the Houston-Galveston Area Council to the Department of Aging & Disability Services for the Title III parts B & C for Nutrition and Transportation Services* submitted by the Grants Manager.
- *13. Consideration for *approval of Renewal of Perfect Disk* submitted by Information Technology.
- *14. Consideration of *approval for renewal of Promodag* submitted by Information Technology.
- *15. Consideration of *approval for renewal of Solarwinds maintenance* submitted by Information Technology.
- *16. Consideration to *authorize an extension on the following bid* submitted by the Purchasing Agent:
 - a. Bid #B112028 Indigent Burial Services
- *17. Consideration of *authorization to dispose of Salvage or Surplus Property* submitted by the Purchasing Agent.

- *18. Consideration of a *Galveston County resolution requesting FEMA to incorporate the previously furnished models and floodplain changes furnished by the Clear Creek Watershed Steering Committee and the Cities of Friendswood and League City into the preliminary Flood Insurance Rate Maps* submitted by Commissioner, Precinct 4.
- *19. Consideration of a *Galveston County resolution opposing the proposed unreasonable increases in FEMA flood insurance rates and proposed FEMA loss of grandfathered status on pre-existing structures under the Biggert Waters Flood Insurance Reform Act and requesting our federal congressional representatives to sponsor legislation canceling these changes* submitted by Commissioner, Precinct 4.
- *20. Consideration of *authorization to execute an Abatement of (1) Tax Foreclosed Property which is a public nuisance by the City of Dickinson* submitted by the Nuisance Abatement Officer.
- *21. Consideration of *requests for Tax Refunds in Excess of \$2,500.00* requested by the Tax Assessor/Collector:

a.	Account	Amount	Reason
	7144-0000-0068-000	\$ 13,483.85	Over Payment
		\$ 12,796.30	Over Payment
		\$ 5,828.67	Over Payment
	3505-0018-0008-001	\$ 7,668.02	Over Payment
	7043-0001-0025-000	\$ 4,682.07	Over Payment

Action Agenda

22. **Community Services**

- a. Consideration of Adopting Resolution Electing to Continue to be Eligible to Participate in Tax Abatement and Adopting Guidelines and Criteria Governing Tax Abatement Agreements in Reinvestment Zones Designated within the Boundaries of the County of Galveston, Texas.
- b. Consideration of Resolution Adopting Eligibility Standards, Application, Documentation, and Verification Procedures, Optional Health Care Services, and Authorizing Publication of Public Notice.

23. **County Architect**

- a. Consideration for authorization for the Grants Manager to withdraw various FEMA PW's in an effort to close out Hurricane Ike and FEMA projects:
 - 1. Galveston County Museum, 2219 Market

2. 4 Stop Elevator in North Jail

24. **County Engineer**

- a. Consideration of application from William E. Barrett and Jim J. Barrett to convey portions of lot 357, Blue Water Addition, No. 2 in Crystal Beach by metes and bounds without revising the plat.
- b. Consideration of release of Travelers Casualty and Surety Company of America's Bond No. 40S103122262BCM issued to Samson Lone Star Limited Partnership on July 28, 1999 for CR Permit No. 2310 issued to Samson Lone Star Limited Partnership on September 9, 1999.

25. **County Legal**

- a. Consideration of Memorandum of Understanding Between the Texas General Land Office and the County of Galveston submitted by County Legal.
- b. Consideration of execution of a First Amendment to a Lease Agreement with Bayside Warehouse for the extension of the existing warehouse lease submitted by County Legal.
- c. **Break into Executive Session.**
- d. **Executive Session:** Texas Government Code Section 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 the functions of the Galveston County Medical Examiner's Office.
- e. **Reconvene into Regularly Scheduled Meeting.**

26. **Housing Department**

- a. Consideration of approving reclassification of Housing Monitoring Coordinator (Psn #1525000402).

27. **Parks & Senior Services**

- a. Consideration of a request to waive a deposit and user permit fee (Facility Permitting Policy, Section 5.1.2) for the Santa Fe Heritage Festival's use of Runge Park on Saturday, November 9, 2013.

28. **Professional Services**

- a. Update on Round 1 and Round 2.2 presented by CDBG Project Coordinator.
- b. Consideration of approval of FEMA projects and engineers as needed and update presented by the Grants Manager.
- c. Consideration of acceptance of the Local Initiative Project Grant (LIP) from the Air Quality Division of TCEQ submitted by the Grants Manager.
- d. Consideration and acceptance of the Texas Automobile Burglary and Theft Prevention Authority grant award for the Galveston County Auto Crimes Task Force submitted by the Grants Manager.
- e. Consideration of acceptance of the Hazardous Materials Emergency Preparedness Grant from the Texas Division of Emergency Management Department of Public Safety submitted by the Grants Manager.
- f. Consideration of executing the Tri-Party agreements between Galveston County, the contractors, and homeowners participating in the Severe Repetitive Loss (SRL) Program for the following addresses submitted by the Grants Manager:
 1. 16 Windsong Lane, Friendswood, Texas 77456
 2. 5741 Ave R, Galveston, Texas 77551
 3. 2525 Cemetery Road, Santa Fe, Texas 77510
 4. 514 St. Charles St., League City, Texas 77573
- g. Consideration of approval of the DWI No Refusal - Blood Draw Grant for Holiday and Festival Weekends Budget submitted by the Director of Professional Services.
- h. Consideration of authorizing submission of Severe Repetitive Loss grant application to the Texas Division of Emergency Management to assist homeowners with flood-damaged properties and authorizing the County Judge to sign necessary documents submitted by the Grants Manager.
- i. Consideration of negotiating a task order with Science Applications International Corporation BDR Division for development of a grant application mitigation of Severe Repetitive Loss properties submitted by the Grants Manager.
- j. Consideration of Budget Amendments:
 1. 13-070-0820-A

Tax Assessor Collector - Request to exempt the promotion of a County employee from the limitations of Human Resource policy HR009(H)(1).

2. 13-071-0820-B
Emergency Management - Request for an intra-departmental transfer from Contract Services to Travel and Education to fund expenditures through the end of fiscal year 2013.
3. 13-072-0820-C
Justice Court Precinct #8-1- Request for an intra-departmental transfer from Travel and Education to Supplies and Materials to fund expenditures through the end of the fiscal year 2013.
4. 13-073-0820-D
Combination Tax/Revenue Certificates of Obligation, Series 2003C - Request to budget capital outlay projects - replacement of carpet at Wayne Johnson Community Center and Juvenile Justice Detention Center and Juvenile Justice exterior painting expenditures.
5. 13-074-0820-E
Justice Court Precinct #6 - Request for an intra-departmental transfer from Supplies and Materials to Travel and Education to fund expenditures through the end of fiscal year 2013.
6. 13-075-0820-F
Information Technology- Request to budget capital outlay project- Remote Magistration Project.
7. 13-076-0820-G
Road and Bridge- Request to increase budget for Auto Fuel Expense to fund expenditures through the end of the fiscal year 2013.
8. 2013
Juvenile Justice Alternate Education Program Reimbursement "P" Grant - Budget Amendment.

29. **Purchasing**

- a. Consideration for authorization of the following RFP's/RFQ/Bids:
 1. Bid #B131021 Galveston County Justice Center Generators
 2. RFQ #B131022B Real Estate Professional Pool
 3. Bid #B131026 Juvenile Justice Center Exterior Painting Project

4. RFP #B132010 Galveston County Guardianship Program
5. RFP #B132011 Grounds Maintenance for Galveston County
- b. Consideration to donate surplus vehicle to Jamaica VFD
- c. Request for consideration to authorize additional contractors for SRL Program Home Elevation Services, RFQ# B131024.

30. **Road and Bridge**

- a. **Public Hearing on the proposed change in the speed limit on Algoa Friendswood as required by Texas Transportation Code sections 251.152 & 251.159(d) & (e).**
- b. Consideration of Adoption of the Proposed change in the speed limit on Algoa Friendswood Established under Texas Transportation Code sections 251.152 & 251.159(d) & (e), submitted by the Road Administrator.

31. **Tax Assessor-Collector**

- a. Request for Waiver or Refund of Penalty and Interest by the Tax Assessor Collector:
 1. **Greater Life Church**
4876-0001-0025-000
2012 \$ 42.97
 2. **Allan Evans**
2431-0005-00047-000
2008 \$ 690.04
2009 \$ 1,025.08
2010 \$ 1,603.87
2011 \$ 1,393.96
 3. **Leo Dickson**
5397-0003-0003-000
2012 \$ 25.81
 4. **Evelyn Petitfils**
7763-0000-0010-000
2012 \$ 115.75
 5. **Gerald and Doris Larsen**
6070-0001-0046-000
2012 \$ 89.33

6. **Jerry & Patricia Williams**

3854-0192-0004-000

2012 \$ 683.85

- b. Request for approval of Proposed Interlocal Tax Collection Agreements with the City of Dickinson and Dickinson Independent School District and Addendum to an existing Interlocal Agreement with Galveston County Municipal Utility District #12.
- c. Consideration of Authorization to change HR009 Salary Administration Policy.

Adjourn

WORKSHOP AGENDA

- 1. Update on Galveston County Mediation Board.
- 2. Discussion of playgrounds presented by the Parks Department.
- 3. Discussion on cabanas and office trailers at Fort Travis Seashore Parks presented by Parks.
- 4. Disaster Recovery Preparedness- Submitted by Information Technology
- 5. Budget discussion and follow-up.

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

September 3, 2013

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

Honorable Judge and Members of the Court:

Attached for your consideration is the internal audit report of Justice of the Peace, Precinct 2. The audit covered the period April 1, 2012 through March 31, 2013. Also attached is the response letter from Honorable Penny Pope, dated August 13, 2013.

Sincerely,

A handwritten signature in cursive script that reads "Randall Rice".

Randall Rice CPA
County Auditor

cc: Honorable Judge Penny Pope

Attachment: Justice of the Peace, Precinct 2 Audit Report
Response Letter, Judge Penny Pope



Justice of the Peace, Precinct 2 Audit

May 31, 2013

Galveston
County
Internal Audit
Division

Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA
County Auditor

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Executive Summary

Reliability and Integrity of Information (page 3)

- Nothing came to our attention during the audit to cause us to doubt the overall reliability and integrity of the information. Though the Court lacks proper segregation of duties due to the size of the Court staff, there are sufficient compensating controls for daily operations.

Safeguarding of Assets (page 4)

- Physical security over assets (collections) is adequate.
- The Court submits properly prepared and adequately supported bank reconciliations to the Auditor's Office in a timely manner. The Judge reviews the bank reconciliation and signs for approval prior to submission.

Compliance with Statutes, Policies, and Procedures (page 5)

- The Court should comply with the statutes and Court policies by implementing the following recommendations:
 - The Court should utilize the Net Data pro rate feature when collecting partial payments.

General Information (pages 6-7)

- The County's portion of the Justice of the Peace, Precinct 2's total annual collections has decreased for the last four years from \$51,955 in 2008 to \$40,684 in 2011, primarily due to a significant decrease in criminal, civil, and hot check case filings. However, in 2012, collections began to increase to \$42,590.
- As an impact of Hurricane Ike, criminal, civil, and hot check case filings have decreased from 747 in 2008 to 481 in 2011. However, in 2012, case filings began to increase to 611.

Introduction

The Internal Audit Division conducted an internal audit of the Justice of the Peace, Precinct 2, as required by Local Government Code §115.0035. The internal audit covered the period April 1, 2012 through March 31, 2013. The audit was performed from May 1, 2013 through May 31, 2013.

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

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

The scope of the internal audit encompassed the financial records and administrative procedures related to the Justice of the Peace, Precinct 2. The internal audit included, but was not limited to, the books, accounts, reports, dockets, and records of the Justice of the Peace, Precinct 2.

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

Because of certain statutory duties required of the County Auditor, we are not independent with regard to the Galveston County Justice of the Peace, Precinct 2, as defined by the AICPA professional standards. However, our internal audit was performed with objectivity and due professional care.

Jordan Guss, Internal Auditor I, performed the audit.

Reliability and Integrity of Information

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

Separation of Duties

One of the most important internal controls is to have proper separation of duties. No one person should authorize a transaction, record a transaction, and have custody of the assets.

A proper separation of duties is sometimes difficult to establish due to the size of staff and budgetary constraints; however, there are compensating controls that are being implemented in different areas of the operations as listed below.

Dismissals

The Court's policy for dismissals requires the Judge's or the Assistant District Attorney's signature on the case jackets, authorizing the cases for dismissal. As a control to mitigate the possibility of invalid dismissals being entered, the Judge should review the "Net Data Dismissed Cases" report monthly and sign the report.

The auditor reviewed the dismissals recorded in Net Data to verify validity of the recording. It was found that dismissals were valid and authorized by the Judge. The Judge reviews the "Net Data Dismissed Cases" report monthly and signs the report as confirmation of the validity of the recorded dismissals.

Jail Time Credits

Per office policy, jail time credits (JTC) recorded in Net Data require the Judge's approval to grant jail time credits, a written plea from the defendant, and proof of the defendant serving jail time. As a control to mitigate the possibility of invalid JTC being entered, the Judge should review "Net Data Jail Time Collections" report monthly and sign the report.

The auditor reviewed the jail time credits recorded in Net Data to verify the validity of the recording and found that credits were valid. The Judge reviews the "Net Data Jail Time Collections" report monthly and signs the report as confirmation of the validity of the recorded jail time credits.

Safeguarding of Assets

Safeguarding of assets has three basic components: 1.) physical security of the collections, 2.) minimal exposure to loss, and 3.) proper management of the collections.

Physical Security

Physical security encompasses any method to physically secure the collections from loss. Collections not being used should be kept in a locked drawer/safe until they are needed.

As part of the audit, the auditor conducted a surprise cash count. All collections were accounted for at the time of the surprise cash count. Controls are in place to ensure the staff uses lockable drawers and a safe to safeguard their money in the office until deposited. Each clerk has a separate drawer that is kept locked and the safe remains locked when not in use.

Minimizing Exposure to Loss

Daily depositing is one of the best methods of minimizing exposure of collections to loss as well as providing the County with maximum benefit of the collections. The Court has a policy to deposit collections twice a week.

The auditor tested deposits for timeliness and determined deposits are being made on average every four days.

Management of Collections

Properly prepared and adequately supported bank reconciliations are one of the best methods of cash management available to any official.

The Court submits properly prepared and adequately supported bank reconciliations to the Auditor's Office in a timely manner. In addition, the Judge is reviewing the bond reconciliations prior to submission.

Compliance with Statutes, Policies, and Procedures

As part of the audit, the auditor evaluated the adequacy and effectiveness of the internal controls in responding to the risks within the Court's operations and governance regarding the compliance with laws, regulations and contracts.

Jail Time Credit Allocation

According to Attorney General Opinion GA-147, 2004 interpretation and Justice Courts-Court Costs and Fees handbook prepared by the State Office of Court Administration (OCA), "Under the allocation rule, the jail time credit is applied to the fine first."

The auditor tested the allocations of the jail time credits and found that the Court complies with the allocation rule.

Voids

To void a receipt, the Court's procedure requires the clerk who receives the payment to void the receipt, write the reason for the void, and sign on the voided receipt. It also requires a second clerk to review the void for validity and sign the voided receipt.

The auditor examined the voided receipts to verify the validity of the voids. The clerks are in compliance with the Court's procedure.

Partial Payment Proration

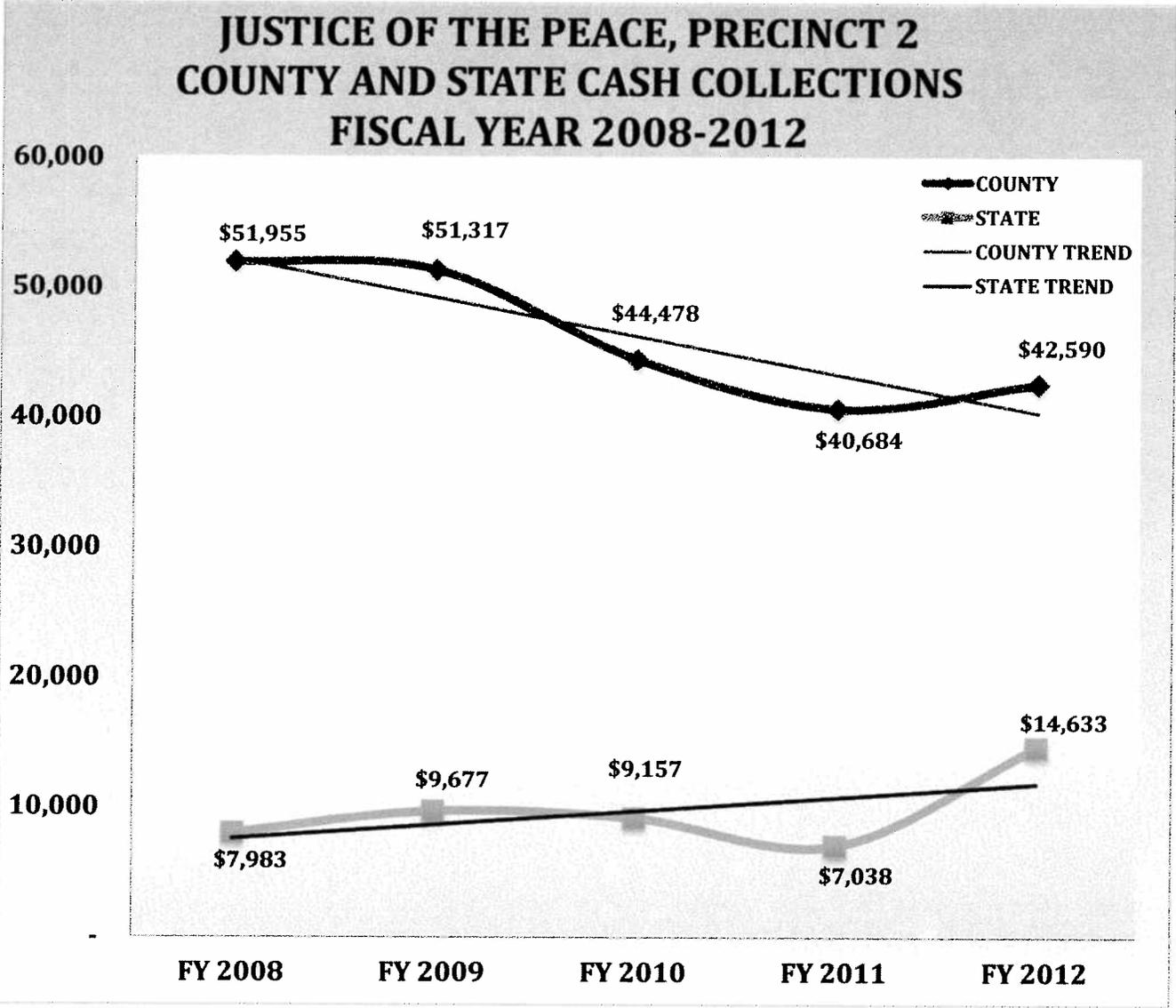
According to Attorney General Opinion GA-147, 2004, Article 45.041 of the Code of Criminal Procedure (CCP) authorizes a Justice of the Peace to order a convicted defendant to pay costs and fines due either as a lump sum or in installments, but it does not preempt the application of the long-standing costs first allocation rule. Under the allocation rule, a county must allocate monies received from a defendant first to pay costs and then to pay a fine. If monies received do not cover all of the costs, then the monies must be allocated to costs on a pro rata basis. If a Justice of the Peace has ordered installment payments, the total sum received must be allocated in accordance with the allocation rule.

Finding: The Court is inconsistent in allocating/prorating partial payments and the payments are being applied randomly to fees.

Recommendation JP2-13-01: To comply with the AG opinion, the Court should utilize the Net Data pro rate feature when collecting partial payments. For this feature to be effective, the prorate feature must be used with the initial payment for subsequent payments to accept the prorate feature.

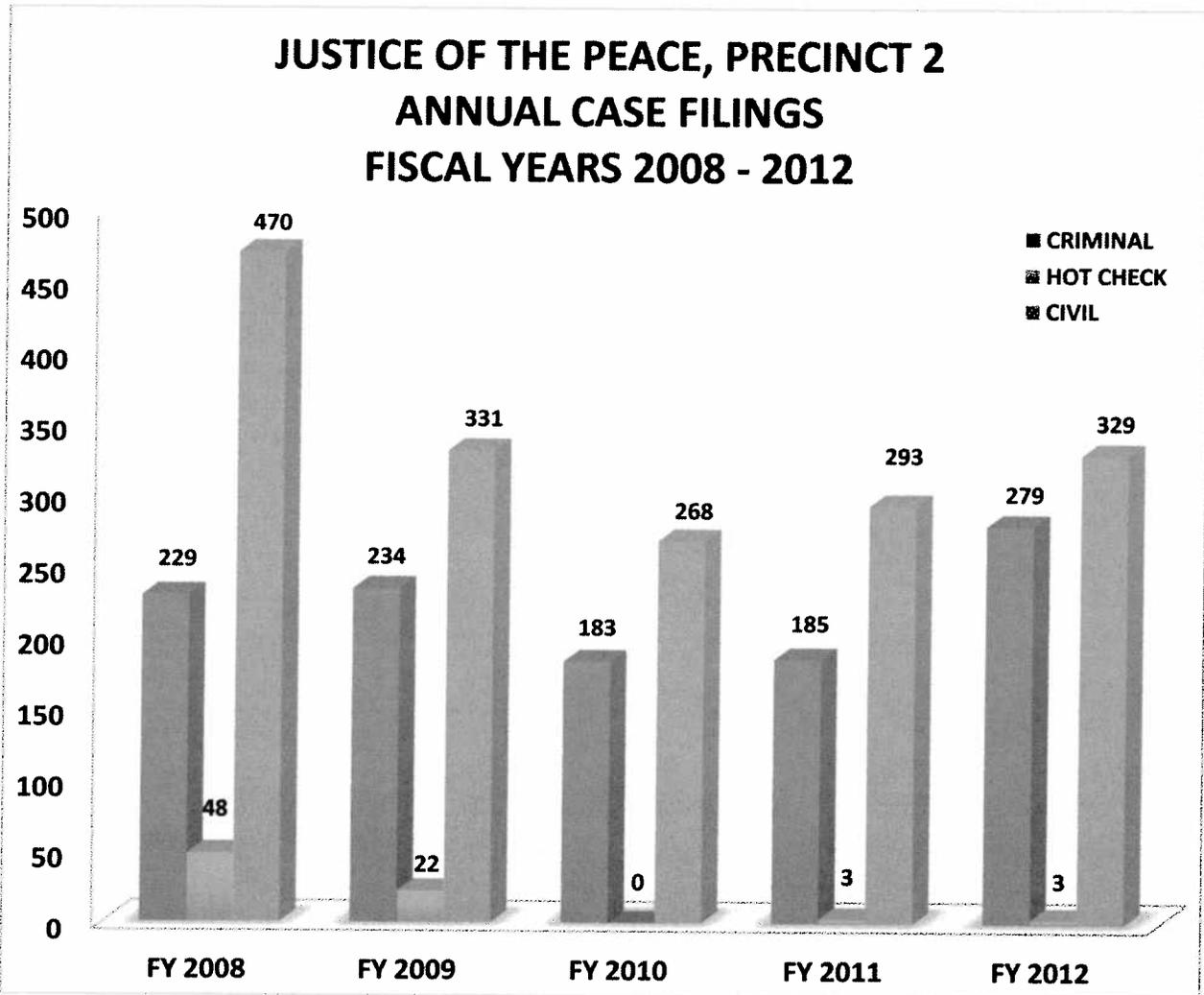
General Information

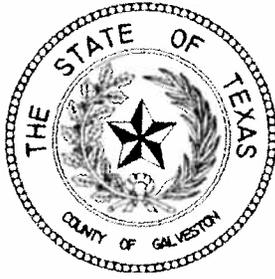
The County's portion of the Justice of the Peace, Precinct 2's total annual collections were decreasing from 2008 through 2011 from \$51,955 to \$40,684 as a result of criminal, civil, and hot check case filings decreasing. In 2012, collections began to increase to \$42,590. The chart below illustrates the total annual County and State collections of this Court over the past five years.



General Information (continued)

The total annual case filings for criminal, civil, and hot checks for the Justice of the Peace, Precinct 2 have been decreasing for the last four years from 747 in 2008 to 481 in 2011. In 2012, case filings began to increase to 611. The chart below illustrates the criminal, civil, and hot check case filings for this Court over the last five years.





JUDGE PENNY L. POPE
JUSTICE OF THE PEACE
PRECINCT 2, GALVESTON COUNTY
1922 Sealy
Galveston, Texas 77550
(409) 770-5455
(409) 770-6295 Facsimile

August 13, 2013

Mr. Cliff Billingsley, CPA
Auditor, Galveston County
P. O. Box 1418
Galveston, Texas 77553

Re: Justice of the Peace, Precinct 2 Audit

Dear Mr. Billingsley:

I am pleased that your office found no major problems with the operations of JP2 in the recent audit. I extend a thank you to you and your staff for the time and attention given in this matter. It was a pleasure to work with your staff.

Respectfully,

A handwritten signature in cursive script that reads "Penny L. Pope".

Penny L. Pope

AGENDA ITEM #1.e.

**District Judges' Order Approving
Galveston County Auditor's Budget
FY 2014**

2013 JUN 10

On July 25, 2013, the District Judges of Galveston County held a public hearing to consider comments made by both the citizens of Galveston County and other interested parties concerning the amount of annual compensation of the County Auditor and assistant auditors, as well as their travel expenses and other allowances. Notice of the time, place, and subject of this hearing was published on July 7-10, 2013, in the *Galveston County Daily News*, a newspaper of general circulation in the county. The County Auditor presented the proposed budget. No member of the public appeared at the hearing. Upon conclusion of the presentation the hearing was closed.

Now, Therefore, pursuant to Texas Local Government Code §152.031, §152.905 and §84.021 the following **Order is Hereby Entered:**

1. The attached FY 2014 Budget, which contains the salaries of the County Auditor, assistant auditors and other personnel as well as supplies, other allowances, services and charges, and capital outlay, is set at \$2,512,769 and is hereby adopted.
2. All benefits adopted by the Commissioners' Court for county employees are also adopted for employees of the Auditor's office.
3. During the upcoming fiscal year the County Auditor is given full authority, within the total parameters of the salary line items of his budget, to periodically employ, promote, rearrange, change job descriptions of, adjust salaries of, grant cost of living adjustments approved by the Commissioners' Court for other county employees, discipline, accept resignations of, discharge, fill vacancies of and otherwise manage such assistant auditors and other personnel as he determines reasonable and prudent.
4. The provisions of the Human Resources Manual, as amended by paragraph 3 above, as it presently exists or is hereafter amended during this upcoming fiscal year, are adopted and shall apply to the office of the County Auditor, except where those provisions may conflict with the statutory responsibilities of the County Auditor.
5. The Salary Administration Policy, including the salary ranges by classification plan as it presently exists or is hereafter amended by the Commissioners' Court, shall serve as a guide for periodic salary adjustments within each job classification until the maximum rate for each grade is reached.
6. The County Auditor is further authorized to fill positions with personnel employed by temporary employment firms, and to make payments directly to them to obtain extra help necessary to keep up work where suitable extra personnel cannot otherwise be obtained. This authorization is to be used only when necessary to prevent undue delay in completion of work.

Be it Further Ordered that this order shall remain in effect unless altered or amended by a majority vote of the District Judges or by the law.

Be it Further Ordered that this Order be recorded transcribed and maintained in the minutes of the District Clerk, that the District Clerk certifies this Order to the Commissioners' Court and that the Commissioners' Court will cause it to be recorded in their minutes.

Approved on this the 25th day of July, 2013

Hon. Kerry L. Neves, 10th Judicial District Court Judge

Lonnie Cox

Hon. Lonnie Cox, 56th Judicial District Court Judge

John Ellisor

Hon. John Ellisor, 122nd Judicial District Court Judge

Hon. Susan Criss, 212th Judicial District Court Judge

Susan Criss

Hon. Janis Yarbrough, 306th Judicial District Court Judge

Michelle Slaughter

Hon. Michelle Slaughter, 405th Judicial District Court Judge

AGENDA ITEM #2.

Summary of Bi-Weekly Personnel Movements

Pay Period #16: July 18 - 31, 2013

Department	Positions		Current Appointments				Current Movements				Current Separations				Total				
	Budgeted	Res	FT	HT	PT	Total	Promo	Reclass	Reassign	Trans	Sal Adj	Demote	Total	Vol		Invol	Retire	Death	Other
General Government	1.00					0							0						0
Facilities	19.0					0							0						0
Professional Services	6.0					0							0						0
Road District #1	5.0					0							0						0
County Judge	4.0	1				1							0						0
County Commissioners	8.0					0							0						0
Tax Office	51.5					0	1						1						0
County Auditor	33.0					0							0						0
County Clerk	43.0					0							0			1			1
County Clerk Records Mgmt	2.0					0							0						0
County Clerk Records Archives	6.0					0							0						0
County Clerk Elections	5.0					0							0						0
Purchasing Agent	8.0					0							0						0
County Treasurer	7.0					0							0						0
Veterans Service	3.0					0							0						0
Human Resources	5.0					0							0						0
County Legal	6.0					0							0			1			1
Justice Administration	6.0					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	44.0					0							0	1					1
District Clerk	50.0					0							0	1					1
District Attorney/Jury & Trial	75.0	1				1		1					1	1					1
Pre-Trial Release	7.0					0							0						0
Sheriff	516.0	1			1	2	13		1				14	1		1			2
Constables	46.0					0							0						0
Social Services	12.0					0							0						0
Child Welfare	1.0					0							0						0
Emergency Management	6.0					0							0						0
Extension Services	9.0					0							0						0
County Engineer	7.0					0							0						0
Building Inspector	2.0					0							0						0
Community Services	3.0					0							0						0
Information Technology	49.0					0							0	1	1				2
County Parks and Senior Services	68.0					0							0						0
Museum	2.0					0							0						0
Road & Bridge/Drainage/Beach	72.0					0	1						1	4					4
County Health District	1.0					0							0						0
Law Library	1.0					0							0						0
Juvenile Probation	68.0	1				1							0			1			1
Mosquito Control	13.0					0							0						0
Right of Way	1.0					0							0						0
Seawall Maintenance	6.0					0							0						0
Housing & Economic Dev	6.0					0							0						0
Adult Probation	45.0					0							0	1					1
Grand Total	1362.5	4	0	1	0	5	15	0	2	0	0	0	17	9	1	4	0	0	15
Job Applications Received	354																		

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 7/18/2013 thru 7/31/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
111000	County Judge	CHERRY, JANE A	FTBE	7 ADMINISTRATIVE ASSISTANT	7/24/2013		1201	\$43,756	1,682.95 B	REORGANIZATION
111000	County Judge	DRUMMOND, TYLER	FTBE	6 DEPUTY CHIEF OF STAFF	7/29/2013		22A1	\$56,012	2,154.32 B	APPOINTMENT
111000	County Judge	ELLIS, RYAN J	FTBE	5 DEPUTY CHIEF OF STAFF	7/24/2013		22E1	\$61,827	2,377.97 B	REORGANIZATION
111000	County Judge	GARZA-MARTINEZ,	FTBE	4 ADMINISTRATIVE	7/24/2013		09A1	\$26,703	1,027.06 B	REORGANIZATION
111000	County Judge	LEWIS, ROXANA G	FTBE	3 EXECUTIVE ASSISTANT	7/24/2013		15A1	\$35,913	1,381.28 B	REORGANIZATION
114000	County Clerk	BULLACHER, ROBERT L	FTBE	16 SENIOR MICROFILMING		7/31/2013	12G1	\$35,913	1,381.28 B	TERMINATION
114030	Election Expense	ELISSALDE, LINDA C	PTFL	500 ELECTION WORKER-TEMP	7/18/2013		0000	\$10,400	10.00 H	APPOINTMENT
114030	Election Expense	PERRY, THOMAS N	PTFL	500 ELECTION WORKER-TEMP	7/18/2013		0000	\$10,400	10.00 H	APPOINTMENT
123800	Justice Court Pet #8-2 -	SPARKS, SUANNE M	FTBE	3 DEPUTY COURT CLERK PCT 8		7/31/2013	10A1	\$28,055	1,079.05 B	TERMINATION
126100	District Clerk	BORDEAUX, GABRIELA L	FTBE	529 BACKSCANNER		7/31/2013	12A1	\$30,967	1,191.07 B	TERMINATION
127100	District Attorney	CANTRELL-AVLOES,	FTBE	21 ASSISTANT DISTRICT ATTORNEY		7/26/2013	22A1	\$56,012	2,154.32 B	TERMINATION
127100	District Attorney	GUARINO JR, GREGORY	FTBE	13 ASSISTANT DISTRICT ATTORNEY/29/2013			22A1	\$56,012	2,154.32 B	APPOINTMENT
127100	District Attorney	HOWELL, JASON K	FTBE	21 ASSISTANT DISTRICT ATTORNEY/29/2013			22A1	\$56,012	2,154.32 B	REASSIGNMENT
151300	County Auditor	RICE, PAUL R	FTB2	1 COUNTY AUDITOR	7/18/2013		0000	\$135,000	5,192.31 B	SALARY ADJUST
151500	Tax Assessor/Collector	HALL, KIMBERLY R	FTBE	3 CHIEF DEPUTY OF OPERATIONS 7/23/2013			22A1	\$56,012	2,154.32 B	PROMOTION
153000	Legal Department	BAZAMAN, HARVEY	FTBE	500 DIRECTOR EMERITUS		7/31/2013	0000	\$132,928	5,112.65 B	TERMINATION
159100	Information Technology	CLARKE, JOHN G	FTBE	32 APPLICATIONS/INFRAS		7/31/2013	25G1	\$87,360	3,360.01 B	TERMINATION
159100	Information Technology	SMITH, JOSHUA K	FTBE	39 TECHNICAL SUPPORT		7/22/2013	16A1	\$37,731	1,451.21 B	TERMINATION
211131	Identification Division	ELLIS, JOHN S	PTNS	7 DEPUTY, PART-TIME	7/18/2013		0000	\$1,525	58.67 B	APPOINTMENT
211133	Corrections-Sheriff	CARNLEY, DANIEL L	FTBE	22 LIEUTENANT-CORRECTIONS		7/31/2013	20N1	\$63,372	2,437.42 B	TERMINATION
211133	Corrections-Sheriff	HARKLESS, BRIAN J	FTBE	77 DEPUTY I	7/30/2013		13D1	\$35,037	1,347.59 B	CAREER LADDER
211133	Corrections-Sheriff	LOPEZ, MICHAEL	FTBE	103 DEPUTY I	7/30/2013		13D1	\$35,037	1,347.59 B	CAREER LADDER
211133	Corrections-Sheriff	LOVE, JOSHUA D	FTBE	106 DEPUTY I	7/30/2013		13D1	\$35,037	1,347.59 B	CAREER LADDER
211133	Corrections-Sheriff	MARTINEZ, OMAR A	FTBE	236 DEPUTY II	7/18/2013		14G1	\$39,641	1,524.67 B	REASSIGNMENT

Galv Cnty Production

Employee Pay Assignment Changes for Payroll Period : 7/18/2013 thru 7/31/2013

Division	Division Name	Employee Name	Type	Position Number and Description	Begin	End	GrSt	Annual	Rate *	Reason
211133	Corrections-Sheriff	MILLER, MICHAEL F	FTBE	149 DEPUTY I	7/23/2013		13D1	\$35,037	1,347.59 B	CAREER LADDER
211133	Corrections-Sheriff	ORNELAS, JEREMY N	FTBE	116 DEPUTY I	7/30/2013		13D1	\$35,037	1,347.59 B	CAREER LADDER
211133	Corrections-Sheriff	PATINA JR, CARLOS	FTBE	61 DEPUTY I	7/30/2013		13D1	\$35,037	1,347.59 B	CAREER LADDER
211133	Corrections-Sheriff	PATINA, ANDY	FTBE	60 DEPUTY I	7/30/2013		13D1	\$35,037	1,347.59 B	CAREER LADDER
211133	Corrections-Sheriff	PRIDE, JACQUELINE F	FTBE	81 DEPUTY I	7/30/2013		13D1	\$35,037	1,347.59 B	CAREER LADDER
211133	Corrections-Sheriff	RYAN, PATRICK A	FTBE	144 DEPUTY I	7/30/2013		13D1	\$35,037	1,347.59 B	CAREER LADDER
211143	Patrol Division	FALCON, JESSE	FTBE	29 DEPUTY II	7/18/2013		14G1	\$39,641	1,524.67 B	CAREER LADDER
211143	Patrol Division	WATSON, TRACY ANN	FTBE	31 ENTRY LEVEL	7/18/2013		12D1	\$33,349	1,282.66 B	APPOINTMENT
211143	Patrol Division	WISEMAN, JAMES D	PTNS	57 DEPUTY, PART-TIME		7/25/2013	0000	\$1,525	58.67 B	TERMINATION
211150	Warrant's - Sheriffs	LOPEZ, CASSANDRA A	FTBE	2 DEPUTY IV	7/18/2013		16H1	\$44,850	1,725.03 B	CAREER LADDER
211163	Sheriff Services for ISDS	HARMON, PAUL	FTBE	12 SLO-CCISD (REIMB)	7/18/2013		18E1	\$45,440	1,747.70 B	PROMOTION
211163	Sheriff Services for ISDS	HILL, SMITTY M	FTBE	15 SLO-CCISD (REIMB)	7/18/2013		18E1	\$45,440	1,747.70 B	PROMOTION
255101	Adult Probation	RODRIGUEZ, VANESSA C	FTBE	33 PROBATION OFFICER		7/26/2013	0000	\$34,550	1,328.85 B	TERMINATION
256118	Detention	MONTGOMERY, DANNY	FTBE	35 JUVENILE SUPERVISION OFCR		7/31/2013	1200	\$33,769	1,298.81 B	TERMINATION
256119	Post Program	JUAREZ-DELGADO,	FTBE	40 JUVENILE SUPERVISION OFCR		7/23/2013	1200	\$32,201	1,238.52 B	APPOINTMENT
312120	F.M. Lateral Road	CLARK, GARY M	FTBE	13 HEAVY EQUIPMENT OPERATOR	7/25/2013		10A1	\$28,055	1,079.05 B	PROMOTION
312120	F.M. Lateral Road	GILLIE, ROBERT L	FTBE	45 HEAVY EQUIPMENT OPERATOR J		7/23/2013	09A1	\$26,703	1,027.05 B	TERMINATION
312120	F.M. Lateral Road	LENOR, MYRON T	FTBE	62 PUBLIC WORKS SUPERVISOR		7/19/2013	15A1	\$35,913	1,381.28 B	TERMINATION
312120	F.M. Lateral Road	SENSENEY, FRANK	FTBE	22 HEAVY EQUIPMENT OPERATOR I		7/31/2013	09A1	\$26,703	1,027.06 B	TERMINATION
544042	Beach Maintenance-Rd &	REED, TONY L	FTBE	1 HEAVY EQUIPMENT OPERATOR	7/23/2013		09J1	\$33,349	1,282.66 B	TERMINATION

AGENDA ITEM #3.



STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

RECEIVED
AUG 07 2013

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

GALVESTON COUNTY JUDGE

August 5, 2013

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,

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

Stacy R. Whitehurst

Encl.

SRW/lis

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
7609 TOPAZ WAY	TEXAS CITY TX 77591	01-AUG-2013	589660
2206 GARNET CT	TEXAS CITY TX 77591	01-AUG-2013	589659
2107 KANSAS ST	DICKINSON TX 77539	30-JUL-2013	589391
1201 BUTLER RD	LEAGUE CITY TX 77573	30-JUL-2013	589359
5317 ALLEN CAY	TEXAS CITY TX 77590	31-JUL-2013	589449
1247 BUTLER RD	LEAGUE CITY TX 77573	30-JUL-2013	589360
5021 BRIGANTINE CAY CT	TEXAS CITY TX 77590	31-JUL-2013	589539
306 HAWKS VIEW DR	LA MARQUE TX 77568	02-AUG-2013	589809
3409 TALLOW FOREST ST	LEAGUE CITY TX 77573	29-JUL-2013	589151
2005 HAWAII AVE	LEAGUE CITY TX 77573	29-JUL-2013	589152



STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

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

RECEIVED
AUG 14 2013

August 12, 2013

GALVESTON COUNTY JUDGE

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,

A handwritten signature in black ink, appearing to read "Stacy R. Whitehurst". The signature is fluid and cursive, with the first name "Stacy" being the most prominent.

Stacy R. Whitehurst

Encl.

SRW/lis

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
5000 BAYOU DR	DICKINSON TX 77539	08-AUG-2013	590379
2601 WYOMING AVE UNIT 5	DICKINSON TX 77539	05-AUG-2013	589903
2601 WYOMING AVE UNIT 4	DICKINSON TX 77539	05-AUG-2013	589902
2601 WYOMING AVE UNIT 2	DICKINSON TX 77539	05-AUG-2013	589900
2601 WYOMING AVE UNIT 1	DICKINSON TX 77539	05-AUG-2013	589899
5308 FOREST COVE DR	DICKINSON TX 77539	05-AUG-2013	589959
2601 WYOMING AVE UNIT 3	DICKINSON TX 77539	05-AUG-2013	589901
2812 1/2 13TH N AVE	TEXAS CITY TX 77590	08-AUG-2013	590319
S 1111 FRIENDSWOOD DR UNIT 107	FRIENDSWOOD TX 77546	06-AUG-2013	590169
1200 LOOP 197 S	TEXAS CITY TX 77590	05-AUG-2013	590019

AGENDA ITEM #4.

REQUEST FOR PERSONNEL ACTION

Robert Johnson
Name of Applicant

TYPE OF ACTION

Appointment

Appointment, Promotion, Transfer, Reassignment, etc.

Address

Effective Date of Action
(MM/DD/YYYY)

Employee ID Number

CURRENT

Psn#	Grade	Budgeted Title	\$	\$
			Bi-Weekly	Hourly

Remarks

REQUESTED

Psn#	Grade	Budgeted Title	\$	\$
2237000600		Reserve Deputy	0	0
			Bi-Weekly	Hourly

Remarks

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

Paul Sharp, Constable
Title (Print or Type)

Paul Sharp, Constable
Elected Official/Department Head Signature

DEPARTMENTAL BUDGET INFORMATION

IFAS ACCOUNT # (Fund, Cost Center, Object, etc.)

In Accordance to FLSA regarding overtime, is position:

Exempt Non-Exempt

IFAS ACCOUNT # (Fund, Cost Center, Object, etc.)

Is position: FT HT PT

IFAS ACCOUNT # (Fund, Cost Center, Object, etc.)

Is position benefit eligible?: Yes No

Calendar Code: _____ Employee Type: _____

Is position eligible for a car allowance?: Yes No

If position is Grant funded, specify Type: _____

Is position eligible for a longevity contribution?: Yes No

DEPARTMENTAL EMPLOYEE CLASSIFICATION INFORMATION

Emergency Preparedness Tier Level: 1 2 3 4

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

Is position classified as a Safety Impact position? Yes No

FOR HUMAN RESOURCES DEPARTMENT USE

Human Resources Director *RB* Annual Budget Budget Amendment _____

ORIGINAL - Human Resources • Department: KEEP COPY FOR YOUR FILES

THE STATE OF TEXAS)
COUNTY OF GALVESTON)

BEFORE ME, the undersigned authority, on this day personally appeared Richard Sharp, Constable of Precinct # 7 of Galveston County, Texas who, after being by me, duly sworn, upon oath, deposes and says:

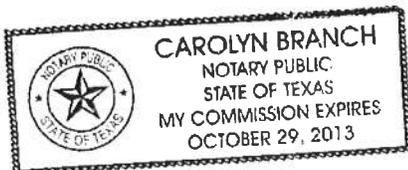
I am asking the Commissioners Court of Galveston County, Texas, for authority to appoint Richard Johnson as a Reserve Deputy Constable for a period of two years. In making this application I certify and agree as follows:

- (A) The Applicant has successfully completed all training standards required of Peace Officers by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and is eligible for licensing. In addition, the Applicant will comply with TCLEOSE RULES Sec. 211.100 and Sec. 211.104 relating to in-service training and annual firearms proficiency as such rules presently exist or may hereinafter be amended.
- (B) Including this Applicant I have no more than five Reserve Deputy Constables in my Department.
- (C) The Applicant will take the official oath and execute a bond in the amount of \$2,000 payable to me. This oath and bond will be filed with the County Clerk of Galveston County before the Applicants entry on duty and simultaneously with his appointment.
- (D) The Applicant will work a minimum of sixteen (16) hours per month. The Applicant will be permitted to serve as a peace officer only while actually discharging his official duties. While on duty, the Applicant will be under my supervision and will be required to wear a distinctive uniform or a coat and tie. The Applicant will file with me a written report of all on-duty activities. This report will include, at a minimum, the days and hours worked and the activities conducted. This report shall be subject to inspection and copy of any member of the Commissioners Court or his authorized representative upon request.
- (E) The County's Human Resources Department has been notified of this Application and will be notified of his termination if Applicant is terminated by me prior to expiration of the two year period.
- (F) The Commissioners Court's authorization of this appointment may be revoked at any time, with or without cause. Upon notification of such revocation I agree to terminate the appointment so authorized.
- (G) That this application is made to induce the Commissioners Court to authorize me to appoint Applicant as a reserve deputy constable pursuant to the authority granted it by 86.012 of the Local Government Code of the State of Texas.

EXECUTED this 1 day of August 2013.

Richard Sharp
CONSTABLE PRECINCT 7

Sworn to and subscribed before me, at Baciff, Texas, on this the 1 day of August, A. D., 2013.



Carolyn Branch
Notary Public in and for Galveston County, Texas



APPOINTMENT OF DEPUTY

THE STATE OF TEXAS }
COUNTY OF GALVESTON }

Know All Men By These Presents:

That I, the undersigned, duly elected and qualified as Constable #217 in and for Galveston County, Texas, do hereby appoint Robert F. Johnson

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

[Signature]
For Galveston County, Texas

OATH OF OFFICE

THE STATE OF TEXAS }
COUNTY OF GALVESTON }

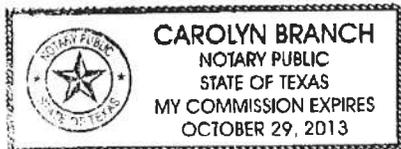
I, the undersigned, do solemnly swear (or affirm) that I will faithfully execute the duties of the office of Constable #217 in and for Galveston County, Texas, and will to the best of my ability preserve, protect, and defend the Constitution and laws of the United States and of this State. So Help Me God.

[Signature]

8/2/13

Sworn to and subscribed before me, at Galveston, Texas on this the 2 day of August A.D. 20 13

[Seal]



For Galveston County, Texas
[Signature]

AGENDA ITEM #5.



COUNTY OF GALVESTON

On this the 20th day of August, 2013, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

Mark A. Henry, County Judge;
Ryan L. Dennard, Commissioner, Precinct No. 1;
Kevin D. O'Brien, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

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

Whereas, on August 31, 2013, one of **Galveston County's** most dedicated and devoted public servants, **Faith Garate** will retire from her position as **Deputy Director of Casework Services** for the **Galveston County Juvenile Justice Department**; and

Whereas, **Faith** began her distinguished career with the **Juvenile Justice Department** on June 26, 1980 as a **Juvenile Probation Officer**. Through the years she was promoted to and served in the capacity of **Supervisory Probation Officer**, and **Placement/Resource Coordinator**. Her talents were truly recognized when she was elevated to the position of **Deputy Director of Casework Services** in 1996. Regardless of her job assignment with the **Juvenile Justice Department**, **Faith** has consistently been an invaluable asset. She always showed herself to be a devoted and compassionate individual with a genuine concern for the betterment of the youth and families of our community. Without conscientious, capable and efficient stewards of the public's trust such as those exhibited by **Faith** the operations of our **Juvenile Justice Department** would soon have become severely hampered; and

Whereas, **Faith's** popularity amongst her friends and her knowledge, skill, integrity, and dedication to duty are all admirable traits well recognized and appreciated by those who have had the pleasure of coming in contact with her; and

Whereas, **Faith's** retirement, because of her skill, integrity and dedication to her duties, will leave a void in the hearts of the people she has served for so long and so well. She will be sorely missed by all those who have had the privilege and honor of working with her; and

Whereas, the **Commissioners' Court of Galveston County, Texas** wishes to express its appreciation to **Faith Garate** for her long and faithful public service.

Now, Therefore, Be it Resolved, that the **Commissioners' Court of Galveston County, Texas** issues this **Proclamation of Appreciation** to **Faith Garate** thanking her for her many years of faithful and unselfish dedication and devotion to all citizens of the County of Galveston.

Be it Further Resolved that a copy of this **Proclamation** be spread upon the minutes of this **Court** and that the original hereof be furnished to **Faith Garate** in appreciation of her countless years of continuous public service.

Upon Motion Duly Made and Seconded, the above **Proclamation** was unanimously passed this 20th day of August 2013.

Attest:

County of Galveston, Texas

By:

Dwight D. Sullivan, County Clerk

Mark A. Henry, County Judge

Ryan L. Dennard, Comm., Pct. #1

Stephen D. Holmes, Comm., Pct #3

Kevin D. O'Brien, Comm., Pct. #2

Kenneth Clark, Comm., Pct #4

AGENDA ITEM #6.



COUNTY OF GALVESTON

On this the 20th day of August, 2013, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled 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
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight Sullivan, County Clerk

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

Whereas, on August 31, 2013, after 38 years in law enforcement, **Detective Sergeant Leonard Michael Creech**, after a life of dedicated public service, will be retiring from his position as Major Crimes Detective/Analyst in the Criminal Investigation Division within the **Galveston County Sheriff's Office**; and

Whereas, Detective Sergeant Creech, upon completing his studies at Alvin Community College in 1975, he began his law enforcement career with the Alvin Community College Police Department. In August of 1989 he began his career with the Galveston County Sheriff's Department as a Deputy in the Jail; and

Whereas, Detective Sergeant Creech is an accomplished peace officer who holds a Master Peace Officers license from the State of Texas. In his 24 years of service with the Galveston County Sheriff's Office he has served as Communications Supervisor, Major Crimes Analyst, Commander of the Galveston County Auto Crimes Task Force, and Sergeant for Criminal Investigations; and

Whereas, the citizens of the County of Galveston will greatly miss the dedicated service and expertise of our friend **Detective Sergeant Creech** who, after more than 38 years of dedicated law enforcement service spent protecting the lives and property of the public has announced his well deserved retirement; and

Whereas, Detective Sergeant Creech has distinguished himself as a public servant of ability and integrity and he will be sorely missed by all those who have had the privilege and honor of working with him. It is indeed appropriate at this time to publicly honor him and recognize his many contributions to the citizens of Galveston County.

Now, Therefore, Be it Resolved, that the **Commissioners' Court of Galveston County, Texas** hereby commends **Detective Sergeant Leonard Michael Creech** for his many years of outstanding service to the people of Galveston County and extends its best wishes for all his future endeavors.

Be it Further Resolved that a copy of this Resolution be spread upon the minutes of this Court and the Original hereof be furnished to **Detective Sergeant Leonard Michael Creech** in appreciation of his exemplary public service.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this the 20th day of August, 2013.

Attest:

County of Galveston, Texas

By:

Dwight D. Sullivan, County Clerk

Mark A. Henry, County Judge

Ryan L. Dennard, Comm., Pct. #1

Stephen D. Holmes, Comm., Pct #3

Kevin D. O'Brien, Comm. Pct. #2

Kenneth Clark, Comm., Pct #4

AGENDA ITEM #7.



COUNTY OF GALVESTON

On this the 20th day of August 2013, the **Commissioners' Court of Galveston County, Texas** convened in a regularly scheduled meeting with the following members thereof present:

Mark A. Henry, County Judge;
Ryan L. Dennard, Commissioner, Precinct No. 1;
Kevin D. O'Brien, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight D. Sullivan, County Clerk

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

Whereas the **Honorable Dwight D. Sullivan** is the County Clerk of Galveston County and previously served Galveston County as the Assistant County Treasurer for over 9 years. The County Clerk administers all the county and state elections, serves as clerk of both the County Court and the Commissioners Court, and maintains the official records of both the County Court and the Commissioners Court; and

Whereas the **Master of Business Administration (MBA)** is an advanced degree in business administration, which attracts people from a wide range of academic disciplines. MBA programs provide a broad background for careers in business, government, and related activities with particular emphasis on developing managerial perspectives, analytical tools, and skills; and

Whereas the **Honorable Dwight D. Sullivan** earned a Bachelor's Degree in Business Administration from Texas Tech University and now has graduated from Texas Tech University with a **Master of Business Administration** Degree. Dwight has distinguished himself as a public servant of ability, skill and judgment. It is indeed appropriate at this time to publicly honor him and recognize his many contributions to his constituents, the citizens of Galveston County; and

Whereas the **Honorable Dwight D. Sullivan** has been tireless in his public service and his commitment to the community. Dwight has held numerous positions on the boards of various organizations in the community such as the UTMB Children's Hospital Advisory Board, Galveston Kiwanis Board, Houston Galveston Area Council Loan Development Committee Board, among others; and

Whereas the **Honorable Dwight D. Sullivan** has made great personal achievements in his education, training, professional performance, and compliance with the code of ethics and standards of professional practice; and

Whereas the **Honorable Dwight D. Sullivan** has continually developed high levels of professional expertise in his personal service and the high standards he sets for his office in the service for Galveston County and his constituents, the citizens of Galveston County.

Now, Therefore, Be It Resolved that the **Commissioners' Court of Galveston County, Texas**, hereby commends and acknowledges the **Honorable Dwight D. Sullivan** for his accomplishments.

Be It Further Resolved that a copy of this Resolution be spread upon the minutes of this Court and that the Original hereof be furnished to the **Honorable Dwight D. Sullivan** in recognition of the **Master of Business Administration** Degree he has received and his continued service.

Upon Motion Duly Made and Seconded the above Resolution was unanimously passed this 20th day of August 2013.

Attest:

County of Galveston, Texas

By:

Dwight D. Sullivan, County Clerk

Mark A. Henry, County Judge

Ryan L. Dennard, Comm., Pct. #1

Stephen D. Holmes, Comm., Pct #3

Kevin D. O'Brien, Comm., Pct. #2

Kenneth Clark, Comm., Pct #4

AGENDA ITEM #8.

GALVESTON COUNTY HEALTH DISTRICT

John Zandt
Chair, United Board of Health

Harlan "Mark" Guidry, MD, MPH
Chief Executive Officer



www.gchd.org

Warren J. Holland III
Chief Operating Officer

Kathy Barroso
Chief Financial Officer

July 29, 2013

RECEIVED
AUG 08 2013

Mark Henry, County Judge
County of Galveston
Galveston County Courthouse
722 Moody
Galveston, Texas 77550

GALVESTON COUNTY JUDGE

Dear Judge Henry,

On February 1, 2012, Conmed Healthcare Management, Inc. began providing contracted medical services to the inmates of the Galveston County Jail.

Enclosed is a summary of the compliance audit for the Jail Health contract between Conmed Healthcare Management, Inc. and the County of Galveston for medical services provided to the inmates of Galveston County Jail for the period of April 1, 2013 through June 30, 2013.

If you have any questions, please call me at (409) 938-2401.

Sincerely,

W. Jay Holland,
Chief Operating Officer

CC: H. Mark Guidry, MD, MPH, Chief Executive Officer, GCHD
Chief Deputy Mary Johnson, GCSD
Rufus Crowder, CPPB, Purchasing Agent, GC
Lynda K. Anderson, Health Service Administrator, Conmed (E-Mail)
Lauren Kroger, Conmed Healthcare Management, Inc
Susan Johnston, RN, CLNC, Director, Quality Assurance and Standards (E-Mail)

Reporting period: April 1, 2013 – June 31, 2013

Effective February 1, 2012, Conmed Healthcare Management entered into a contract with the County of Galveston / Galveston County Jail to provide medical services to the inmates.

The term of the contract is from February 1, 2012 through September 30, 2013. ConMed and the County may mutually agree to renew this agreement for periods of one (1) year. Any renewal may not cover a period more than one (1) year, and the total period of the agreement, including the primary term and all renewals, may not exceed a maximum combined period of four years and eight months.

The County may exercise an option to renew not earlier than ninety (90) days before expiration of the contract or renewal period and not later than thirty (30) days prior to the end of the contract or renewal period.

Review: Intake Screening

NCCHC standards requires a comprehensive medical and mental health screening to be completed on all inmates at the time they are received in the “booking” department. The screening is conducted by nursing staff. The initial health screening is completed on every inmate including those who have posted bail/bond and will be released immediately after booking. The screening is completed to determine an inmate’s health needs and to document a basic medical and mental health history. Based on the history and current information provided by the inmate, referrals to medical, mental health, dental, chronic care clinic, etc. are scheduled for the inmate. Inmate vital signs are taken and recorded at this time, including blood pressure, blood sugar testing, etc. as needed based on the inmate’s history and information provided by inmate. An area acknowledging consent for treatment is on one of the screening forms signed by the inmate during the screening process.

The medical and mental health screening and history takes significant time to complete and document findings based on the cooperation level of the inmate.

The number of intake screenings for this reporting period is as follows:

April, 2013: 1,653 May, 2013: 1,703 June, 2013: 1,627

Review: Electronic Medical Records

An electronic medical records system is being reviewed by the Galveston County Jail Administrative staff.

The implementation of an electronic medical record may eliminate minor errors such as dates, times, illegible signatures, etc by staff in the medical records. It will also eliminate the possibility of a miss placed chart when needed by two or more staff members.

Review: Mental Health Screening and Evaluations

The NCCHC standard requires all inmates to receive a mental health screening at intake. All of the intake screening forms are reviewed by the mental health staff. A recommendation for further evaluation is determined and documented on the screening form in the space provided. If an inmate does not receive a positive mental health screening, no referral is made. Inmates with a positive screening will receive a comprehensive Mental Health Evaluation within fourteen (14) days of incarceration.

Positive screens for mental health problems are based on written protocols, judgment of the LPC (Licensed Professional Counselor), mental health physician and other appropriate staff.

Sixty-one (61) charts were reviewed this reporting period.

One (1) chart had a (required) Mental Health Evaluation completed outside the fourteen (14) day requirement.

One (1) chart did not contain a Mental Health Evaluation within fourteen (14) days of incarceration.

One (1) chart did not have the date and time area completed on the 14 day Mental Health Evaluation.

Compliance: 95%

The composition of the mental health staff is as follows:

One (1) Licensed Mental Health Professional – Forty (40) hours per week (1 FTE)

One (1) Mental Health Registered Nurse – Forty (40) hours per week (1 FTE)

One (1) Mental Health Physician – Sixteen (16) hours per week (.4 FTE)

The number of inmate encounters by the Mental Health staff this reporting period is as follows:

M H Professional	M H RN	Psych Physician
April, 2013: 324	April, 2013: 56	April, 2013: 85
May, 2013: 351	May, 2013: 55	May, 2013: 92
June, 2013: 395	June, 2013: 30	June, 2013: 91

Psych Physician Chart Reviews:

April, 2013: 135

May, 2013: 152

June, 2013: 140

Review: Physical Assessments

NCCHC standards have two options for implementing and demonstrating compliance that all inmates receive an initial health assessment. The medical staff has elected to adopt the standard requiring a "full population assessment" which involves performing physical assessments on all inmates.

Every inmate is given a Physical Assessment as soon as possible, but no later than fourteen (14) days of incarceration. However, a Physical Assessment is not required if an inmate was previously incarcerated in the Galveston County Jail within one (1) year.

The Physical Assessment is performed to determine a more comprehensive analysis of each inmate's medical needs.

An inmate may refuse the Physical Assessment. The refusal is documented in the inmate's medical record (chart).

An inmate has the right to refuse a Physical Assessment. The refusal is documented in the medical record. How to access health care and education of the importance of a comprehensive physical is explained to the inmate. Documentation of the education provided is documented in the medical record at the time of refusal of service.

NCCHC standards requires Physical Assessment be completed by a physician, physician's assistant, nurse practitioner, RN or other practitioner permitted by law.

The Physical Assessment is conducted by a medical staff Registered Nurse (RN). The completed Physical Assessments are reviewed, signed and dated by a physician. The medical physician (MD) works three (3) days (24 hours) per week. Physical Assessments not reviewed by the MD for over seven days are reported in this review as non-compliant.

A total of sixty-one (61) charts were reviewed by this period. Of the sixty-one (61) charts reviewed, all charts contained documentation of 14 day Physical Assessments, documentation of refusals or had documentation of previous incarceration within one (1) year.

Compliance: 100%

Of the sixty-one (61) charts reviewed, one (1) chart had documentation of the MD review over seven (7) days.

The number of Physical Assessments performed this reporting period is as follows:

April, 2013 – 229 May, 2013 - 270 June, 2013 -304

Review: Segregation Visits

NCCHC standards require medical staff to monitor segregated inmates health. The intent of this standard is to ensure an inmate maintains his/her medical and mental health while physically and socially isolated from the remainder of inmate population.

The number of segregations visits performed this reporting is as follows:

April, 2013: 186 May, 2013: 357 June, 2013: 198

Medical staff visits segregated inmates three (3) times per week, usually on Monday, Thursday and Saturday. These days may vary based on other clinical activity. Full vitals are taken and recorded every two weeks.

Review: Intake screenings reviewed by Medical and Mental Health Staff

A review of the preliminary screening is performed by a Medical RN and a Mental Health RN on each intake. The Mental Health RN makes a determination at that time (Based on information provided by the inmate at intake) whether further evaluation is needed. Documentation that the screening has been reviewed is completed by Medical and Mental Health staff signatures in the appropriate space provided on the forms.

Of the sixty-one (61) charts reviewed this reporting period, the following number of charts did not contain documentation and/or incomplete documentation of a review by Medical or Mental Health staff as follows:

Medical

April, 2013 - 0 May, 2013 – 0 June, 2013 – 0

Mental Health

April, 2013 –0 May, 2013 – 1 June, 2013 - 1

Dental Clinic

NCCHC standard requires an oral screening performed by the dentist or qualified health care professional trained by the dentist be performed on every inmate within fourteen (14) days of incarceration.

The oral screening is completed by a dentist trained RN completing the fourteen (14) day physical assessment. An inmate may be referred to the Dental Clinic based on clinical findings at intake, information received at the 14 day physical assessment or by inmate request.

The Dental clinic is operated sixteen (16) hours per week by one (1) Dentist and one (1) Dental Assistant. Inmates are scheduled and seen based on immediate dental needs.

The total number of inmates scheduled to see the dentist may vary month to month. Some inmates are given an exam and rescheduled for treatment or x-rays. Those inmates are reported in the monthly totals.

The following are the number of inmates seen in the dental clinic this reporting period:

Dental X-Rays

April, 2013: 34 May, 2013: 55 June, 2013: 42

Dental Extractions

April, 2013: 31 May, 2013: 34 June, 2013: 34

Rescheduled / Refused Treatment

April, 2013: 10 May, 2013: 16 June, 2013: 17

Completed Encounter / Treatment

April, 2013: 33 May, 2013: 31 June, 2013: 36

Review: Clinical Encounters

After an inmate has been triaged and/or treated by a nurse a minimum of two times, he/she is referred to the Mid-Level Provider or Physician Sick Call. Based on the inmate's needs, he/she may be seen immediately by the Mid-Level Provider or Physician without having been seen twice by a nurse.

Inmates identified with chronic medical problems such as diabetes, hypertension, etc. are referred to the Chronic Care Clinic immediately. Chronic medical problems are usually identified during the intake screening process.

Clinical Encounters this reporting period are as follows:

Physician Sick Call

April, 2013: 141 May, 2013: 101 June, 2013: 174

Mid-Level Provider (Nurse practitioner)

April, 2013: 255 May, 2013:257 June, 2013: 244

Nurse Sick Call (Triage)

April, 2013: 739 May, 2013: 709 June, 2013: 773

Nurse Treatment/Wound Care

April, 2013: 2,458 May, 2013: 3,468 June, 2013: 3,383

Review: Chronic Care Clinic (Chronic Disease Services)

NCCHC standard requires inmates with chronic diseases are identified and enrolled in a chronic disease program to decrease the frequency and severity of symptoms, prevent disease progression and complication, and foster improved functions.

While NCCHC standards do not set a specific number of days that an inmate should be seen in Chronic Care Clinic upon incarceration, the medical staff tries to have the inmate seen in the chronic Care clinic within fourteen (14) days.

The Medical Department establishes and maintains clinical protocols consistent with national clinical practice guidelines, jail standards and any other pertinent criteria to manage chronic diseases.

The Galveston County Jail inmates identified with a chronic disease at intake are enrolled in the Chronic Care Clinic. The Medical Department maintains a list of chronic care patients/inmates.

Documentation of medical evaluation, treatment and plans are documented in each inmate's medical record/chart.

The number of inmates seen in the Chronic Care Clinic this reporting period is as follows:

April, 2013: 98 May, 2013: 127 June, 2013: 141

During this reporting period, six (6) inmates identified with chronic disease at the intake screenings were reviewed. The following is a total of days from incarceration to being seen in Chronic Care Clinic:

Intake Date	Seen in Chronic Care	Chronic Disease/Condition
5/7/13	5/22/13	Seizures
5/7/13	Not seen as of 5/23/13	Hypertension, Asthma
5/7/13	On blood Pressure checks	Hypertension
5/7/13	5/22/13	Seizures
5/2/13	Not seen as of 5/23/13	Hypertension
5/2/13	5/16/13	Hypertension

Review: TB Program

A comprehensive tuberculosis screening plan for the Galveston County Jail is updated annually to include administrative and operational changes as required by law, Texas Commission on Jail Standards and other applicable entities.

TB tests are given to each inmate incarcerated within seven (7) days of incarceration and read within three (3) days. Inmates who test positive are given a chest x-ray to rule out active TB. If an inmate is determined to be active, TB medications are administered according to TB standards / protocols.

Inmates who have been re-incarcerated in the Galveston County Jail within one (1) year and have had a negative TB test during the previous incarceration do not have to be retested.

The following number of TB tests was administered to inmates this reporting period:

- April, 2013: 267 tests administered – 234 tests read - 3 Positive – 0 Active
- May, 2013: 400 tests administered – 378 tests read - 2 positive – 0 Active
- June, 2013: 414 tests administered - 392 tests read –5 positive – 0 Active

The number of tests administered is the actual number of inmates given the PPD (TB test). The number of tests read may differ because some inmates may bond out prior to the three day wait to be read. Active TB patients are started on TB medications while incarcerated. If the inmate is released prior to completing medications, he/she is referred to the Galveston County Health District’s TB Program or other facilities for follow-up treatment.

Of the sixty-one (61) charts reviewed this reporting period, all of the charts contained documentation of a TB test given and results recorded.

Compliance: 100%

Review: Infection Control Program

The Infection Control nurse performs duties associated with all infectious diseases, including TB and all Sexually Transmitted diseases (STD), etc.

Testing for TB is mandatory upon admission to the Galveston County Jail. Inmate STD/HIV testing is voluntary and completed upon a request from the inmate. The Galveston County Health District's STD/HIV program personnel, under a Memorandum of Agreement (MOA), works with the Galveston County Jail's Infection Control Nurse to implement inmate STD/HIV testing and required reporting to applicable local and/or state agencies.

STD/HIV statistics this reporting period are as follows:

HIV Tests:

April, 2013: 154 tests	Positive: 5
May, 2013: 119 tests	Positive: 7
June, 2013: 64	Positive: 2

Inmates testing positive for STD / HIV are treated with medications as applicable. Inmates on STD medications are reported in the total number of inmates on prescription medications.

The number of Inmates on HIV medications for this reporting period was:

April, 2013 – 5	May, 2012 – 7	June, 2013 – 8
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Review: Access to Care

The NCCHC standard requires inmates to have access to care to meet their serious medical, dental and mental health needs. Access to care means that, in a timely manner, an inmate can be seen by a clinician, be given a professional clinical judgment, and receive care that is ordered.

In the Galveston County Jail, an inmate may request medical, dental or mental health services by completing a request for services form located in each area where inmates are housed. The inmate complete and dates the form. It is then put in a locked container located in each area. A nurse collects the requests in each housing area daily and date stamps them with the date received.

NCCHC standard requires a nurse will review (triage) the written request within twenty-four (24) hours of receipt of the request in the medical department. A face-to-face encounter is performed within forty-eight (48) hours or seventy-two (72) hours if on a week-end or holiday.

Of the sixty-one (61) charts reviewed this reporting period, documentations indicated all inmates requesting medical, dental and mental health services were triaged within the twenty-four (24) hour guideline and a face-to-face encounter was performed within forty-eight (48) hours or seventy-two (72) guidelines.

Compliance: 100%

Review: Health Record Format and Contents

NCCHC standard requires a complete health record (chart) for every inmate receiving any health intervention after the receiving screening. The method of recording entries in the health record and the format of the health record are approved by the responsible health authority. At a minimum, the health record must contain inmate identifying information (inmate name, identification number, date of birth, sex, etc.), screening documentation, consent for treatment, refusal forms, encounters, treatments, progress notes, etc. The medical record must contain dates of encounters with medical staff and signatures of medical staff. Progress notes and staff signatures must be legible.

Documentation in the medical record (Chart) is completed for every encounter performed by medical staff for services to the Galveston County Jail inmates.

In the reviews, the following discrepancies were found:

April, 2013

- Staff signature not legible on intake forms – 2
- Allergy on intake form was NKDA, identified as having an allergy later – 1
- MH Evaluation over 14 days – 1
- Correction on intake form not initialed – 1
- No date and time on MH Evaluation -1

May, 2013

- No MD review on 14 day assessment (>7 days) – 1
- No MH Review – 1
- Wrong SPN # on Medical Awareness Record – 1
- Time and date not completed on one or more intake forms – 2
- MH Review incomplete -1
- Allergy info not on Problem List -1
- Change on Intake form not initialed -1

June, 2013

No MH Evaluation within 14 days -1

No consent signed – 1

Allergy info no face of chart and on problem List incorrect – 1

MH screening form (intake) not signed by staff - 1

Note: After each review, a list of discrepancies is reviewed with the HSA and/or Director of Nursing. Each problem is addressed immediately.

Review: Sentinel Event (Death: Natural Cause or Suicide)

There was one (1) death this reporting period.

A 39 year old male was incarcerated on 7/30/2012. Inmate had a history of Hypertension. On 6/27/2013 at 09:45, medical staff was called to the cell. Medical staff performed life support efforts. At 9:52, 911 were called. At 10:07, EMS (Emergency Medical Service) arrived. At 10:19, inmate was transported. At 11:08, Inmate was pronounced deceased.

While natural causes are suspected, autopsy results are pending.

Review: Emergency Response Plan

NCCHC Standards require each facility to maintain an Emergency Response Plan which is site specific. The plan must include as a minimum: responsibilities of health staff; procedures for triage, predetermination of the site for care; telephone number of staff and the community emergency response system (e.g. hospitals, ambulances, etc.); procedures for evacuating patients and alternate back up of the plan's elements.

Drills such as a mass disaster drill and man down drill are completed on site, critiqued and discussed so as to better be able to respond to disasters when and if they occur.

The Conmed / Galveston County Jail's Emergency Response Plan has been updated and made site specific. All required drills and been completed, documented and weaknesses identified and corrected.

Review: Credentials

The contract between The County of Galveston / Galveston County Jail and Conmed requires all medical staff (Except the Administrative Assistant and Medical Records clerks) to maintain current required license, registrations, and certifications, including CPR, as required by position. CPR is not required by the Administrative Assistant or Medical Records Clerks. General Liability, Workman's Compensation, Malpractice Insurance, etc. is required by the County for Conmed to

do business at the Jail. Separate Malpractice Insurance is required by all contracted Medical Professional Staff. Subcontractors, such as Pharmacists, Mobile X-Ray and Medical Waste transporters are required to have appropriate license, registrations and certifications according to Texas State laws. Proof of all credentials must be kept on site.

All credentials are reviewed quarterly for compliance.

All credential were reviewed this quarter and all are current and in good standing.

Review: Prescription Medications

The Contract between the Galveston County Jail (County of Galveston) and Conmed requires Conmed to furnish pharmacy services providing all reasonable and medically necessary medications, prescription and nonprescription (over the counter) medications. A formulary is maintained. Non-formulary medication may be ordered in special instances following established protocol.

The number of inmates on prescription medications with respective percentage of Average Daily Population (ADP) this reporting period is as follows:

Month	ADP	# of Inmates	% of ADP
April, 2013	845	422	50%
May, 2013	879	404	46%
June, 2013	881	372	42%

Based on the average of the last quarterly totals, the ADP was 849 with a quarterly average of 326 inmates on prescription medications for a quarterly average of 38% of the inmate population on prescription drugs.

The ADP this quarter is 868 with a quarterly average of 399 inmates on prescription medications, for a quarterly average of 46% of the inmate population on prescription drugs.

Totals represent an increase of 8% increase this quarter over last quarter's total inmate population on prescription medications.

The number of inmates on Psych medication with respective percentage of population this reporting period is as follows:

Month	ADP	# of Inmates	% of ADP
April, 2013	845	417	49%
May, 2013	879	397	45%
June, 2013	881	364	41%

Based on the average of the last quarterly totals, the ADP was 849 with a quarterly average of 247 inmates on Psych medications for a quarterly average of 29% of the inmate population on Psych medications.

The ADP this quarter is 868 with a quarterly average of 393 inmates on Psych medications, for a quarterly average of 45% of the inmate population on Psych medications.

Totals represent an increase of 16% increase this quarter over last quarter's total inmate population on Psych medications.

Review: Off Site Referrals

When medically necessary, an inmate may be referred to a specialty clinic off site by a Conmed provider. A Galveston County Sheriff's Deputy will accompany any inmate to the off-site clinic.

April, 2013

Other – 1	Plastics – 2	Opthal – 1	Endocrine – 1	OB – 2
Nephrology - 1				

May, 2013

OB – 4	Plastic – 2	Ortho – 1	CT – 2	Oncology -1
Nephrology – 1	OB - Ultrasound – 1			

June, 2013

Dialysis – 2	Ortho – 4	Other – 1	Opthal – 1	OB – 5
Cardiology – 2	GYN – 2	Plastic – 1	CT - 1	

Review: Ambulance Runs

Galveston 911 Emergency Medical Services (EMS) ambulance service is utilized when immediate transportation to a hospital is needed. Conmed medical staff handles emergency situations until transportation arrives. The number of emergency transports this reporting period is as follows:

April, 2013:	May, 2013:	June, 2013:
EMS – 0	EMS – 4	EMS - 4
Deputy / Car – 5	Deputy / Car - 8	Deputy / Car - 3

Review: Hospital Admissions

Inmates needing specialized treatment are seen off site. An inmate may be admitted to a local hospital if continued specialized treatment is needed. When an inmate is admitted to a hospital, the Conmed physician and appropriate staff are notified and are in constant contact with the hospital physician and staff. Discharge instructions and care are turned over to Conmed when the inmate is released from the hospital to return to the jail.

During this reporting period, the following number of inmates was admitted into hospitals with the total number of hospital days respectively:

April, 2013 – 0 hospital admissions

May, 2013 - 1 hospital admissions - Total number of hospital days – 4

June, 2013 – 2 hospital admissions - Total number of hospital days – 11

Review: Average Daily Population

The average daily population for the Galveston County Jail this reporting period was:

April, 2013 – 845

May, 2013 – 879

June, 2013 – 881

AGENDA ITEM #9.



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

August 14, 2013

Hon. Mark Henry, County Judge
Hon. Ryan Dennard, County Commissioner, Precinct No. 1
Hon. Kevin O'Brien, County Commissioner, Precinct No. 2
Hon. Stephen D. Holmes, County Commissioner, Precinct No. 3
Hon. Kenneth Clark, County Commissioner, Precinct No. 4

Re: Supporting paperwork on receive and file Application of Ashland, Inc. for tax abatement for August 20, 2013 Regular Meeting of the Commissioners Court

Dear Members of the Commissioners Court,

We have requested a receive and file item on the upcoming August 20, 2013 Regular Meeting of the Commissioners Court so that we may enter the documentation related to Ashland, Inc.'s current request for tax abatement into the Official Minutes of the Commissioners Court.

To this end, the copy of the Notice of Public Hearing was received in the County Judge's Office on July 10, 2013. Ashland, Inc.'s Application for Tax Abatement was received in the Community Services Department on July 22, 2013. Thereafter, a check made payable to the County of Galveston for payment of the application fee was received on August 13, 2013.

In closing, we ask that the Commissioners Court accept this cover letter and the enclosed documentation for filing in the Official Minutes of the Commissioners Court.

Sincerely,

Connie Nicholson, Director
Community Services Department

Enclosures

DATE: 08/07/2013

ISP Technologies
50 E. RiverCenter Blvd.
Covington KY 41012

CHECK NO. 10000587

PAY EXACTLY *

1,000 USD AND 00/100

AMOUNT
USD *****1,000.00*

VOID AFTER 180 DAYS

PAY TO THE
ORDER OF COUNTY OF GALVESTON
PO Box 1418
GALVESTON TX 77553

BY *Lynn P. Truma*

SunTrust Bk, ATLANTA, GA

SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈ 10000587 ⑈

Vendor No. 2138550	Aqualon Company		Check No. 10000587
REFERENCE NUMBER	INVOICE AMOUNT	DISCOUNT AMT	NET AMOUNT
Aqualon Company			
Tax abatement application	1,000.00	0.00	1,000.00
Sum total	1,000.00	0.00	1,000.00

DATE: 07/12/2013

ISP Technologies
50 E. RiverCenter Blvd.
Covington KY 41012

CHECK NO. 10000545

PAY EXACTLY *

1,000 USD AND 00/100

AMOUNT
USD *****1,000.00*

VOID AFTER 180 DAYS

PAY TO THE ORDER OF GALVESTON COUNTY TAX OFFICE
722 MOODY
GALVESTON TX 77550

BY

Lynn P. James

SunTrust Bk, ATLANTA, GA

SECURITY FEATURES INCLUDED, DETAILS ON BACK.

⑈ 10000545 ⑈



Application for Tax Abatement by Galveston County, Texas

This application, required supporting documentation, and a \$1,000 application fee made payable to Galveston County (non-refundable) must be submitted to the Galveston County Community Services Department to be eligible for consideration for tax abatement by the Commissioners' Court of Galveston County. The mailing address and location for Galveston County Community Services Department is 722 Moody, 5th Floor, Galveston, Texas 77550. ***This application will become part of the tax abatement agreement and any knowing false representations will be grounds for terminating the application and/or voiding the tax abatement agreement.*** Galveston County will forward copies of this application to other taxing jurisdictions if required by the Property Redevelopment and Tax Abatement Act.

Part I. Applicant Information

Application Date 07 / 17 / 2013

Company name* (complete corporate name must be listed): Ashland, Inc.
ISP Technologies, Inc., a subsidiary of Ashland, Inc., is the legal owner of the property

Company address: 60 E. River Center Blvd., P.O. Box 391, Covington, KY 41012-0391

Local address (if different than above): 4501 Attwater Ave., Texas City, TX 77590

Local Phone Number: 409-942-1806 E-Mail: [REDACTED]

Local Fax Number: _____ Annual Sales: 8.2 B (Ashland, Inc.)

State of Incorporation: KY Years in Galveston County: _____

Total number of employees worldwide: 15,000

Total number of employees in Texas: 615

Total number of employees in Galveston County: 175

Name and Address of Registered Agent: _____

*Attach a description of Applicant Company, including brief history, corporate structure, financial statement and annual report, and legal documents showing incorporation information and authority to conduct business in the State of Texas. If Applicant conducts business under an assumed name, then Application must include legal documents showing authority to conduct business under assumed name.

Part II. Project Information

Project site location address: 4501 Attwater Ave., Texas City, TX 77590

Legal description*: Intersection of Attwater Ave. and SH-146-222 acres-ABST 17 page 3,4&9 JW LYTTLE SUR TR6, 98.47 acres - ABST 17 page 3,4&9 JW LYTTLE SUR TR 7, 3029 acres - ABST 17 page 9, JW Lyttle SUR TR 20,2.829 acres - ABST 176 page 1 Lot 1 & Pt of Lot 2 Blk 1 Sub B KOHFELD TS RESUB

Taxing units at project site

School District: Dickinson College District: College of Mainland Community

Municipality: Texas City

Tax Account Number(s): 001700060000000, 001 7000 70000000, 001 700 2000000000 442400020101000

*Attach plat survey, with a metes and bounds description, for project site.

Project description** (check applicable): New Construction Expansion

**Attach statement fully explaining project and describing existing site and all proposed improvements, and provide complete detailed (line item) Investment Schedule/Budget detailing improvements for which abatement is requested.

Type of Facility*:

- Convergent Technologies
- Manufacturing
- Regional Distribution Center
- Regional Entertainment
- Regional Office
- Regional Service
- Research
- Research & Development
- Other Basic Industry

Describe product or service to be provided and to what purpose: The existing 2-pyrrolidone unit in the Calvert City, KY facility is forecasted to be out of capacity in the planning horizon requiring Ashland to construct additional capacity. This capacity expansion is planned for Texas City and requires the installation of a new reactor, storage facilities for raw materials, and all associated equipment for feeding the reactor. The project will also refurbish and upgrade existing distillation towers.

*For regional facilities, provide market studies, business plans, or other materials demonstrating that the facility is intended to serve a primary market that lies at least one hundred (100) miles outside of Galveston County.

Variance

Is Applicant seeking a variance from the Galveston County Tax Abatement Guidelines and Criteria?
 Yes No

If yes, attach a letter requesting and justifying the variance and include documentation to support the requested variance.

Part III. Economic Information

Construction Estimate:

Start Date August 2013

Contract Amount \$ _____

Completion Date June 2014

Peak Construction Jobs 40

Construction Man-Years 27.5

If Modernization: N/A

Estimated current economic life of structure _____ years

Added economic life of structure _____ years

Permanent Job Creation/Retention of existing permanent jobs in Galveston County:

Current employment 175

Jobs to be retained 175

Jobs to be created 2

Estimated Appraised Value On Site	Land	Improvements	Total
Value on January 1 preceding abatement (per GCAD records and account number)			
Estimated value of new abatable investment: Building			
Estimated value of new abatable investment: Fixed and in place machinery and equipment		\$7,792,600	\$7,792,600
Estimated value not subject to abatement (e.g., inventory)			
Estimated value of property subject to ad valorem tax at end of abatement		TBD	TBD

Company Representative Authorized for Contact:

Name: Adam Bering

Title: Consultant

Telephone: 614-232-7603

E-mail: _____

Applicant's Authorized Company Official:

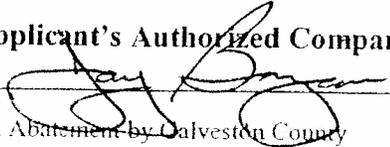
Name: Jay Bizarro

Title: Plant Manager

Telephone: 409-942-1806

E-mail: _____

Signature of Applicant's Authorized Company Official tendering this Application for Tax

Abatement:  (Application must be signed)

Description of Narrative
(must be included with Application)

Introduction to the Company. Applicant shall describe the company's business activities, locations, primary markets, history (when and where incorporated), headquarters location, parent or subsidiary company information to include a complete diagram showing names, ownership percentages, and which companies will be active and in what capacity on the project. Applicant shall also include the names of chief officers, and provide a copy of the annual report or financial statements.

Reasons for seeking abatement. Applicant shall state its reasons for seeking tax abatement and should include any special considerations. Applicant should state how the project will benefit the community where it will be located. If the Applicant is requesting any variances, it shall provide justification for the variance requested.

Describe the project. Applicant should provide facts about the proposed site (acreage, cost, location, ownership), and describe the type and value of proposed improvements. Applicant shall include a construction budget in line item format, and list fixed in place equipment to be included in the project. Applicant shall include a project timeline (running from start date through end date). Applicant shall provide environmental impact information and note any anticipated impacts of the project on the environment, including but not limited to, water quality, storm water and runoff, floodplain and wetlands, solid waste disposal, noise levels, and air quality. Applicant shall include its history of environmental compliance.

Jobs. Applicant must provide information on its current level of employment including current payroll and the breakdown of current employment by zip code. Applicant must provide a copy of the company's most recent filing with the Texas Workforce Commission or other supporting documentation that can be used to determine actual employment at time of application. Applicant must provide information on the projected job creation associated with the project, including: new employee needs (for example, skilled versus non-skilled, level of education, experience, etc.); its proposed pay scale; any training that the company will provide to its new employees; upward mobility opportunities, career tracks, etc., available to less educated and experienced workers; if this is a consolidation, then information on the number of new hires versus the number of transfers; and information on construction jobs to be created by the project.

Competition with local business. Applicant shall list any competition or similar businesses in the area and describe how abatement will impact competition with other similar businesses in the area.

Alternative site considerations. Applicant shall provide information on alternative site considerations and/or incentives being offered to the company. Applicant shall state who the company has visited with outside of Galveston County concerning tax abatement in another county, state, or country, and provide copies of any letters of intent from the entities offering abatement/incentive(s).

Lease Agreement. If Applicant will be leasing property, it must attach a copy of the lease. If the company owns or is purchasing land, Applicant must attach a copy of deed or executed contract-option to purchase and there must be an “out clause” listed in the special provisions stating that if tax abatement is not granted, then Applicant will not be held to the terms of the contract with the lessor/owner.

Completeness of Submission. Applicant’s application for tax abatement shall not be considered complete until all required information has been provided to Galveston County. For questions, Applicant should contact the Director of the Galveston County Community Services Department.

Ashland, Inc. – Application to Galveston County for Property Tax Abatement

Introduction to the Company – Ashland, Inc. (“Ashland”) is a global specialty chemicals company that provides products, services, and solutions for many industries including building and construction, food/pharmaceutical/personal care, packaging and converting, paint and coatings, pulp and paper, transportation, and water treatment. Ashland is publically traded on the NYSE (“ASH”). It is incorporated in the State of Kentucky and is headquartered in Covington, Kentucky. Principal offices of other major operations are located in Wilmington, Delaware, Wayne, New Jersey, Dublin, Ohio, Lexington, Kentucky, Barendrecht, the Netherlands, Shanghai, China, Hyderabad, India and Schaffhausen and Zug, Switzerland. Ashland was organized in 2004 as a successor to a Kentucky corporation of the same name organized on October 22, 1936. Ashland’s business consists of four reportable segments: 1) Ashland Specialty Ingredients, 2) Ashland Water Technologies, 3) Ashland Performance Materials, and 4) Ashland Consumer Markets. Ashland has operations and sales in more than 100 countries. Ashland’s annual revenue in fiscal year ending 9/30/2012 was approximately \$8.2 billion. Ashland employs more than 15,000 people worldwide. See attached Annual Report for names of executive officers and other information.

Reasons for seeking abatement – As one of many facilities owned by Ashland, a publically traded company, business considerations for the future of the Texas City facility are different than they have been historically. Ashland is evaluating options to continue either making capital investment and payroll investments in Texas City or growing its production capacity at a number of its other domestic locations. In the current business environment, Ashland faces pressure to minimize expenses, including its tax burden. Ashland has identified a need for incentives to help offset its proposed capital investment. Such incentives would position Ashland for future growth.

Describe the project – The project involves a capacity expansion of a 2-pyrrolidone unit in the Texas City facility. 2-pyrrolidone is an intermediate that goes downstream to Ashland’s end use polymers known as PVP, PVP/VA and PVPP. It is currently manufactured in Ashland’s Calvery City, KY facility, and material is shipped to Texas City for conversion to vinyl pyrrolidone, which ultimately get polymerized to downstream products, as listed above. Due to business growth, the existing 2-pyrrolidone unit in Calvery City is forecasted to be out of capacity in the planning horizon, therefore requiring Ashland to construct additional capacity. This capacity expansion is planned for Texas City, and in broad terms requires the installation of a new reactor, storage facilities for raw materials, and all of the associated equipment for feeding the reactor. Additionally, the project will refurbish and upgrade existing distillation towers that were shut down over 10 years ago. The project would occur at 4501 Attwater Ave., Texas City, Texas. Total investment is estimated at \$7,792,600 assessed value. The legal owner of the Texas City

facility is ISP Technologies, Inc., which is a subsidiary of Ashland, Inc. Please see attached line item description and cost detail for the project.

Jobs – Ashland has approximately 175 current employees at the Texas City facility (this is approved headcount; at any given time, the number could be slightly less due to retirements, openings and trying to identify the right candidate, etc.). Approximately 74% of the current employees are Galveston county residents. Ashland anticipates approximately 2 new positions in connection with the project described above.

Competition with local business – Ashland is not aware of any competition or similar business in the area so Ashland does not believe the abatement will impact competition in the area.

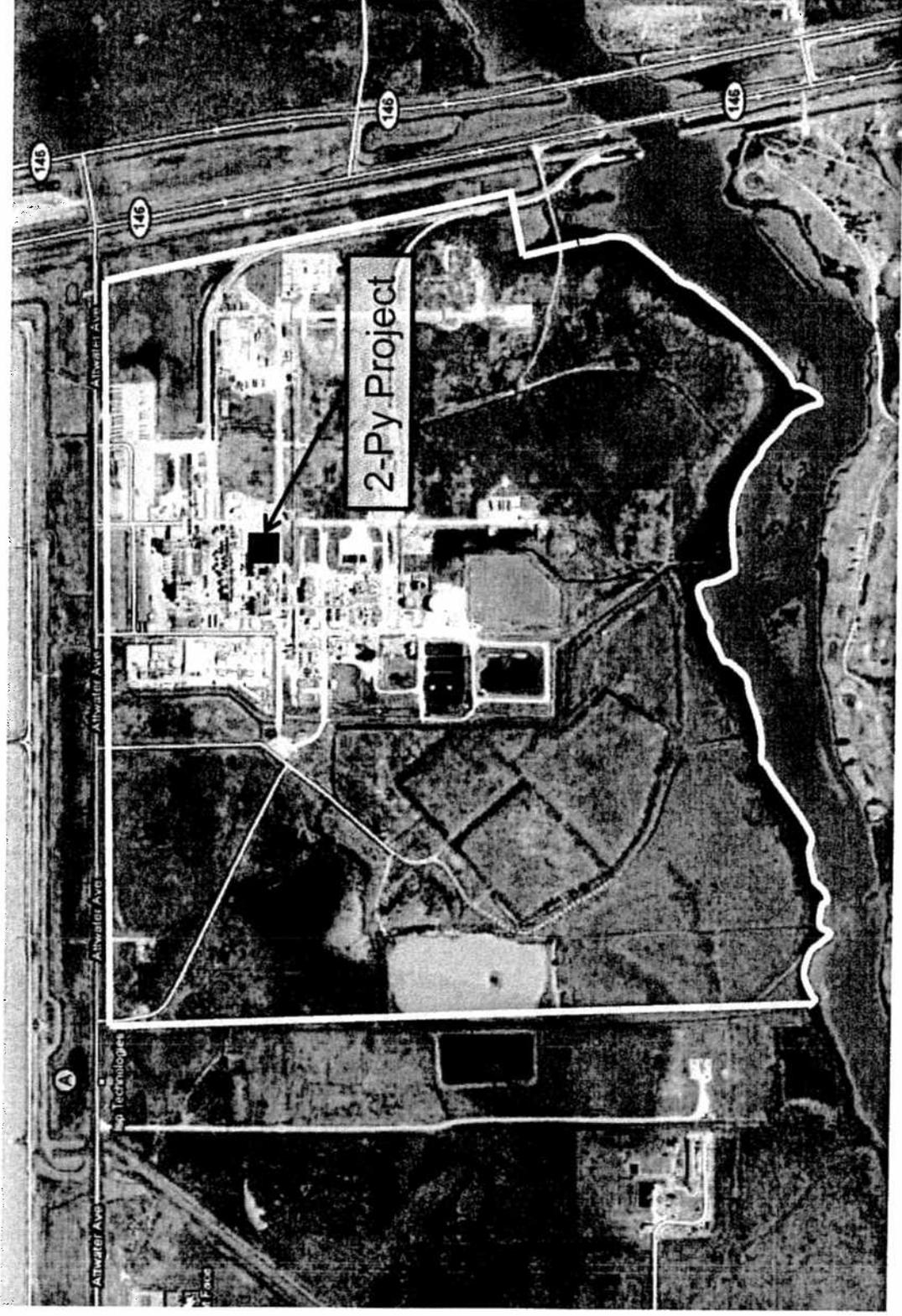
Alternative site considerations – As mentioned above, Ashland is a multi-national company with facilities and operations in many states and many countries. The Texas City plant sits within Ashland Specialty Ingredients, one of Ashland's four business segments. The plant manager of the Texas City plant oversees multiple plants in different states. Within Ashland, the decision to make capital investments within any specific site is a competitive process. Many different factors are considered, one of which is incentives.

PROJECT:	Texas City 2PY Project	PROJECT MANAGER			
		M. Karrs			
CODE OF					
ACCOUNT	DESCRIPTION OF ITEM	MATERIAL			
	EQUIPMENT				
	PRESSURE VESSELS & TANKS	\$900,500			
	HEAT EXCHANGERS	\$330,000			
	PUMPS	\$834,000			
	MISC. EQUIPMENT & TOWER PACKING	\$621,400			
	DCS CONTROL SYSTEMS	\$250,000			
	TOTAL EQUIPMENT	\$2,935,900		Labor	
	CIVIL WORK	\$12,200		\$34,200	
	BUILDING & STRUCTURAL	\$88,000		\$48,500	
	PIPING	\$249,500		\$375,800	
	INSTRUMENTATION	\$898,600		\$718,700	
	ELECTRICAL	\$721,000		\$283,600	
	INSULATION	\$85,500		\$367,600	
	COATINGS	\$7,600		\$30,400	
	TOTAL COMMODITIES	\$2,062,400		\$1,858,800	
	INDIRECT COST				
	ISP ENGINEERING				\$436,400
	FREIGHT				\$179,100
	TAXES				\$320,000
	Total Indirect Costs				\$935,500

Total

\$7,792,600

Ashland Texas City 2-Py Project



1

Ashland Specialty Ingredients

ASHLAND

THE CITY OF



TEXAS CITY

RECEIVED
JUL 10 2013

OFFICE OF THE CITY SECRETARY GALVESTON COUNTY JUDGE

July 9, 2013

CM/RRR
Honorable Mark Henry, Judge
Galveston County
722 Moody, Suite 200
Galveston, TX 77550

Re: Notice of Public Hearing – Tax Abatement Agreement

Dear Judge Henry:

The City of Texas City will hold a Public Hearing on Wednesday, July 17, 2013, at 5:00 p.m., in the Kenneth T. Nunn Council Room, City Hall, 1801 9th Avenue North, Texas City, Texas. The Public Hearing is to consider the application for Tax Abatement of Ashland, Inc., 4501 Attwater Avenue, Texas City, Galveston County, Texas, which is in a Tax Reinvestment Zone created on September 19, 2012, by Ordinance No. 12-37. As required by City Ordinance, you are being provided with a copy of the notice of hearing and the proposed Tax Abatement Agreement.

If you have any questions, please feel free to contact me.

Sincerely,

Nicholas J. Finan
Executive Director of Management Services /
City Secretary

/lej
Enclosures

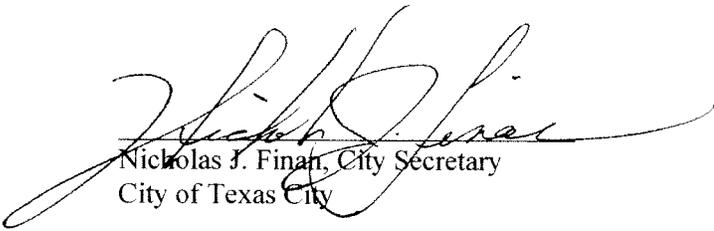
"QPS – Quality Public Service"

NOTICE OF PUBLIC HEARING ON TAX ABATEMENT

Notice is hereby given that the City Commission of Texas City will hold a **PUBLIC HEARING** on **Wednesday, July 17, 2013, at 5:00 p.m., in the Kenneth T. Nunn Council Room at City Hall, 1801 9th Ave. N., Texas City, Texas.**

The purpose of the Public Hearing is to hear citizens' opinions in favor of or in opposition to Ashland, Inc.'s **request for Tax Abatement** for production of 2-Pyrrolidone at the approximately 326 acre tract of land located at 4501 Attwater Avenue in Texas City, Galveston County, Texas. 2-Pyrrolidone is an intermediate that goes downstream to Ashland's end use polymers known as PVP, PVP/VA and PVPP. The expansion will require the installation of a new reactor, storage facilities for raw materials, and all of the associated equipment for feeding the reactor. Additionally, the project will refurbish and upgrade existing distillation towers that were shut down over 10 years ago.

Any citizen wishing to voice his/her opinion in favor of or in opposition to Ashland, Inc.'s request for Tax Abatement is invited to be present and will be heard. Written comments will be accepted and considered on or before the date of the Public Hearing.



Nicholas J. Finah, City Secretary
City of Texas City

Date: July 8, 2013

TAX ABATEMENT AGREEMENT

BETWEEN THE

CITY OF TEXAS CITY

AND

ASHLAND, INC.

(2013)

FOR

A REINVESTMENT ZONE

LOCATED AT 4501 ATTWATER AVENUE

TEXAS CITY, TEXAS

INTERSECTION OF

ATTWATER AVENUE AND SH – 146

TEXAS CITY, TEXAS

DATE: July 17, 2013

LIST OF EXHIBITS

- Exhibit "A"** Application for Tax Abatement, including Map and listing of improvements, submitted by Ashland, Inc.
- Exhibit "B"** Ordinance No. 12-37, creating Reinvestment Zone on September 19, 2012, with Reinvestment Zone description.
- Exhibit "C"** Estimated Appraised Value of eligible project (the 2-Py project) using the same methodology as the previous project of September 19, 2012, (wherein we confirmed with Hugh Landrum, Jr., third-party appraiser for Galveston County) is \$7,792,600.00.
- Exhibit "D"** Resolution No. 13-059 of the City Commission of the City of Texas City, Texas, authorizing the Mayor to negotiate and execute a Tax Abatement Agreement with the Applicant, which is in accordance with the City's "Guidelines and Criteria for Granting Tax Abatement in the City of Texas City."
- Exhibit "E"** New Eligible Project

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**AGREEMENT FOR TAX ABATEMENT OF PROPERTY
IN A REINVESTMENT ZONE
LOCATED AT 4501 ATTWATER AVENUE
INTERSECTION OF
ATTWATER AVENUE AND SH – 146
TEXAS CITY, TEXAS
BETWEEN ASHLAND, INC.
AND THE CITY OF TEXAS CITY
(2013)**

**THE STATE OF TEXAS §
 §
COUNTY OF GALVESTON §**

This Tax Abatement Agreement hereinafter referred to as the “Agreement,” is entered into pursuant to the authority granted under **Chapter 312, Property Redevelopment and Tax Abatement Act, Tax Code, V.T.C.A.**, by and between the City of Texas City, Galveston County, Texas and Ashland, Inc., hereinafter known as “Applicant.” Said property is located in a Reinvestment Zone located at 4501 Attwater Avenue, Texas City, Galveston County, Texas, created by Ordinance No. 12-37, on September 19, 2012.

The City of Texas City’s **Tax Abatement Guidelines and Criteria October 6, 2012 through October 5, 2014**, for granting a tax abatement in the City of Texas City, was adopted by Resolution No. 12-110, by the City Commission of the City of Texas City. All definitions and terms set forth therein are applicable to this Agreement.

**SECTION I
DEFINITIONS**

(a) **Abatement**: The full or partial exemption from ad valorem taxes of both new facilities and structures and for the expansion or modernization of existing facilities and structures in the Reinvestment Zone.

(b) **Affected Jurisdiction**: The City of Texas City and every eligible taxing unit that it includes within its boundaries; real property that is to be included in a proposed Reinvestment zone.

(c) **Agreement**: A contractual Agreement between a property owner and the City of Texas City for the purposes of tax abatement.

(d) **Base Year Value**: The assessed value of eligible property January 1, preceding the execution of the Agreement, plus the agreed upon value of eligible property improvements made after January 1, but before the execution of the Agreement.

(e) **Deferred Maintenance**: Improvements necessary for continued operations, which do not improve productivity or alter the process technology.

(f) **Expansion**: The addition of buildings, structures, machinery or equipment for purposes of increasing production capacity.

(g) **Facility**: Property improvements completed or in the process of construction which together comprise an integral whole.

(h) **Manufacturing Facility**: Buildings and structures, including machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

(i) **Modernization**: A complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery or equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(j) **New Eligible Projects**: Improvements, buildings, and facilities as displayed in Exhibit "E" that Ashland, Inc. is considering to construct at its Texas City facility within three years of this Agreement.

(k) **New Facility or Structure**: A property previously undeveloped, which is placed into service by means other than or in conjunction with expansion or modernization.

(l) **Other Basic Industry**: Buildings and structures, including fixed machinery and equipment, not elsewhere described, used or to be used for the production of products which primarily serve a market outside Galveston County.

(m) **Productive Life**: The number of years a property improvement is expected to be in service in a facility.

(n) **Permanent Job**: One hundred seventy-five (175) full time jobs after construction and during the abatement period.

SECTION II
ABATEMENT AUTHORIZED

The City authorizes a tax abatement for Applicant for the project stated in the Application, attached as Exhibit A hereto, pursuant to the terms and conditions of this Agreement and applicable laws.

(a) **Eligible Property**: Tax abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements plus the office space and related fixed improvements necessary to the operation and administration of the facility. The value of all property shall be the appraised value of each year as determined by the Central Appraisal District.

(b) **Ineligible Property**: The following types of property shall be fully taxable and ineligible for tax abatement: land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; furniture; deferred maintenance investments; property to be rented or leased, except as specifically provided for in Section II(c); improvements for the generation or transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; improvements to real property that have a productive life of less than 15 years; and property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.

(c) **Value and Term of Tax Abatement**:

- (1) Tax abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the Agreement. If the period of construction exceeds one year, the facility shall be considered completed for purposes of abatement, and in no case shall the period of abatement, inclusive of construction and completion, exceed SEVEN years.
- (2) In the event the Applicant plans the removal in whole or in part of existing improvements in connection with the construction of new eligible projects, tax abatement shall be reduced from the level provided for herein. The percentage to be abated shall be found as follows: ascertain the appraised value of the improvements to be removed as of January 1, immediately preceding the date of

the application; subtract said appraised value from the amount of the eligible properties to be constructed; then divide the remainder by the said amount of eligible properties to be constructed to find the percentage of abatement of the value of such eligible properties.

(d) **Minimum Employment Qualifications:** In order to be eligible for designation as a reinvestment zone and receive tax abatement of the planned improvement, Applicant must create full-time employment for at least ten (10) new people on a permanent basis; or it must retain full-time employment for at least one hundred seventy-five (175) people on a permanent basis. “Full-time” employment shall mean forty (40) hours per week or equivalent. In addition, the Applicant must document and satisfactorily evidence that tax abatement is necessary to maintain its competitiveness on the local, state, national or world markets.

(e) **Economic Qualifications:** The value of improvements has been represented to exceed \$7,000,000.00, but exceeds, \$20,000,000.00, when considered with previous abatement granted within last year. Said abatement shall occur as follows:

- (1) For construction of eligible property exceeding \$20,000,000.00, the percentage of tax abated for the total amount of the property shall be abated for a period of six (6) years as follows:

Year 1-	0%
Year 2-	20%
Year 3-6	20%

(f) **Taxability:** From the execution of the abatement to the end of the Agreement period, taxes shall be payable as follows:

- (1) The value of ineligible property as provided in *Section II(f)* of the *City of Texas City Tax Abatement Guidelines and Criteria October 6, 2012 through October 5, 2014* shall be fully taxable;
- (2) The base year value of existing eligible property as determined each year shall be fully taxable; and,
- (3) The additional value of the new eligible property shall be taxable in the manner described in *Section II(h)* of the *City of Texas City Tax Abatement Guidelines and Criteria October 6, 2012 through October 5, 2014*.

(g) **Local Employment, Purchase, Wage and Residence Requirements:**

Applicant agrees that the hiring practices shall be as follows:

- (1) Exempt employees, as defined by Federal wage and hour laws, may be excluded from the employment wage requirements herein below.
- (2) Employment and wage rates, including benefits, shall be in accordance with those established in the **Davis-Bacon Act**. Apprentices registered with the U.S. Department of Labor, Bureau of Apprenticeship Training, shall receive wages for the particular craft as established by the Bureau of Apprenticeship Training.
- (3) “Buy Local” Provision. Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that it is a legal and moral obligation of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. For the purposes of this provision, the term “local” as used to describe manufacturers, suppliers, contractors and labor shall include firms, businesses, and persons who reside in or maintain an office in Texas City or Galveston County, Texas. In the event of a breach of the buy-local provision, the percentage of abatement shall be proportionately reduced equal to the amount the disqualified contract bears to the total construction cost for the project.
- (4) Local purchases/contracts shall also include office space, medical, dental, realtor, and other professional services, including, but not limited to, use of local financial institutions, accountants, attorneys, employment agencies, etc.
- (5) Prebid meetings must be held between owner and potential local bidders and suppliers of services and materials.

(h) **Incentive Abatements:** In addition to the **20%** abatement offered as a result of “Economic Qualifications” provided for herein, Applicant shall receive the following incentive abatements.

New Facility/Structure: The facility is a “New Facility or Structure” as provided for in the City’s tax abatement guidelines and as such qualifies for a further negotiated abatement of 50%, except year one, which will be 70%.

(i) **Total Tax Abatement:** Combined Economic Qualifications and Incentive Abatements.

Year 1-	70%
Year 2-	70%
Year 3-6	70%

(j) **Maximum Abatement:** In no instance shall the Owner/Applicant receive more than 70% abatement in any one year. In the event of a default, any percentage of recapture shall be deducted from the 70%, regardless if the Owner/Applicant qualified initially for more than 90% abatement. For example, if the Owner/Applicant qualifies initially for 90% abatement, it shall only receive 70% abatement. If, during the term of the Agreement, the Owner/Applicant defaults and loses a portion of the abatement because value drops below \$20 million, the Owner/Applicant shall only be entitled to 50% abatement, even though initially the Owner/Applicant was eligible for “90%” abatement.

SECTION III **SUBJECT PROPERTY**

The Texas City Reinvestment Zone, is an area wholly within the City of Texas City, Texas, fully described in Exhibit "B" attached hereto and made a part hereof. Applicant’s property is wholly within the Reinvestment Zone. The existing uses and conditions of Applicant’s real property are shown in Exhibit "A."

The Galveston Central Appraisal District shall establish values of the agreed eligible projects within this Agreement for the subject property as of January 1, 2014, and these values shall be attached as Exhibit "C," when available, and shall be a part of this Agreement for all purposes. Construction will continue into 2014 and Galveston Central Appraisal District shall re-evaluate and provide the new value which shall also be attached at that time, after January 1, 2015. The Central Appraisal District shall distinguish the Base Year Value and the agreed eligible projects value.

SECTION IV
VALUE AND TERM OF AGREEMENT

The Agreement shall be effective when executed by all parties.

This tax abatement shall be effective with the January 1 valuation date immediately following date of execution by the parties. The Construction Phase shall be as defined herein. In no case shall the period of abatement, inclusive of the Construction Phase and completion, exceed the years specified under Section II (e).

This Agreement shall be applicable to New Eligible Projects and those supplemental improvements to the New Eligible Projects, attached as Exhibit "E" or other projects as may be agreed upon by both parties, added or constructed during the post-construction abatement period. Abatement shall commence on January 1, 2014 and expire January 1, 2020, (six (6) years), at which time the Galveston County Central Appraisal District will add the value of the improvement to the tax rolls. However, within three (3) years of signing of the original Tax Abatement Agreement (dated September 19, 2012), both parties may agree to enter tax abatements for the additional New Eligible Projects listed in Exhibit "E" or other projects that are to commence construction within that time frame. While separate projects may have their own abatements and commence construction at various times during this three-year period, the City will consider the combined construction projects in its determination of eligibility, total tax abatement percentages, and years for term of the abatement.

SECTION V
TAXABILITY

During the period that this tax abatement is effective, taxes shall be payable as follows:

- (1) The value of Ineligible Property shall be fully taxable;
- (2) The Certified Appraised Value of property subject to tax, as established by Galveston Central Appraisal District as of January 1, 2013, shall be set as the base value. The appraised value of property subject to tax shall be re-determined by the Galveston Central Appraisal District as of January 1 of each year during the period of abatement. Such value, as re-determined each year, shall be fully taxable; however, the full value of New Eligible Project shall be abated as provided by terms therein.

The Chief Appraiser of the Galveston Central Appraisal District shall annually determine (i) the taxable value pursuant to the terms of this abatement of the real and personal property comprising New Eligible Projects located in a reinvestment zone (Reinvestment Zone), and (ii) the full taxable value without abatement of the real and personal property comprising Owner/Applicant's property. The Chief Appraiser shall record both the abated taxable value and the full taxable value in the appraisal records. The full taxable value figure listed in the appraisal records shall be used to compute the amount of abated taxes that are required to be recaptured and paid in the event this Agreement is terminated in a manner that results in recapture. Each year the Owner/Applicant shall furnish the Chief Appraiser with such information pursuant to Chapter 22, Renditions and other Reports, Tax Code (V.T.C.A.), as may be necessary for the administration of the abatement specified herein.

SECTION VI **CONTEMPLATED IMPROVEMENTS**

Shown in Exhibit "A" is:

- (1) A map showing the proposed improvements and uses in the subject property; and
- (2) A listing of the kinds, number, and location of all proposed improvements to said property.

Applicant's Texas City, Texas, facility is a key part of the Ashland Specialty Ingredients (ASI) group that provides chemicals to the pharmaceutical, personal care, electronics, and beverage industries. There are approximately 175 employees at this facility which is approximately 326 acres and has been operating since 1968. In 2005, the facility underwent a \$30,000,000 expansion to produce PVPP. PVPP is a cross-linked homopolymer used predominately in the pharmaceutical and beverage industries. Applicant recently constructed a new building and the purchase of machinery and equipment to increase the production capacity of PVPP. Additionally, there was a proposed project to increase Vinyl Pyrrolidone capacity with the addition of two compressors and piping and acetylene infrastructure. At this time, Ashland proposes to construct a facility to provide 2-Pyrrolidone. 2-Pyrrolidone is an intermediate that goes downstream to Ashland's end use polymers known as PVP, PVP/VA and PVPP. These proposed projects would result in the addition of two (2) net new jobs, in addition to the five (5) jobs from the previous Tax Abatement Agreement of

September 19, 2012, and net retention of one hundred seventy-five (175) employees would remain with the existing facility.

During the Construction Phase, the Applicant may make such change orders to the project as are reasonably necessary, but Applicant agrees to use the property consistent with the use specified in the application, which is consistent with the economic development goals of the City of Texas City, Texas.

All improvements shall be completed in accordance with all applicable laws, ordinances, rules or regulations. Failure to comply in any material respect may serve as a breach of this Agreement.

SECTION VII **EVENT OF DEFAULT**

During the abatement period covered by this Agreement Texas City may declare a default thereunder by the Applicant:

- (1) If the Applicant fails to commence construction of the New Facility described in Part VI, above, and the Application attached hereto as Exhibit "A" within two years from the date this Agreement is executed;
- (2) If the Applicant fails to construct the New Facility substantially as described in Part VI, above;
- (3) If the Applicant refuses or neglects to comply in any material respect with any of the terms of this Agreement or the Application (Exhibit "A") and Guidelines (as attached), made a part of this Agreement for all purposes;
- (4) If the Applicant allows ad valorem taxes owed to the City of Texas City or affected jurisdictions to become delinquent and fail to timely and properly follow the legal procedures for the company's or individual's protest and/or contest; or
- (5) If any representation made by the Applicant(s) in this Agreement is false or misleading in any material respect.

Should Texas City determine the Applicant to be in material default during the term of this Agreement, Texas City shall notify Applicant in writing within sixty (60) days of such determination, and if such default is not cured within sixty (60) days from the date of such notice ("Cure Period"), then this Agreement may be terminated; provided, however, that in the case of a default that for causes beyond Applicant's reasonable control cannot with due diligence be cured within such

sixty-day (60) period, the Cure Period shall be deemed extended if Applicant (i) shall immediately, upon the receipt of such notice, advise Texas City of Applicant's intention to institute steps necessary to cure such default and (ii) shall specify in writing and institute thereafter and proceed to completion with reasonable dispatch all steps necessary to cure same.

If the City should terminate this Agreement pursuant to the terms of this Agreement, it shall provide Applicant written notice of such termination, and except where provided otherwise, all taxes otherwise abated by virtue of this Agreement will be recaptured and paid to Texas City within sixty (60) days notice of the termination. If Applicant believes that such termination was improper, Applicant may file suit in the Galveston County District Courts appealing such termination within sixty (60) days after receipt from Texas City of written notice of the termination. If an appeal suit is filed, Applicant shall remit to Texas City within sixty (60) days after receipt of the notice of termination, any additional and/or recaptured taxes as may be payable during the pendency of the litigation. (Section 42.08 Forfeiture of Remedy for Nonpayment of Taxes, Tax Code (V.T.C.A.)). If the final determination of the appeal increases Applicant's tax liability above the amount of tax paid, Applicant shall remit the additional tax to Texas City. (Section 42.42, Texas Tax Code, as may be amended). If the final determination of the appeal decreases Applicant's tax liability, Texas City shall refund to Applicant the difference between the amount of tax paid and the amount of tax for which Applicant is liable. (Section 42.43 Tax Code, as may be amended).

SECTION VIII **DIRECT PAYMENT PERMIT FOR SALES TAX**

To assure Texas City of receipt of local sales tax from construction of said facility, Applicant shall supply to the City a current Direct Payment Permit filed with the Comptroller of Public Accounts, and where applicable, shall require its contractors and subcontractors to also file for, or present such pertinent permit to Texas City.

Applicant shall promptly provide a copy of their Direct Pay Tax Permit to Texas City. Applicant shall use due diligence to ensure Texas City that contractors and subcontractors constructing said facility shall provide taxable materials used in such construction under a separate contract as defined by Texas Administrative Code, Section 3.291, as amended. Such taxable materials shall be purchased by Applicant free of state and local sales taxes pursuant to Applicant's issuance of a direct

payment exemption certificate to contractor. Applicant shall then accrue and pay state sales or use taxes and Texas City sales or use taxes calculated based on the taxable materials purchased.

SECTION IX
UTILIZATION OF LOCAL WORKFORCE AND SUPPLIERS

It is contemplated that this project will bring two (2) new jobs to Applicant's Facility and retain one hundred seventy-five (175) employees at the Texas City facility. It is further contemplated that this project will provide 55,000 construction man hours.

All things being equal, Applicant and its contractors and subcontractors during and after the construction shall give preference to the purchase of materials and supplies from local businesses provided quality, price, and availability are comparable, and to the hiring of the local workforce as prescribed in Section II (g) of this Agreement.

SECTION X
RECAPTURE

(a) In the event that the facility is completed and begins producing product or service, but subsequently discontinues producing product or service for any reason exempting fire, explosion or other casualty or accident or natural disaster, for a period of one year during the abatement period, then the Agreement shall terminate and so shall the abatement of the taxes for the calendar year during which the facility no longer produces. The taxes otherwise abated for the calendar year shall be paid to the affected jurisdiction and other taxing agencies within sixty (60) days from the date of termination.

(b) Should the City of Texas City determine that the company or individual is in default according to the terms and conditions of its Agreement, the City shall notify the company or individual in writing at the address stated in the Agreement, and, if the default is not cured within sixty (60) days from the date of notice ("Cure Period"), the Agreement may be terminated.

(c) In the event that the company or individual:

- (1) Allows its ad valorem taxes owed the City of Texas City or affected jurisdictions to become delinquent and fails to timely and properly follow the legal procedures for the company's or individual's protest and/or contest; or

- (2) Violates any of the terms and conditions of the Abatement Agreement and fails to cure any default with the Cure Period, the Agreement then may be terminated, and all taxes previously abated by virtue of the Agreement shall be recaptured and paid within sixty (60) days of the termination.

(d) Payment in Lieu of Taxes. If, during the period of this abatement, any Federal or State law provides an additional tax exemption for the property that is already the subject of this agreement, Applicant agrees to decline that tax exemption during the period of this abatement. If Applicant is unable to decline that tax exemption, Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the City that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which the payment is due.

At the end of the abatement period, Applicant further agrees to decline said tax exemption or pay taxes or payment in lieu of taxes, for a further term that mirrors the term of the original abatement period.

SECTION XI **ASSIGNMENT**

Tax abatement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by Resolution of the City Commission, subject to the financial capacity of the assignee, and provided all conditions and obligations in the Tax Abatement Agreement are guaranteed by the execution of a new contractual agreement with the City of Texas City. No assignment or transfer shall be approved if the parties to the existing Agreement, the new owner or new lessee are liable to the City of Texas City or any affected jurisdiction or other taxing agency for outstanding taxes or other obligations. Assignment fees of 1% may be required, with a maximum of \$10,000.00, and approval by the City Commission shall not be unreasonably withheld.

SECTION XII **ADMINISTRATION**

(a) The Mayor of Texas City, or his designated representative, shall be responsible for the administration of this Agreement. Prior to the commencement of construction, the Owner/Applicant

shall meet with Texas City officials to discuss the terms and conditions of the Abatement Agreement.

(b) During construction, the Applicant shall submit monthly reports to verify compliance with the Abatement Agreement. The reports shall be subject to third-party audits, which shall be conducted by the City at the Applicant's expense.

(c) The City of Texas City shall evaluate each facility that receives an abatement to ensure compliance with the Agreement. The Applicant shall maintain appropriate records of the employees affected by this abatement, including, but not limited to, proof of employees' legal residence; proof of immigration-resident status, if applicable; or such other documentation that may be required to document compliance with the Agreement.

(d) Annual Evaluation and Reports. Upon completion of construction, the City of Texas City, individually or in conjunction with other affected jurisdictions, shall annually evaluate each Facility receiving abatement, to ensure compliance with the Agreement and report possible violations of the Agreement. The Applicant shall certify to the City Commission of the City of Texas City on or before April 1 each year that the Applicant is in compliance with each applicable term of the agreement. Additionally, during the first four years of the property tax abatement, Applicant shall provide to the City an annual report covering those items listed on Schedule I of the City's **Tax Abatement Guidelines and Criteria October 6, 2012 through October 5, 2014** in order to document its efforts to acquire goods and services on a local basis. Such annual report shall be prepared on a calendar year basis and shall be submitted to the City no later than ninety (90) days following the end of each calendar year. The annual report shall be accompanied by a review letter prepared by an independent accounting firm that has reviewed the report.

(e) All requirements of the Abatement Agreement shall inure to Applicant's contractors/subcontractors.

(f) A third-party audit of the Applicant's compliance with the Abatement Agreement may be conducted at any time the City deems reasonably necessary at the Applicant's expense.

(g) No extension to the period of tax abatement will be granted.

(h) Applicant shall allow employees and/or representatives of Texas City who have been designated by the Mayor or his designee to have access to this property during the term of this Agreement in order to inspect the facility or records pertaining to the New Eligible Property to

determine compliance with the terms and conditions of this Agreement and ensure that the improvements and/or repairs are made according to the specifications and conditions of this Agreement. Reasonable notice of any inspections and/or audits made with one or more representatives of the Applicant and in accordance with Applicant's safety standards shall be given, but the City reserves the right to conduct inspection and/or audits without notice. Should tax entities deem an audit necessary, such audit shall be at the expense of Applicant.

(i) City agrees that the one-time compliance oversight fee of Five Thousand Dollars (\$5,000.00), was paid at the time of the previous Tax Abatement Agreement, on September 19, 2012, and is payment in full of oversight fees due under any subsequent Tax Abatement Agreements, within three years of September 19, 2012, by Ashland.

SECTION XIII **NOTICE**

Any notice required to be given under the provision of this Agreement shall be in writing and shall be duly served when it shall have been deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to the City or Applicant at the following addresses. If mailed, any notice or communication shall be deemed to be received three days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To the Applicant:

Ashland, Inc.
Attn: Jay Bizarro
4501 Attwater Ave.
Texas City, TX 77590

To Texas City:

Mayor
City of Texas City
P.O. Box 2608
Texas City, TX 77592-2608

Either party may designate a different address by giving the other party ten days' written notice.

SECTION XIV
JURISDICTION

All causes of action and disputes arising in and out of this Agreement or the administration of this Agreement shall have jurisdiction in Galveston County, Texas. This Agreement is deemed to have been executed in Texas City, Galveston County, Texas regardless of where the parties are located at time of signing.

SECTION XV
DATE

Texas City executes this Agreement by and through the Mayor of Texas City acting pursuant to Resolution No.13-063, adopted on the 17th day of July, 2013, so authorizing, and the effective date of this Agreement is the date of the countersignature of the Mayor of Texas City.

This Agreement has been executed by the parties in multiple originals, each having full force and effect.

ASHLAND, INC.

By: _____
Jay Bizarro

Date: _____

CITY OF TEXAS CITY, TEXAS

By: _____
Matthew T. Doyle, Mayor

Date: _____

Resolution 13-063
Adopted the 17th day of July, 2013

ATTEST :

Nicholas J. Finan
City Secretary

APPROVED AS TO FORM:

Ronald F. Plackemeier
City Attorney

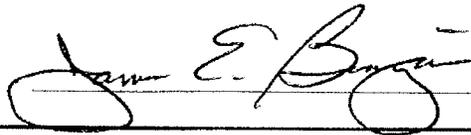
EXHIBIT A

COMPANY REPRESENTATIVE TO BE CONTACTED (Please type or print):

Name: Jay Bizarro Title: Plant Manager Phone: 409-942-1806

Address:

4501 Attwater Ave. Texas City TX 77590
(Street or P. O. Box) (City) (State) (Zip)



Signature of Company Official

INSTRUCTIONS

Applicants and projects must meet the requirements established by the CITY OF TEXAS CITY, TEXAS, TAX ABATEMENT PLAN.

The "Guidelines and Criteria", for example, set out regulations governing eligible facilities, eligible and ineligible improvements, terms and economic qualifications. Conformance with all sections, however, is required for eligibility.

APPLICANT INFORMATION

The taxing unit may consider applicant's financial capacity in determining whether to enter into an Abatement Agreement. Established companies for which public information is available, or the wholly owned businesses of such companies, should include with the application a copy of their latest annual report to stockholders. Other applicants and new companies should attach a statement showing when the company was established, business references (*name, contact, and telephone number of principal bank, accountant, and attorney*) and may be required to submit an audited financial statement and business plan.

PROJECT INFORMATION

Only facilities listed in *Section II* of the "Guidelines and Criteria" may receive abatement. Check the "Guidelines and Criteria" definitions in *Section I* to see if the project qualifies.

ECONOMIC INFORMATION

Permanent Employment Estimates - In estimating the permanent employment, include the total number of jobs retained or created at this site by your firm as well as known permanent jobs of service contractors required for operation.

Estimated Appraised Value on Site - The value January 1, preceding abatement, should be the value established by the Galveston Central Appraisal District. If the applicant must estimate value because the taxable value is not known or is combined with other properties under a single tax account, please so state. To qualify, the abated properties must be expected to result in an addition to the tax base after the period of abatement expires.

Projections of value should be a "best estimate" based on taxability in Texas. The projection of project values not abated should include personal property and ineligible project-related improvements, such as office space in excess of that used for plant administration, housing, etc. Current and anticipated exemptions (e.g. pollution reducing) should be clearly identified.

**APPLICATION FOR TAX ABATEMENT
OF PROPERTY LOCATED IN THE CITY OF TEXAS CITY**

The filing of this document acknowledges familiarity and conformance with "Guidelines and Criteria for Granting Tax Abatement in a Reinvestment Zone Created in the City Limits of Texas City, Texas" (*attached*). This application will become part of the Agreement, and any knowingly false representations will be grounds for the City of Texas City to void this Agreement. An original copy of this request should be submitted to City Secretary, City of Texas City, 1801 Ninth Avenue North, Texas City, TX 77590.

APPLICANT INFORMATION

(Please type or print)

Company Name: Ashland, Inc.

Address: 50 E. RiverCenter Blvd. P.O. Box 391, Phone:
Covington, KY 41011

Number of Employees: 14,000 Annual Sales (*period*): 6.5B (FYE 9/30/11)

Corporation Partnership Proprietorship

MUST SUBMIT ANNUAL REPORT. (*See instructions.*)

PROJECT INFORMATION

Type of Facility (*see instructions*): Manufacturing Distribution Center
 Research Facility Regional Services Facility
 Other:

Location Address and Legal Description: 326 acre facility located at
4501 Attwater Ave., Texas City, TX

School District: Dickinson College District: College of City or Town: Texas City
the Mainland Community

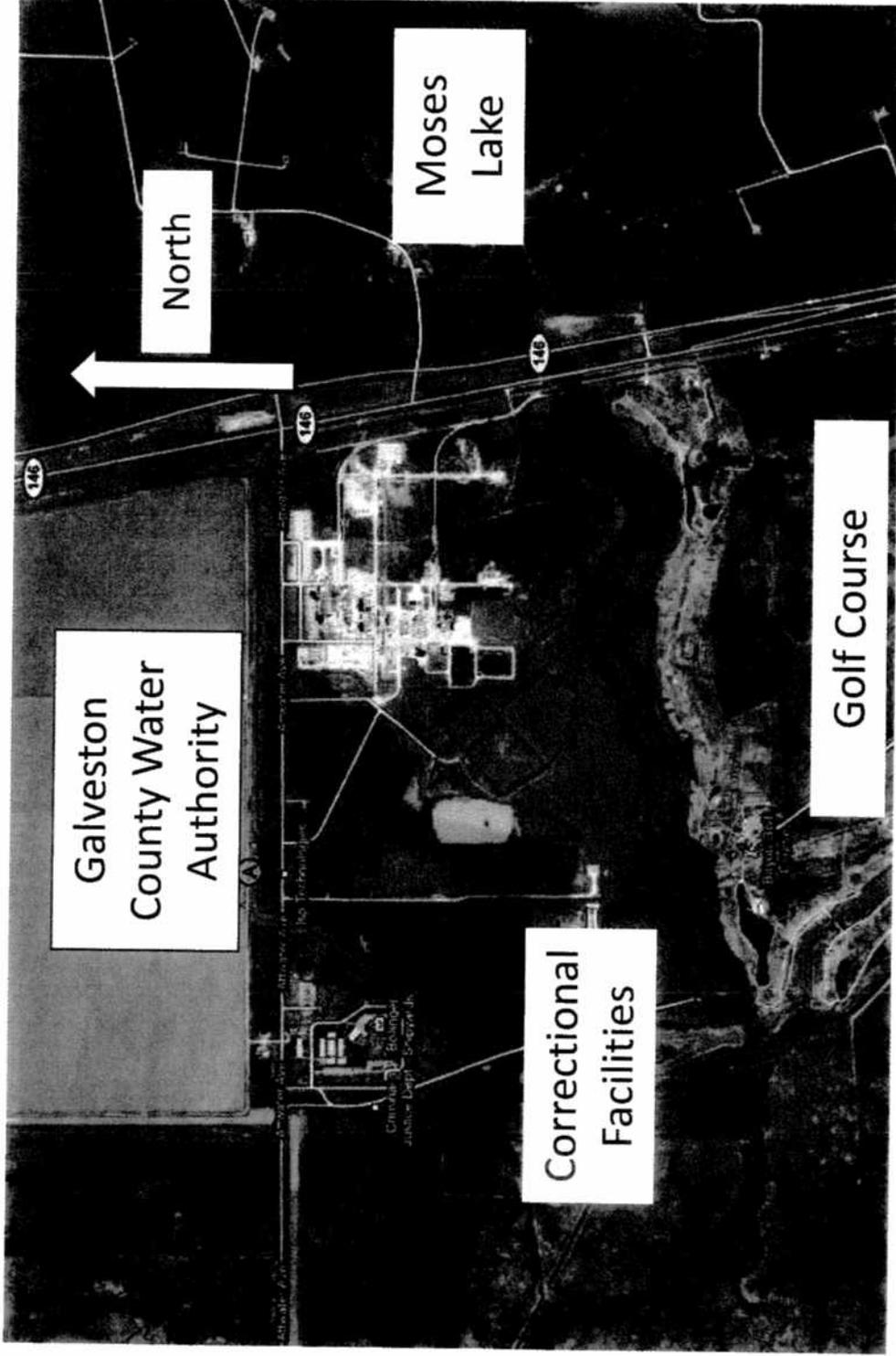
Ashland Texas City 2-Py Project



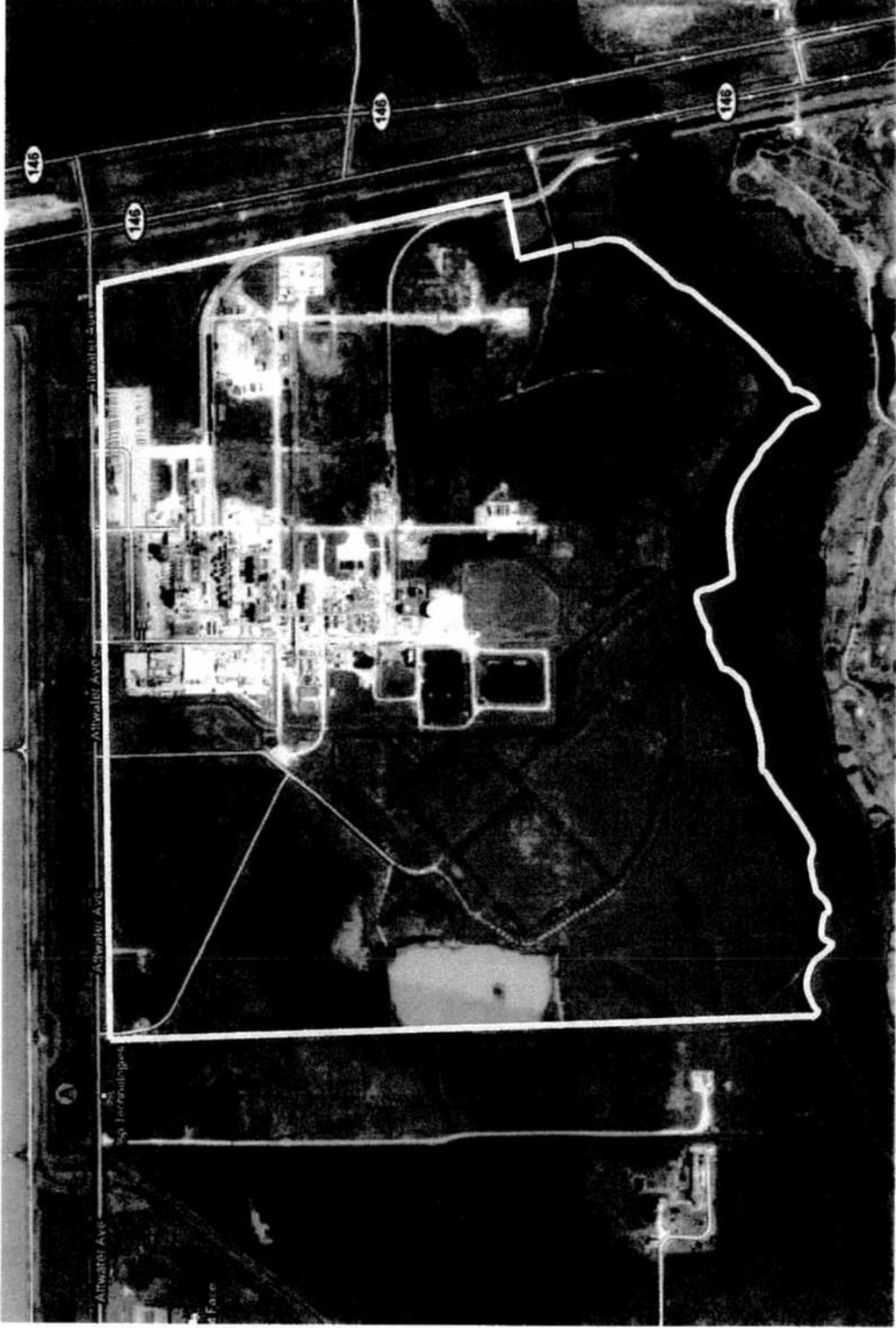
Ashland Specialty Ingredients

ASHLAND

Ashland Texas City Near Neighbors



Ashland Texas City Plant Boundary



PROJECT:	Texas City 2PY Project	PROJECT MANAGER			
		M. Karrs			
CODE OF					
ACCOUNT	DESCRIPTION OF ITEM	MATERIAL			
	EQUIPMENT				
	PRESSURE VESSELS & TANKS	\$900,500			
	HEAT EXCHANGERS	\$330,000			
	PUMPS	\$834,000			
	MISC. EQUIPMENT & TOWER PACKING	\$621,400			
	DCS CONTROL SYSTEMS	\$250,000			
	TOTAL EQUIPMENT	\$2,935,900		Labor	
	CIVIL WORK	\$12,200		\$34,200	
	BUILDING & STRUCTURAL	\$88,000		\$48,500	
	PIPING	\$249,500		\$375,800	
	INSTRUMENTATION	\$898,600		\$718,700	
	ELECTRICAL	\$721,000		\$283,600	
	INSULATION	\$85,500		\$367,600	
	COATINGS	\$7,600		\$30,400	
	TOTAL COMMODITIES	\$2,062,400		\$1,858,800	
	INDIRECT COST				
	ISP ENGINEERING				\$436,400
	FREIGHT				\$179,100
	TAXES				\$320,000
	Total Indirect Costs				\$935,500

Total

\$7,792,600

EXHIBIT B

ORDINANCE NO. 12-37

AN ORDINANCE DESIGNATING A GEOGRAPHIC AREA OF APPROXIMATELY 326 ACRES AT 4501 ATTWATER AVENUE, TEXAS CITY, TO BE EXPANDED BY ASHLAND, INC. AS A REINVESTMENT ZONE IN THE CITY OF TEXAS CITY, TEXAS; DISPENSING WITH THE REQUIREMENT FOR READING THIS ORDINANCE ON THREE (3) SEPARATE DAYS; AND PROVIDING THAT THIS ORDINANCE SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, Ashland, Inc. is requesting that the City enter into a Tax Abatement Agreement for the tax abatement of property located in a Reinvestment Zone of the City for the proposed expansion of Ashland, Inc.'s Texas City facility;

WHEREAS, Section 312.204 of the Texas Tax Code, provides that a municipality may only enter into a Tax Abatement Agreement with an owner of real property located in a Reinvestment Zone;

WHEREAS, the City Commission of the City of Texas City, Texas, desires to designate a geographic area in the City of Texas City, Texas (the "City"), as a Reinvestment Zone, under the provisions of Chapter 312 of the Texas Tax Code; and

WHEREAS, the City Commission of the City of Texas City finds it in the best interest of the City to designate a geographic area as a Reinvestment Zone to enable the tax abatement to Ashland, Inc.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City deems it is in the best interest of the City to designate a geographic area in the City of Texas City, Texas (the "City"), as a Reinvestment Zone under the provisions of Chapter 312 of the Texas Tax Code, to enable the City to offer tax abatement to Ashland, Inc. The area to be designated as the Reinvestment Zone is the approximately 326 acres located at 4501 Attwater Avenue, Texas City, Texas, and described by metes and bounds in Exhibit "A," attached hereto and made a part hereof for all intents and purposes.

SECTION 2: That the City Commission of the City of Texas City finds and declares that the proposed improvements in the Reinvestment Zone are feasible and practical and would be a benefit to the land to be included in the zone and to the City after the expiration of an agreement entered into under Section 312.204 of the Texas Tax Code. Additionally, the City Commission finds the improvements will significantly enhance the value of all the taxable real property in the proposed reinvestment zone and will be of general benefit to the City.

SECTION 3: That the City Commission of the City of Texas City, Texas further finds and declares that the proposed reinvestment zone meets the criteria of Section 312 of the Texas Tax Code and is primarily in an area that is undeveloped and underutilized.

SECTION 4: That the City Commission finds that notice of the hearing was published in a newspaper of general circulation in the municipality and was delivered to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the reinvestment zone.

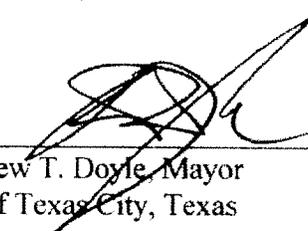
SECTION 5: That a Public Hearing for the designation of this Reinvestment Zone was held on Wednesday, September 19, 2012, at 5:00 p.m., in the Kenneth T. Nunn Council Room located at City Hall.

SECTION 6: That the creation of the Reinvestment Zone shall be conditional upon the execution of a Tax Abatement Agreement by Ashland, Inc., within thirty (30) days of the adoption of this Ordinance. Failure of the parties to execute a Tax Abatement Agreement within this time frame shall render this Ordinance null and void. Upon successful execution of a Tax Abatement Agreement, the Reinvestment Zone shall exist for a period not to exceed five (5) years, as may be renewed by law.

SECTION 7: That the Charter requirement for reading this Ordinance on three (3) separate days has been dispensed by a majority vote of the City Commission.

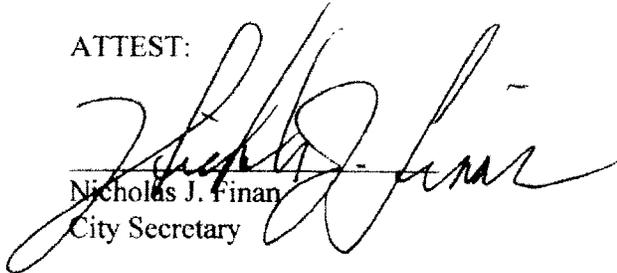
SECTION 8: That this Ordinance shall be passed and adopted on the date of its introduction and shall become effective from and after its passage and adoption.

PASSED AND ADOPTED this 19th day of September, 2012.



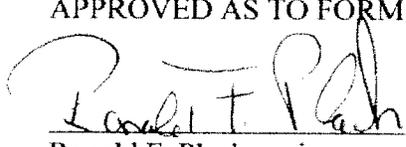
Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:



Nicholas J. Finan
City Secretary

APPROVED AS TO FORM:



Ronald F. Plackemeier
City Attorney

TRACT 1: THIS TRACT LIES PARTIALLY BELOW THE MEAN HIGH TIDE MEANDERS OF MOSES BAYOU

DESCRIPTION OF A 318.5786 ACRE TRACT OF LAND AND BEING THE SAME TRACT AS DESCRIBED IN FILM CODE 010-46-0623/24 IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS AND LYING IN THE JOHN LYTTLE SURVEY, ABSTRACT NO. 17 AND OUT OF LOTS 1 AND 2, IN BLOCK 1, SUBDIVISION "A" AND LOTS 1 AND 2, IN BLOCK 2, IN SUBDIVISION "A", AND LOT 1 IN BLOCK 1, IN SUBDIVISION "B", IN KOHFELDT'S RE-SUBDIVISION OF THE T.W. JOHNSON SURVEY, ABSTRACT NO. 125 IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 245, PAGE 290, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a nail set at the Northeast corner of said tract in Film Code 010-46-0623/24, said point lying at the intersection of the centerline of Attwater Drive, right of way and the Southwesterly right of way line of the S.P.R.R. (100 foot right of way);

THENCE N 89° 50' 47"W, along the North line of said Film Code 010-46-0623/24 and the centerline of Attwater Drive, a distance of 3879.58 feet to a found nail for corner being the Northwest corner of said Film Code 010-46-0623/24 tract;

THENCE S 0°02' 20"E, along the West line of said Film Code 010-46-0623/24, at a distance of 3681.32 to a set 3/8" iron rod, cross the Northerly Mean High Tide Meanders of Moses Bayou, in all, a distance of 3756.80 feet to the Southwest corner of said Film Code 010-46-0623/24 tract;

1-	N80° 58' 37"E,	35.41 feet
	N49° 39' 28"E,	42.90 feet
	N17° 44' 16"W,	43.52 feet
	N18° 11' 21"E,	58.14 feet
	N70° 33' 14"E,	77.69 feet
	N58° 18' 29"E,	80.65 feet
	N80° 04' 13"E,	93.62 feet
	S69° 23' 50"E,	73.15 feet
	S30° 38' 15"E,	64.05 feet
10-	S27° 25' 42"E,	91.74 feet
	N88° 03' 23"E,	78.77 feet
	N69° 40' 35"E,	103.25 feet
	N40° 13' 58"E,	45.37 feet
	N84° 13' 11"E,	56.35 feet
	S77° 03' 36"E,	124.00 feet
	N61° 44' 04"E,	56.80 feet
	N28° 01' 07"E,	44.30 feet
	N00° 22' 06"W,	43.11 feet
	N67° 16' 54"E,	202.41 feet
20-	N52° 43' 07"E,	157.32 feet
	N70° 29' 59"E,	127.93 feet
	N72° 54' 35"E,	143.67 feet
	S76° 17' 45"E,	75.29 feet
	S49° 51' 03"E,	73.02 feet
	S36° 01' 54"E,	72.93 feet
	N36° 37' 29"E,	54.96 feet

EXHIBIT A

N23° 15' 40"E, 55.01 feet
N57° 32' 58"E, 31.13 feet
S20° 29' 17"E, 21.17 feet

30- N67° 38' 35"E, 78.34 feet
N59° 31' 14"E, 72.59 feet
N78° 30' 09"E, 73.43 feet
N78° 39' 16"E, 46.52 feet
N64° 57' 38"W, 34.87 feet
N50° 59' 09"W, 34.13 feet
N04° 44' 32"W, 69.69 feet
N35° 27' 13"E, 64.58 feet
N70° 52' 12"E, 65.49 feet
S74° 35' 03"E, 134.60 feet

40- N74° 16' 53"E, 52.05 feet
S59° 57' 09"E, 91.76 feet
S00° 22' 06"E, 65.35 feet
S46° 34' 00"W, 41.23 feet
S60° 24' 26"W, 64.51 feet
S08° 32' 18"W, 26.70 feet
S55° 06' 43"E, 41.95 feet

S 78° 49' 17"E, a distance of 80.45 feet to the Southeast corner of said Film Code 010-46-0623/24, said point lying in the Southwesterly right of way line of the S.P.R.R., 100 foot right of way;

THENCE N 10° 44' 00"W along the East line of said Film Code 010-46-0623/24 tract and the Southwesterly right of way line of said S.P.R.R., 100 foot right of way, at a distance of 29.45 feet to a set 3/8" iron rod, cross the Southerly meanders of the Mean High Tide of Moses Bayou, in all, a distance of 2752.31 feet containing 318.5786 acres of land, more or less.

TRACT 2: THIS TRACT LIES PARTIALLY BELOW THE MEAN HIGH TIDE MEANDERS OF MOSES BAYOU

DESCRIPTION OF 3.0289 ACRES OF LAND AND BEING OUT OF A (CALLED 12.675 ACRE TRACT) DESCRIBED IN INSTRUMENT RECORDED IN VOLUME 1727, PAGE 303, OF THE GALVESTON COUNTY DEED RECORDS, ALL BEING SITUATED IN THE JOHN LYTTLE SURVEY ABSTRACT NO. 17 AND OUT OF LOT 3, IN BLOCK 1, AND LOT 1, IN BLOCK 2, IN SUBDIVISION "B" OF KOHFELDT'S RE-SUBDIVISION OF THE JAMES SMITH SURVEY, ABSTRACT NO. 176, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 245, PAGE 290, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS SAID 3.0289 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1" iron pipe at the Northwest corner of the 10 acre tract described in instrument recorded in Volume 1939, Page 107 of the Galveston County Deed Records;

THENCE S 00° 00' 25"E, along the West line of said 10 acres, a distance of 979.21 feet to a found 5/8" iron rod at the Place of Beginning of the 3.0289 acre tract herein described;

THENCE S 00° 00' 25"E, continuing with the West line of said 10 acre tract, passing at 227.11 feet a found 5/8" iron rod in the Northerly Meanders of the Mean High Tide of Moses Bayou, and continuing a total distance of 512.11 feet to a point for corner, said point marking the Southeast corner of the 3.0289 acre tract described in Film Code 010-46-0625 in the Office of the County Clerk of Galveston County, Texas;

THENCE S 58° 50' 00"W, 47.0 feet, S36° 37' 00"W, 104.0 feet and S 16° 57' 00"W, 119.87 feet to a point in the Easterly right of way line of State Highway No. 146 said point being the Southwest corner of said 3.0289 acre tract;

THENCE, N 10° 49' 20"W, along the Easterly right of way line of State Highway 146, passing at 450.00 feet, more or less, the Northerly Mean High Tide Meanders of Moses Bayou, passing at 497.21 feet a 5/8" iron rod, in all, a distance of 687.21 feet to a found 5/8" iron rod at an angle point in said right of way line;

THENCE N 06° 11' 43"W, continuing with the Easterly right of way line of State Highway No. 146, a distance of 59.28 feet to a found 5/8" iron rod at the Northwest corner of the 3.0289 acre tract herein described;

THENCE N 89° 51' 51"E, a distance of 272.56 feet to the Place of Beginning and containing 3.0289 acres of land, more or less.

TRACT 3: THIS TRACT LIES ENTIRELY BELOW THE MEAN HIGH TIDE OF MOSES BAYOU

DESCRIPTION OF A 2.8232 ACRES OF LAND OUT OF JAMES SMITH SURVEY ABSTRACT NO. 176 AND OUT OF LOTS 1 AND 2, IN BLOCK 1, IN SUBDIVISION "B" OF KOHFELDT'S RE-SUBDIVISION, OF THE JAMES SMITH SURVEY ABSTRACT NO. 176 ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 245, PAGE 290, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS AND OUT OF THE JOHN LYTTLE LEAGUE, ABSTRACT NO. 17, IN GALVESTON COUNTY, TEXAS SAID 2.8232 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1" iron pipe at the North corner of the 10 acre tract described in instrument recorded in Volume 1939, Page 107 of the Galveston County Deed Records;

THENCE S 00° 00' 25"E, along the West line of said 10 acre tract, at a distance of 1206.32 cross the Northerly Mean High Tide Meanders of Moses Lake, in all, a distance of 1491.32 feet to the Southwest corner of a tract of land recorded in Film Code 010-46-0621 and being the Southeast corner of a tract of land recorded in Film Code 010-46-0625;

THENCE S 56°42' 24"E, continuing across Moses Bayou, a distance of 301.68 feet to the Place of Beginning of the 2.8232 acre tract hereinafter described;

THENCE N 52°16'00"E, 87.87 feet, N 04°24' 00"E, 81.26 feet, N 37° 10'00"W, 80.38 feet, N61° 43' 00"W, 106.35 feet, N17° 13' 00"W, 41.12 feet, N19° 45' 00"E, 50.51 feet, N52° 30' 00"E, 57.58 feet, S48° 45' 00"E, 83.29 feet, S65° 28'00"E, 134.94 feet, N71° 48'00"E, 67.31 feet, N46° 39' 00"E, 61.76 feet, N 02° 28' 00"E 46.04 feet, N 22° 20' 00"W, 72.21 feet, N 54° 41' 00"W, 71.32 feet, N 06° 44' 00"W, 17.40 feet, S 62° 38' 00"E, 89.60 feet, S 44° 49' 00"E, 33.61 feet, S 17° 08' 00"E, 31.16 feet, S 08° 07' 00"W, 113.84 feet, S 33° 35' 00"E, 67.73 feet, S 74° 20' 00" E, 62.19 feet, N 80° 29' 00"E, 64.98 feet, S 60° 00' 00"E, 154.44 feet, and S 74° 17' 00"E,

42.82 feet to a point in the East line of Lot 1 in Block 1, in Subdivision "B"

THENCE S 0°54' 00"W, along the East line of Lot 1, in Block 1, in Subdivision "B", a distance of 31.32 feet to a point;

THENCE S 80° 29' 00"W, across Lots 1 and 2, a distance of 633.63 feet to the Place of beginning and containing 2.8232 acres, more or less.

TRACT 4: THIS TRACT LIES TOTALLY BELOW THE MEAN HIGH TIDE MEANDERS OF MOSES BAYOU

DESCRIPTION OF 0.9029 ACRES OF LAND AND BEING THE SAME TRACT OF LAND (CALLED TRACT IV) DESCRIBED IN INSTRUMENT RECORDED IN VOLUME 1727, PAGE 303 OF THE GALVESTON COUNTY DEED RECORDS, ALL BEING SITUATED IN THE JOHN LYTTLE SURVEY ABSTRACT NO. 17, AND OUT OF LOT 3, IN BLOCK 1, IN SUBDIVISION "B" OF KOHFELDT'S RE-SUBDIVISION OF THE JAMES SMITH SURVEY, ABSTRACT NO. 176, ACCORDING TO THE MAP OR PLAT RECORDED IN VOLUME 245, PAGE 290, IN THE OFFICE OF THE COUNTY CLERK OF GALVESTON COUNTY, TEXAS IN GALVESTON COUNTY, TEXAS, SAID 0.9029 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1" iron pipe at the Northwest corner of a 10 acre tract described in instrument recorded in Volume 1939, Page 107 of the Galveston County Deed Records;

THENCE S 00° 00' 25"E, along the West line of said 10 acre tract, a distance of 1206.32 feet to a found 5/8" iron rod at the Place of Beginning of the 0.9029 acre tract herein described said point lying in the Northerly Mean High Tide Meanders of Moses Bayou;

THENCE from said Beginning Point N 89° 59' 35"E, a distance of 227.29 feet to a point for corner, said point being the Northeast corner of the 0.9029 acre tract herein described

THENCE along the East and South lines of said 0.9029 acre tract described in Film Code 010-46-0627, S 83° 35' 48"W, 32.44 feet to a point, S 55° 55' 30"W 76.02 feet to a point, S 23°55'45"W 112.20 feet to a point, S 19°38'55"E 98.51 feet to a point, S 54°10'34"E 165.31 feet to a point,

S 39° 23' 16"W 40.75 feet to a point, N 77° 38' 56"W 29.81 feet to a point, N 48° 46' 18"W 32.79 feet to a point, N 42° 22' 57"W 68.23 feet to a point, N 72° 27' 44"W 86.74 feet to a point and S 66° 27' 37"W 49.48 feet to the Southwest corner of the 0.9029 acre tract herein described and being the Southeast corner of a tract of land recorded in Film Code 010-16-0625;

THENCE N 00° 00' 25"W, along the East line of a tract of land recorded in Film Code 010-46-0625 in the Office of the County Clerk of Galveston County, Texas, a distance of 285.00 feet to the Place of Beginning and continuing 0.9029 acres of land, more or less.

TRACT 5: Easement appurtenant to Tract III, for ingress and egress from Moses Lake created in instruments recorded in Volume 1793, Pages 256, 261, and 266 of the Deed Records of Galveston County, Texas.

And being the same property as described in Deed Without Warranty executed by ISP Technologies LLC, a Delaware limited liability company to ISP Technologies Inc., a Delaware corporation and recorded under Galveston County Clerk's File No. 2001033771.

EXHIBIT C

EXHIBIT D

RESOLUTION NO. 13-059

A RESOLUTION ACCEPTING AN APPLICATION FROM ASHLAND, INC., REQUESTING A TAX ABATEMENT IN A REINVESTMENT ZONE TO BE DESIGNATED WITHIN THE CITY LIMITS OF TEXAS CITY, TEXAS; SETTING A DATE FOR A PUBLIC HEARING ON SAID ABATEMENT REQUEST; AND PROVIDING THAT THIS RESOLUTION SHALL BECOME EFFECTIVE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the abatement of property taxes, has been shown to be an effective method of enhancing and diversifying the area's economy;

WHEREAS, the City of Texas City must compete with other localities currently offering tax inducements to attract new plants, businesses and industries to assure the retention of existing businesses and industries and new facilities;

WHEREAS, pursuant to **Texas Tax Code** Chapter 312, the City of Texas City has adopted guidelines and criteria governing tax abatements;

WHEREAS, the City's "Guidelines and Criteria Governing Tax Abatements, October 6, 2012 through October 5, 2014" require the City of Texas to formally accept an application for tax abatement and to schedule said abatement request for a public hearing;

WHEREAS, Ashland, Inc. has submitted an application for a Tax Abatement to the City of Texas City, Texas, for the proposed Ashland, Inc., to construct 2-Pyrrolidone units with required expansion at their facility located in Texas City;

WHEREAS, the City of Texas City deems it in the best public interest to accept the request for tax abatement of Ashland, Inc. and to set a public hearing to determine the merits of the request, and whether the applicant meets the requirements of the City's "Guidelines and Criteria for Tax Abatements, October 6, 2012 – October 5, 2014;" and

WHEREAS, the City Commission of the City of Texas City designated this geographic area as a Reinvestment Zone to enable the tax abatement to Ashland, Inc., on September 19, 2012, by Ordinance No. 12-37.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF TEXAS CITY, TEXAS:

SECTION 1: That the City Commission of the City of Texas City, Texas, hereby formally accepts the Tax Abatement Application submitted by Ashland, Inc., to construct 2-

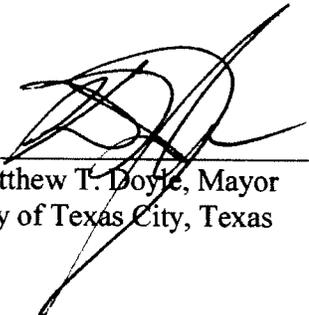
Pyrrolidone units with required expansion at their facility located in Texas City. A copy of said application is attached as Exhibit "A" hereto and incorporated herein.

SECTION 2: That the City Secretary be directed to coordinate and schedule a public hearing to consider the merits of said abatement request, within seven (7) days of this Resolution. Notice of hearing to be published a minimum of seven (7) days prior to the hearing date. The City Secretary is also hereby directed to publish notice of the hearing in the manner provided for by State law and the ordinances of the City of Texas City.

SECTION 3: That it is expressly provided that the applicant's abatement application shall be considered pursuant to the City's "Guidelines and Criteria for Tax Abatements, October 6, 2012 – October 5, 2014."

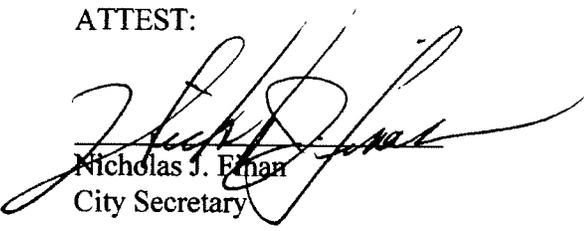
SECTION 4: That this Resolution shall be in full force and effect from and after its passage and adoption.

PASSED AND ADOPTED this 3rd day of July, 2013.



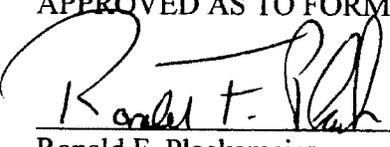
Matthew T. Doyle, Mayor
City of Texas City, Texas

ATTEST:



Nicholas J. Eman
City Secretary

APPROVED AS TO FORM:

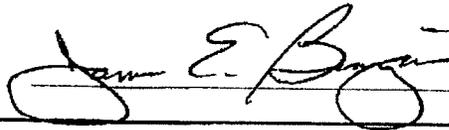


Ronald F. Plackemeier
City Attorney

COMPANY REPRESENTATIVE TO BE CONTACTED (Please type or print):

Name: Jay Bizarro Title: Plant Manager Phone: 409-942-1806

Address:
4501 Altwater Ave. Texas City TX 77590
(Street or P. O. Box) (City) (State) (Zip)



Signature of Company Official

INSTRUCTIONS

Applicants and projects must meet the requirements established by the CITY OF TEXAS CITY, TEXAS, TAX ABATEMENT PLAN.

The "Guidelines and Criteria", for example, set out regulations governing eligible facilities, eligible and ineligible improvements, terms and economic qualifications. Conformance with all sections, however, is required for eligibility.

APPLICANT INFORMATION

The taxing unit may consider applicant's financial capacity in determining whether to enter into an Abatement Agreement. Established companies for which public information is available, or the wholly owned businesses of such companies, should include with the application a copy of their latest annual report to stockholders. Other applicants and new companies should attach a statement showing when the company was established, business references (*name, contact, and telephone number of principal bank, accountant, and attorney*) and may be required to submit an audited financial statement and business plan.

PROJECT INFORMATION

Only facilities listed in *Section II* of the "Guidelines and Criteria" may receive abatement. Check the "Guidelines and Criteria" definitions in *Section I* to see if the project qualifies.

ECONOMIC INFORMATION

Permanent Employment Estimates - In estimating the permanent employment, include the total number of jobs retained or created at this site by your firm as well as known permanent jobs of service contractors required for operation.

Estimated Appraised Value on Site - The value January 1, preceding abatement, should be the value established by the Galveston Central Appraisal District. If the applicant must estimate value because the taxable value is not known or is combined with other properties under a single tax account, please so state. To qualify, the abated properties must be expected to result in an addition to the tax base after the period of abatement expires.

Projections of value should be a "best estimate" based on taxability in Texas. The projection of project values not abated should include personal property and ineligible project-related improvements, such as office space in excess of that used for plant administration, housing, etc. Current and anticipated exemptions (e.g. pollution reducing) should be clearly identified.

**APPLICATION FOR TAX ABATEMENT
OF PROPERTY LOCATED IN THE CITY OF TEXAS CITY**

The filing of this document acknowledges familiarity and conformance with "Guidelines and Criteria for Granting Tax Abatement in a Reinvestment Zone Created in the City Limits of Texas City, Texas" (*attached*). This application will become part of the Agreement, and any knowingly false representations will be grounds for the City of Texas City to void this Agreement. An original copy of this request should be submitted to City Secretary, City of Texas City, 1801 Ninth Avenue North, Texas City, TX 77590.

APPLICANT INFORMATION

(Please type or print.)

Company Name: Ashland, Inc.

Address: 50 E. RiverCenter Blvd. P.O. Box 391, Phone:
Covington, KY 41011

Number of Employees: 14,000 Annual Sales (*period*): 6.5B (FYE 9/30/11)

Corporation Partnership Proprietorship

MUST SUBMIT ANNUAL REPORT. (*See instructions.*)

PROJECT INFORMATION

Type of Facility (*see instructions*): Manufacturing Distribution Center
 Research Facility Regional Services Facility
 Other:

Location Address and Legal Description: 326 acre facility located at
4501 Attwater Ave., Texas City, TX

School District: Dickinson College District: College of City or Town: Texas City
the Mainland Community

ATTACH MAP SHOWING PROPOSED SITE.

Describe Product or Service to be Provided:

See attached

Project Description: Attach statement fully explaining project. Describe existing site and improvements. Describe all proposed improvements, and provide a list of improvements and equipment for which abatement is requested. See attached

New Plant (Facility) Expansion Modernization

ECONOMIC INFORMATION

Construction Estimates:

Start Date (Month/Year): <u>Aug / 2013</u>	Construction	Man	Hours: 55,000
Completion Date (Month/Year): <u>June / 2014</u> (Number):	Peak	Construction	Jobs 40

IF MODERNIZATION: N/A

Estimated Economic Life of Existing Plant is _____ years.
Added Economic Life From Modernization is _____ years.

Permanent Employment Estimates (FTE's):

Current Plant Employment: 175

Number of Plant Jobs: Retained Created

At Start/Opening: 175 in Year: 2013

5 Years Into Operation: 182 in Year: 2018

<u>Estimated Appraised Value on Site</u>	<u>Personal Property</u>	<u>Improvements</u>	<u>Land</u>
Value January 1 Preceding Abatement Agreement	<u>0</u>	<u>0</u>	
Estimated Value of Abated Properties After Abatement Expires	<u>TBD</u>	<u>TBD</u>	
Value Upon Completion of Project (Include Personal Property and Project Improvements not Subject to Abatement)	2,935,900	4,856,700	

EXHIBIT E

Project Description

2-Pyrrolidone is an intermediate that goes downstream to Ashland's end use polymers known as PVP, PVP/VA and PVPP. It is currently manufactured in Ashland's Calvert City, KY facility, and material is shipped to Texas City for conversion to vinyl pyrrolidone, which ultimately gets polymerized to downstream products, as listed above. Due to business growth, the existing 2-pyrrolidone unit in Calvert City is forecasted to be out of capacity in the planning horizon, therefore requiring Ashland to construct additional capacity. This capacity expansion is planned for Texas City, and in broad terms requires the installation of a new reactor, storage facilities for raw materials, and all of the associated equipment for feeding the reactor. Additionally, the project will refurbish and upgrade existing distillation towers that were shut down over 10 years ago.

CITY OF TEXAS CITY

TAX ABATEMENT GUIDELINES AND CRITERIA

**October 6, 2012
through
October 5, 2014**

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**GUIDELINES AND CRITERIA
FOR GRANTING TAX ABATEMENT IN A REINVESTMENT ZONE
DESIGNATED WITHIN THE CITY LIMITS OF TEXAS CITY, TEXAS**

WHEREAS, the creation and retention of job opportunities that bring new wealth is of the highest civic priority; and

WHEREAS, new jobs and investment will benefit the area economy, provide needed opportunities, strengthen the real estate market and generate tax revenue to support local services; and

WHEREAS, the City of Texas City must compete with other localities across the nation currently offering tax inducements to attract manufacturing facilities and industrial modernization projects; and

WHEREAS, any tax incentives offered in Texas City would reduce needed tax revenue unless strictly limited in application to those new and existing manufacturing facilities that bring new wealth to the community; and

WHEREAS, the abatement of property taxes, when offered to attract new jobs created by additional manufacturing facilities will enhance the local economy and provide a base to encourage improved diversification in the Texas City community; and

WHEREAS, State law, Texas Tax Code §312.002, requires the establishment of **Guidelines and Criteria** governing Tax Abatement Agreements by the City before entering into a tax abatement or designation of an area as a Reinvestment Zone and adoption of a Resolution stating that the City elects to become eligible to participate in tax abatement; and

WHEREAS, to assure a common, coordinated effort to promote the economic development of the City of Texas City, **Guidelines and Criteria** should be in form and content acceptable to the governing bodies of every other taxing unit exercising ad valorem taxing authority within Texas City:

NOW, THEREFORE, the following **Guidelines and Criteria** for granting tax abatement in Reinvestment Zones designated within the City are hereby promulgated.

SECTION I DEFINITIONS

(a) **Abatement**: The full or partial exemption from ad valorem taxes of, both, new facilities and structures and for the expansion or modernization of existing facilities and structures in a Reinvestment Zone designated by the City of Texas City.

(b) **Affected Jurisdiction**: The City of Texas City and every eligible taxing unit that it includes within its boundaries; real property that is to be included in a proposed reinvestment zone.

(c) **Agreement**: A contractual Agreement between a property owner and the City of Texas City for the purposes of tax abatement.

(d) **Base Year Value**: The assessed value of eligible property January 1, preceding the execution of the Agreement, plus the agreed upon value of eligible property improvements made after January 1 but before the execution of the Agreement.

(e) **Deferred Maintenance**: Improvements necessary for continued operations which do not improve productivity or alter the process technology.

(f) **Distribution Center**: Buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service or distribute goods or materials owned by the Facility operator where a majority of the goods or services are distributed to points beyond Galveston County.

(g) **Expansion**: The addition of buildings, structures, machinery or equipment for purposes of increasing production capacity.

(h) **Facility**: Property improvements completed or in the process of construction which together comprise an integral whole.

(i) **Manufacturing Facility**: Buildings and structures, including machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.

(j) **Modernization**: A complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery or equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both.

(k) **New Facility or Structure**: A property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.

(l) **Other Basic Industry**: Buildings and structures, including fixed machinery and equipment, not elsewhere described, used or to be used for the production of products which primarily serve a market outside Galveston County.

(m) **Productive Life**: The number of years a property improvement is expected to be in service in a facility.

(n) **Research Facility**: Buildings and structures, including machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.

(o) **Regional Service Facility**: Buildings and structures, including machinery and equipment, used or to be used to service goods where a majority of the goods being serviced originate outside of Galveston County.

(p) **Permanent Job**: Full time (2080 annual man hours) jobs after construction and during the abatement period.

SECTION II

ABATEMENT AUTHORIZED

(a) **Reinvestment Zone**: To be eligible for tax abatement the owner must own taxable real property which is the subject of the tax abatement within a Reinvestment Zone designated by City Ordinance and must enter into a written Agreement with the City, wherein the owner agrees to make specified improvements or repairs to the property in conformity with the City's comprehensive plan.

(b) **Authorized Facility**: A facility may be eligible for tax abatement if it is a Manufacturing Facility, Research Facility, Distribution Center or Regional Service Facility.

(c) **Creation of New Value**: Tax abatement may only be granted for the additional value of eligible property improvements made subsequent to and specified in a Tax Abatement Agreement between the City of Texas City and the property owner, subject to such limitations as Texas City may require. The productive life of the improvements must exceed 15 years.

(d) **New and Existing Facilities**: Tax abatement may be granted for new facility and improvements to existing facility for purposes of modernization or expansion.

(e) **Eligible Property**: Tax abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements plus the office space and related fixed improvements necessary to the operation and administration of the facility. The value of all property shall be the appraised value of each year as determined by the Central Appraisal District.

(f) **Ineligible Property**: The following types of property shall be fully taxable and ineligible for tax abatement: land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; furniture; deferred maintenance investments; property to be rented or leased except as provided in *Section II(g)*; improvements for the transmission of electrical energy not wholly consumed by a new facility or expansion; any improvements, including those to produce, store or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; improvements to real property that have a productive life of less than 15 years; and property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated or directed by a political subdivision of the State of Texas.

(g) **Owned/Leased Facilities**: If a leased facility is granted tax abatement, the Agreement shall be executed by both the lessor and the lessee.

(h) **Value and Term of Tax Abatement**:

- (1) Tax abatement shall be granted effective with the January 1 valuation date immediately following the date of execution of the Agreement. The abatement may be extended through an initial Agreement and a subsequent Agreement. If the period of construction exceeds one year, the facility shall be considered completed for purposes of abatement, and in no case shall the period of abatement, inclusive of construction and completion, exceed seven years.
- (2) In the event the Applicant plans the removal in whole or in part of existing improvements in connection with the construction of new eligible properties, tax abatement shall be reduced from the level provided for herein. The percentage to be abated shall be found as follows: ascertain the appraised value of the improvements to be removed as of January 1, immediately preceding the date of the application; subtract said appraised value from the amount of the eligible properties to be constructed; then divide the remainder by the said amount of eligible properties to be

constructed to find the percentage of abatement of the value of such eligible properties.

(i) **Minimum Employment Qualifications:** In order to be eligible for designation as a reinvestment zone and receive tax abatement of the planned improvement, for up to seven years, it must create full-time employment for at least ten (10) new people on a permanent basis, or, it must retain full-time employment for at least thirty (30) people on a permanent basis. Applicant must provide documentation evidencing that at least thirty (30) permanent positions would be eliminated, if the improvements are not installed at the site if the ten (10) new full-time employment element is not met. “Full-time” employment shall mean forty (40) hours per week or equivalent. In addition, the owner/applicant must document and satisfactorily evidence that tax abatement is necessary to maintain its competitiveness on the local, state, national or world markets.

(j) **Economic Qualifications:** The total expenditure for the construction of eligible property must exceed \$5,000,000.00 and abatement shall occur as follows:

- (1) In the event of a total expenditure for construction of eligible property exceeding \$25,000,000.00, the percentage of tax abated thereof shall be abated for a period of seven (7) years as follows:

Year 1-	0%
Year 2-	20%
Year 3-7	20%

- (2) In the event of a total expenditure for construction of eligible property in a sum between \$20,000,000.00 and \$25,000,000.00, the percentage of tax abated thereof shall be abated for a period of six (6) years as follow:

Year 1-	0%
Year 2-	20%
Year 3-6	20%

- (3) In the event of a total expenditure for construction of eligible property in a sum between \$15,000,000.00 and \$20,000,000.00, the percentage of tax abated thereof shall be abated for a period of five (5) years as follows:

Year 1-	0%
Year 2-	20%

Year 3-5 20%

- (4) In the event of a total expenditure for construction of eligible property in a sum between \$10,000,000.00 and \$15,000,000.00, the percentage of tax abated thereof shall be abated for a period of four (4) years as follows:

Year 1- 0%

Year 2- 20%

Year 3-4 20%

- (5) In the event of a total expenditure for construction of eligible property in a sum between \$5,000,000.00 and \$10,000,000.00, the percentage of tax abated thereof shall be abated for a period of three (3) years or less as follows:

Year 1- 0%

Year 2- 3 20%

- (6) In the event expenditures are used to rehabilitate existing facilities in the 6th Street and Texas Avenue areas in the City of Texas City, or to build on property in these areas where unusable buildings were demolished, the value of the project shall be abated for a period not to exceed two (2) years, depending upon the size of the project and number of permanent jobs created. The tax abatement shall be for 50% for all qualifying years. The minimum required project value shall be \$250,000 in new value. None of the employment or investment requirements in this section will apply to rehabilitation economic development. The geographic areas shall be: Texas Avenue, from Bay Street to 14th Street and one block on either side; 6th Street North, from Texas Avenue to Nineteenth Avenue North and one block on either side; and the portion within the city limits of Texas City on FM 1765, from SH 146 to IH 45.

(k) **Taxability**: From the execution of the abatement to the end of the Agreement period, taxes shall be payable as follows:

- (1) The value of ineligible property as provided in *Section II(f)* shall be fully taxable;
- (2) The base year value of existing eligible property as determined each year shall be fully taxable; and,
- (3) The additional value of the new eligible property shall be taxable in the manner described in *Section II(h)*.

(1) **Local Employment, Purchase, Wage and Residence Requirements:**

Hiring practices shall be as follows:

- (1) Exempt employees, as defined by Federal wage and hour laws, may be excluded from the employment wage requirements herein below.
- (2) Employment and wage rates, including benefits, shall be in accordance with those established in the Davis-Bacon Act. Apprentices registered with the U.S. Department of Labor, Bureau of Apprenticeship Training, shall receive wages for the particular craft as established by the Bureau of Apprenticeship Training.
- (3) “Buy Local” Provision. Each recipient of property tax abatement shall additionally agree to give preference and priority to local manufacturers, suppliers, contractors and labor, except where not reasonably possible to do so without added expense, substantial inconvenience, or sacrifice in operating efficiency. In any such exception cases involving purchases over \$10,000.00, a justification for such purchase shall be included in the annual report. Each recipient shall further acknowledge that it is a legal and moral obligation of persons receiving property tax abatements to favor local manufacturers, suppliers, contractors and labor, all other factors being equal. For the purposes of this provision, the term “local” as used to describe manufacturers, suppliers, contractors and labor shall include firms, businesses, and persons who reside in or maintain an office in Texas City or Galveston County, Texas. In the event of a breach of the buy-local provision, the percentage of abatement shall be proportionately reduced equal to the amount the disqualified contract bears to the total construction cost for the project.
- (4) Local purchases/contracts shall also include office space, medical, dental, realtor, and other professional services, including, but not limited to, use of local financial institutions, accountants, attorneys, employment agencies, etc.
- (5) Prebid meetings must be held between owner and potential local bidders and suppliers of services and materials.

(m) **Incentive Abatements:** In addition to the possible 20% abatement offered as a result of “Economic Qualifications” provided for in subsection (j), the City may offer the following additional abatements:

(1) **New Facility/Structure**: If the facility is a “New Facility or Structure” (a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization), the City may award a further abatement, up to an additional 70%, as may be negotiated by the City and Owner.

(2) **Safety Incentive**: If the Owner is an industrial entity that has achieved the Voluntary Protection Program safety certification issued by OSHA (commonly referred to as “VPP”), the Owner shall be entitled to an additional 20% abatement for years 2 through 7, provided the Owner maintains said VPP designation. Loss of the VPP designation for any part of a calendar year covered by the tax abatement shall cause loss (or resulting recapture) of this 20% abatement for that year.

(3) **Local Residency Incentive**: The Owner shall compile a list annually of the top 25 salaried employees (or top 25% of employees, whichever is less) who spend at least 50% of their time at the facility, including the Owner/Applicant's local chief executive officer/general manager. The Owner/Applicant shall be entitled to a further tax abatement of up to 20% depending on the percentage of these top 25 salaried employees who reside within the City limits of the City of Texas City. For example, if 15 of these employees live in the City limits, the amount of further tax abatement percentage shall be 12% (15 out of 25 employees is 60%, 60% of the available 20% abatement= 12%).

(4) **Maximum Abatement**: In no instance shall the Owner/Applicant receive more than 100% abatement. In the event of a default, any percentage of recapture shall be deducted from the 100%, regardless if the Owner/Applicant qualified initially for more than 100% abatement.

For example, if the Owner/Applicant qualifies initially for 120% abatement, it shall only receive 100% abatement. If, during the term of the Agreement, the Owner/Applicant defaults and loses a portion of the abatement (e.g. loses 20% VPP certification abatement), the Owner/Applicant shall only be entitled to 80% abatement, even though initially the Owner/Applicant was eligible for “120%” abatement.

(5) **Multi-Projects Over Multi-Years**: The City may consider combining or entering into separate agreements for multiple projects and improvements at one site for a company

over a five (5) year period. When spread over multiple years, if one combined agreement, the entire agreement cannot exceed ten (10) years. If separate agreements, the maximum of each will not exceed seven (7) years, but for purposes of eligibility, the City may take into account the total value of all or several improvements and all or a portion of the number of total jobs created in each or subsequent agreements.

SECTION III

APPLICATION AND PUBLIC HEARING

(a) Any owner of taxable property located in Texas City may request the designation of a reinvestment zone and a tax abatement agreement by filing a written application with the Mayor of the City of Texas City through the City Secretary's office prior to initiating any work on the project. A non-refundable cashier's check in the sum of One thousand dollars (\$1,000.00) (application fee) must be submitted with the application, said sum to be used to offset administrative expenses of the City. If the application does not meet the provisions of the "**Guidelines and Criteria**", the City must, within seven (7) days of receipt, inform the Owner/Applicant of such denial. However, if within twelve (12) months of the denial of said application the Owner/Applicant's project complies with the provisions of "**Guidelines and Criteria**", the Owner/Applicant may request the City to reconsider its application pursuant to Section III. If an application is approved, at the time an agreement is executed, Owner/Applicant shall agree to pay City a one-time compliance oversight fee of five thousand dollars (\$5,000.00).

- (b) The application shall be signed by the owner accompanied by:
- (1) A general description of the proposed use and the general nature and extent of the modernization, expansion or new improvements to be undertaken;
 - (2) A descriptive list of the improvements which will be a part of the facility;
 - (3) An estimate of the cost of the improvements;
 - (4) An estimate of the number of employees during construction and thereafter to operate the facility;
 - (5) A map and metes and bounds or other valid legal property description of the property proposed as a Reinvestment Zone;
 - (6) A time schedule for undertaking and completing the planned improvements;
 - (7) A list of tax exemptions currently in effect for the property that is already the subject

of this agreement, as well as anticipated future exemptions;

- (8) Such financial and other information as required by the City to enable it to evaluate the financial capacity of the applicant; and

In the case of modernization, a statement of the assessed value of the facility, separately stated for real and personal property, shall be given for the tax year immediately preceding the application.

(c) Upon receipt of the application by the Mayor's Office, said application shall be forwarded to the City Commission for consideration. If the City decides to formally accept the application and consider entering into an Agreement with the applicant, the Commission shall schedule a date for a Public Hearing, allowing a minimum of seven (7) days notice. The purpose of this Public Hearing shall be to consider a Resolution to approve the City entering into a Tax Abatement Agreement with the applicant. The owner of the taxable property located in the area designated as a reinvestment zone shall exempt from taxation all of the increase in the value of the property over its value in the year in which the Agreement is executed, subject to the provisions of *Section II, Subsections (h) and (k)*. The City may not enter into a Tax Abatement Agreement unless it finds that the terms of the Agreement and the property subject to the Agreement meet the applicable provisions of these "**Guidelines and Criteria**".

Not later than the seventh (7th) day before the date on which the City enters into such an Agreement, the Mayor or his designee shall have delivered to the presiding officer of the governing body of each other taxing unit, in which the property to be subject to the agreement is located, a written notice that the City intends to enter into a Tax Abatement Agreement. This notice shall be accompanied by a copy of the proposed Agreement. Delivery of such notice may be by mail, postage paid and properly addressed, and sent by certified mail with return receipt requested.

(d) An Ordinance designating an area as a Reinvestment Zone may not be adopted by the City until the City Commission has held a Public Hearing on the designation and has found:

- (1) That the improvements sought are feasible and practical;
- (2) That the improvements sought would be a benefit to the land to be included in the zone and to the City after the Agreement entered into with the Owner has expired;
- (3) That the area of the proposed Reinvestment Zone is reasonably likely, as a result of the designation, to contribute to the retention or expansion of primary employment or to attract major investment in the zone that would be a benefit to the property;

- (4) That the improvements sought would contribute to the economic development of the City; and
- (5) That the improvements sought would rehabilitate existing property.

At the hearing, interested persons shall be entitled to speak and present evidence for or against the designation.

Not later than the seventh (7th) day before the date of such hearing, notice of the hearing must be published in a newspaper having general circulation in Texas City; and, notice of said hearing shall be made by delivering in writing to the presiding officer of the governing body of each taxing unit, which includes in its boundaries real property that is to be included in the proposed Reinvestment Zone, a copy of the Notice of Public Hearing; the Notice of Public Hearing shall be placed in the mail, postage-paid, properly addressed, and sent by certified mail with return receipt requested.

(e) Designation of an area as an Enterprise Zone under the Texas Enterprise Zone Act, Chapter 2303, Texas Government Code, constitutes designation of the area as a Reinvestment Zone (§311.0031, Tax Code, V.T.C.A.) without further hearing or other procedural requirements other than those provided by the Texas Enterprise Zone Act.

(f) Feasibility. After receipt of an application for abatement, the City shall consider the feasibility and the impact of the proposed tax abatement. The study of feasibility shall include, but not be limited to, an estimate of the economic effect of the abatement of taxes and the benefit to the City of Texas City and the property to be covered by such abatement.

(g) The total duration of an abatement shall in no instance exceed the term of seven (7) years.

(h) Requests for variances from the provisions of *Subsections (i) and (k) of Section II* and from the ineligibility of *improvements for the transmission of electrical energy not wholly consumed by a new facility or expansion (found within Subsection (f) of Section II)*, may be made in written form to the Mayor provided, however, such requests shall include a complete explanation as to why the applicant should be granted a variance. A majority vote of the City Commission is required to approve a variance.

SECTION IV

OBJECTIONS TO THE ABATEMENT

Neither a Reinvestment Zone nor a Tax Abatement Agreement shall be authorized if it is determined that:

- (1) There would be a substantial adverse effect on the provision of government service or tax base;
- (2) The applicant has insufficient financial capacity;
- (3) Planned or potential use of the property would constitute a hazard to public safety, health or morals;
- (4) Violation of laws of the United States, State of Texas, or Ordinances of the City of Texas City would occur; or
- (5) The application for tax abatement was submitted after the commencement of construction, alteration, or installation of improvements related to the new facility or structure, and/or the modernization or expansion of an existing facility or structure; or
- (6) Pending litigation by applicant against the City of Texas City exists.
- (7) Owner/Applicant is delinquent in the payment of City of Texas City taxes.

SECTION V

AGREEMENT

After the Public Hearing, the City Commission may adopt a Resolution establishing that the proposed Agreement, filed with the Resolution, meets the applicable provisions of these "**Guidelines and Criteria**". The Resolution shall include authorization of the execution of the Agreement with the Owner and include provisions for:

- (1) The exemption from taxation of all the increases in value of the property, over its value in the year in which the Agreement was executed, for the period of time provided in *Section II(h)*;
- (2) A listing of the kind, number, and location of all proposed improvements of the property;
- (3) Access to and inspection of the property by City employees (and/or the City's agents and representatives), to ensure that the improvements or repairs are made according to the specifications and conditions of the Agreement;
- (4) Limitations of the uses of the property consistent with the general purpose of encouraging developing or redevelopment of the zone during the period that the property tax exemptions are in effect;
- (5) The recapturing of property tax revenue lost as a result of the agreement if the owner

of the property fails to make the improvements or repairs as provided by the Agreement or fulfill other appropriate covenants;

- (6) A map showing proposed improvements and uses in the Reinvestment Zone;
- (7) Total estimated cost of the improvements and employment estimates;
- (8) The commencement date and the termination date of the tax abatement;
- (9) The nature of the construction, time schedule, property description and improvements list as provided in the application in accordance with *Section III(b)*; and
- (10) A provision that the Agreement shall be effective when executed by all parties and upon the final passage of an Ordinance designating the Reinvestment Zone.

SECTION VI

RECAPTURE

(a) In the event that the facility is completed and begins producing product or service, but subsequently discontinues producing product or service for any reason exempting fire, explosion or other casualty or accident or natural disaster, for a period of one year during the abatement period, then the Agreement shall terminate and so shall the abatement of the taxes for the calendar year during which the facility no longer produces. The taxes otherwise abated for the calendar year shall be paid to the affected jurisdiction and other taxing agencies within sixty (60) days from the date of termination.

(b) Should the City of Texas City determine that the company or individual is in default according to the terms and conditions of its Agreement, the City shall notify the company or individual in writing at the address stated in the Agreement, and, if the default is not cured within sixty (60) days from the date of notice ("Cure Period"), the Agreement may be terminated.

(c) In the event that the company or individual:

- (1) Allows its ad valorem taxes owed the City of Texas City or affected jurisdictions to become delinquent and fails to timely and properly follow the legal procedures for the company's or individual's protest and/or contest; or
- (2) Violates any of the terms and conditions of the Abatement Agreement and fails to cure any default with the Cure Period, the Agreement then may be terminated, and all taxes previously abated by virtue of the Agreement shall be recaptured and paid within sixty (60) days of the termination.

(d) Exemptions/Payment in Lieu of Taxes.

(i) As part of the application process, Owner/Applicant shall identify all current and anticipated tax exemptions for the property that is the subject of this agreement, including, but not limited to, Federal and State environmental ad valorem tax exemptions. The amount of any exemption(s) existing at the time of execution of this Agreement shall be added back into the original value of the property for the “new value” computation.

(ii) If any exemption results from the new construction that is the subject of this agreement, the Owner/Applicant agrees to decline that tax exemption during the period of this abatement. If, during the period of this abatement, any Federal or State law provides a new tax exemption for the property that is already the subject of this agreement, Owner/Applicant agrees to decline that tax exemption during the period of this abatement. If Owner/Applicant is unable to decline that tax exemption, Owner/Applicant agrees to pay the taxes, or payment in lieu of taxes, on the reduction of property tax revenue to the City that is the result of said exemption. Any payment in lieu of taxes shall be due on or before November 15 of the year in which the payment is due.

At the end of the abatement period, Owner/Applicant further agrees to further decline said tax exemption or pay taxes or payment in lieu of taxes, for a further term that mirrors the term of the original abatement period.

SECTION VII ADMINISTRATION

(a) Prior to the commencement of construction, the Owner/Applicant shall meet with Texas City officials to discuss the terms and conditions of the Abatement Agreement.

(b) During construction, the Owner/Applicant shall submit monthly reports to verify compliance with the Abatement Agreement. The reports shall be subject to third-party audits, which shall be conducted by the City at the Owner's/Applicant's expense.

(c) The City of Texas City shall evaluate each facility that receives an abatement to ensure compliance with the Agreement. The Owner/Applicant shall maintain appropriate records of the employees affected by this abatement, including, but not limited to, proof of employees' legal residence; proof of immigration-resident status, if applicable; or such other documentation that may be required to

document compliance with the Agreement.

(d) Annual Evaluation and Reports. Upon completion of construction, the City of Texas City, individually or in conjunction with other affected jurisdictions, shall annually evaluate each Facility receiving abatement, to ensure compliance with the Agreement and report possible violations of the Agreement. The Owner shall certify to the City Commission of the City of Texas City on or before April 1 each year that the Owner is in compliance with each applicable term of the agreement. Additionally, during the first four years of the property tax abatement, Owner/Applicant shall provide to the City an annual report covering those items listed on Schedule I in order to document its efforts to acquire goods and services on a local basis. Such annual report shall be prepared on a calendar year basis and shall be submitted to the City no later than ninety (90) days following the end of each calendar year. The annual report shall be accompanied by an audit letter prepared by an independent accounting firm that has reviewed the report.

(e) The actual expiration date of the abatement shall be specified in the Tax Abatement Agreement to document the year in which collection of taxes shall commence.

(f) All requirements of the Abatement Agreement shall inure to Owner's/Applicant's contractors/subcontractors.

(g) A third-party audit of the Owner's/Applicant's compliance with the Abatement Agreement may be conducted at any time the City deems necessary at the Owner's/Applicant's expense.

(h) No extension to the period of tax abatement will be granted.

SECTION VIII

ASSIGNMENT

Tax abatement may be transferred and assigned by the holder to a new owner or lessee of the same facility upon the approval by Resolution of the City Commission, subject to the financial capacity of the assignee, and provided all conditions and obligations in the Tax Abatement Agreement are guaranteed by the execution of a new contractual agreement with the City of Texas City. No assignment or transfer shall be approved if the parties to the existing Agreement, the new owner or new lessee are liable to the City of Texas City or any affected jurisdiction or other taxing agency for outstanding taxes or other obligations. Assignment fees of 1% may be required, with a maximum of \$10,000.00, and approval shall not be unreasonably withheld.

SECTION IX

LEGAL NOTICE TO POTENTIAL APPLICANTS

The adoption of these "**Guidelines and Criteria**" by the governing body of a taxing unit does not:

(a) Limit the discretion of the governing body to decide whether to enter into a specific Tax Abatement Agreement;

(b) Limit the discretion of the governing body to delegate to its employee the authority to determine whether or not the governing body should consider a particular application or request for tax abatement; or

(c) Create any property, contract, or other legal right in any person to have the governing body consider or grant a specific application or request for tax abatement.

SECTION X

SUNSET PROVISION

These "**Guidelines and Criteria**" are effective for two years from the date adopted. During that period, the "**Guidelines and Criteria**" may be amended or repealed only by a vote of three-fourths (¾) of the members of the City Commission.

COMPANY REPRESENTATIVE TO BE CONTACTED (Please type or print):

Name: _____ Title: _____ Phone: _____

Address:

(Street or P. O. Box) (City) (State) (Zip)

Signature of Company Official

INSTRUCTIONS

Applicants and projects must meet the requirements established by the CITY OF TEXAS CITY, TEXAS, TAX ABATEMENT PLAN.

The "**Guidelines and Criteria**", for example, set out regulations governing eligible facilities, eligible and ineligible improvements, terms and economic qualifications. Conformance with all sections, however, is required for eligibility.

APPLICANT INFORMATION

The taxing unit may consider applicant's financial capacity in determining whether to enter into an Abatement Agreement. Established companies for which public information is available, or the wholly owned businesses of such companies, should include with the application a copy of their latest annual report to stockholders. Other applicants and new companies should attach a statement showing when the company was established, business references (*name, contact, and telephone number of principal bank, accountant, and attorney*) and may be required to submit an audited financial statement and business plan.

PROJECT INFORMATION

Only facilities listed in *Section II* of the "**Guidelines and Criteria**" may receive abatement. Check the "**Guidelines and Criteria**" definitions in *Section I* to see if the project qualifies.

ECONOMIC INFORMATION

Permanent Employment Estimates - In estimating the permanent employment, include the total number of jobs retained or created at this site by your firm as well as known permanent jobs of service contractors required for operation.

Estimated Appraised Value on Site - The value January 1, preceding abatement, should be the value established by the Galveston Central Appraisal District. If the applicant must estimate value because the taxable value is not known or is combined with other properties under a single tax account, please so state. To qualify, the abated properties must be expected to result in an addition to the tax base after the period of abatement expires.

ATTACH MAP SHOWING PROPOSED SITE.

Describe Product or Service to be Provided:

Project Description: Attach statement fully explaining project. Describe existing site and improvements. Describe all proposed improvements, and provide a list of improvements and equipment for which abatement is requested.

New Plant Expansion Modernization

ECONOMIC INFORMATION

Construction Estimates:

Start Date (Month/Year): _____ / _____	Construction	Man	Hours:
Completion Date (Month/Year): _____ / _____ (Number):	Peak	Construction	Jobs

IF MODERNIZATION:

Estimated Economic Life of Existing Plant is _____ years.
 Added Economic Life From Modernization is _____ years.

Permanent Employment Estimates (FTE's):

Current Plant Employment: _____

Number of Plant Jobs: Retained Created

At Start/Opening: _____ in Year:

5 Years Into Operation: _____ in Year:

<u>Estimated Appraised Value on Site</u>	<u>Personal Property</u>	<u>Improvements</u>	<u>Land</u>
Value January 1 Preceding Abatement Agreement	_____	_____	
Estimated Value of Abated Properties After Abatement Expires	_____	_____	
Value Upon Completion of Project (Include Personal Property and Project Improvements not Subject to Abatement)	_____	_____	

SCHEDULE I

“Buy Local” Annual Reports

The following information shall be reported to the Governmental Unit on a calendar-year basis during the first four years of the tax abatement program:

1. Dollar amount spent for materials* (local).
2. Dollar amount spent for materials* (total).
3. Dollar amount spent for labors** (local).
4. Dollar amount spent for labor** (total).
5. Number of jobs created in the construction project (local).
6. Number of jobs created in the construction project (total).
7. Number of jobs created on permanent basis (local).
8. Number of jobs created on permanent basis (total).

* "Materials" is defined to include all materials used in excavation, site improvement, demolition concrete, structural steel, fire proofing, piping, electrical, instruments, paintings and scaffolding, insulation, temporary construction facilities, supplies, equipment rental in construction, small tools and consumables. This term does not include major items of machinery and equipment not readily available locally.

** "Labor" is defined to include all labor in connection with the excavation, site improvement, demolition, concrete construction, structural steel, fire proofing, equipment placement, piping, electrical, instruments, painting and scaffolding, insulation, construction services, craft benefits, payroll burdens, and related labor expenses. This term does not include engineering services in connection with the project design.

The term "Local" as used to describe manufacturers, suppliers, contractors and labor shall include firms, businesses, and persons who reside in or maintain an office in Texas City or Galveston County.

AGENDA ITEM #10.



Mark Henry

County Judge
County of Galveston

Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550

Ryan Ellis
Deputy Chief of Staff
Technology and Process

Tyler Drummond
Deputy Chief of Staff
Policy and Communications

Roxann Lewis
Executive Assistant

August 8, 2013

Kenna H Kasten
United Way of Galveston
Executive Director
2200 Market Street, Suite 850
Galveston, TX 77550

Dear Ms. Kasten:

The Galveston County Commissioners' Court admires the great job the United Way of Galveston does for Galveston County. We value your ability to develop partnerships and collaborate to support the needs of our community.

Galveston County appreciates the opportunities we have had to work with the United Way on numerous disaster recovery grant programs. With the leadership of the United Way both Galveston County Restore and Rebuild program and the Social Services Block Grant were a great success.

The Commissioners' Court strongly supports the United Way in your endeavors and looks forward to future opportunities to partner with you in helping the citizens of this county.

Sincerely,

A handwritten signature in cursive script that reads "Mark Henry".

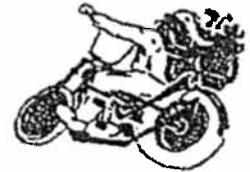
Mark Henry

MAH/rgl

AGENDA ITEM #11.



U.S.M.C
TOYS FOR TOTS
Toy Run Committee, Inc.



November 6, 2012

To the Commissioners of Galveston County;

I am writing on behalf of The Toy Run Committee Inc., an organization which supports the USMC Toys for Tots program. For the past 19 years the Toy Run Committee Inc. has been raising money and collecting toys for the USMC Toys for Tots Program. We provide support to the Galveston Marine Corps Division's Toys for Tots program in order to help them to provide toys during the holidays to those children in and around Galveston County who are not as fortunate and might otherwise not have toys to celebrate the holidays.

Our group works all year to raise money and collect toys for the USMC Toys for Tots Program. Just in the past three years, our committee has donated approximately \$250,000 in addition to the toys we have collected and given to the Galveston Marine Corps Toys for Tots program.

Our main event takes place on the second Saturday of December (December 8, 2012) at the Pasadena Fairgrounds.

For the past approximately 14 years, we have had a motorcycle run that leaves Walter Hall Park at around 10:30 am and rides in to the Pasadena Rodeo Grounds. We have had up to 1,500 motorcycles participate in the past. This ride is a fully escorted ride and all of the roadways are closed down for the ride, including I-45. During our time at Walter Hall Park, our group assembles in the front parking lot where the riders are lined up, safety meetings are conducted with the Road Guard and the four (4) Motorcycle Police Officers that escort the ride. Before the ride leaves Walter Hall Park, safety and the route that will be taken is discussed with the whole group and finally led in prayer. League City Police Department is also there to assist the ride in leaving Walter Hall Park until it reaches I-45. We ask the riders to either donate \$10 or bring a new unwrapped toy. There is no admission charged to participate, it is all donations. The total proceeds from this day of events and our fund raising efforts carried out all through the year are presented to the Galveston Marine Corps Toys for Tots Coordinator the following day.

The Toy Run Committee Inc. has obtained its own 501(c) status. We work very hard to raise toys and money for the USMC Toys for Tots program and would appreciate the Commissioner's

Court granting us a waiver of all fees associated with the use of the front parking lot at Walter Hall Park for the 2012 and 2013 December rides.

I have attached a letter that was written by First Sergeant Stephen L. Mathews on behalf of the Toy Run Committee which describes the support that we provide to the USMC Toys for Tots program.

Thank you for your assistance in this matter. If you have any question or need anything further please do not hesitate to contact me at 713-502-2715

A handwritten signature in cursive script that reads "Amy Foster".

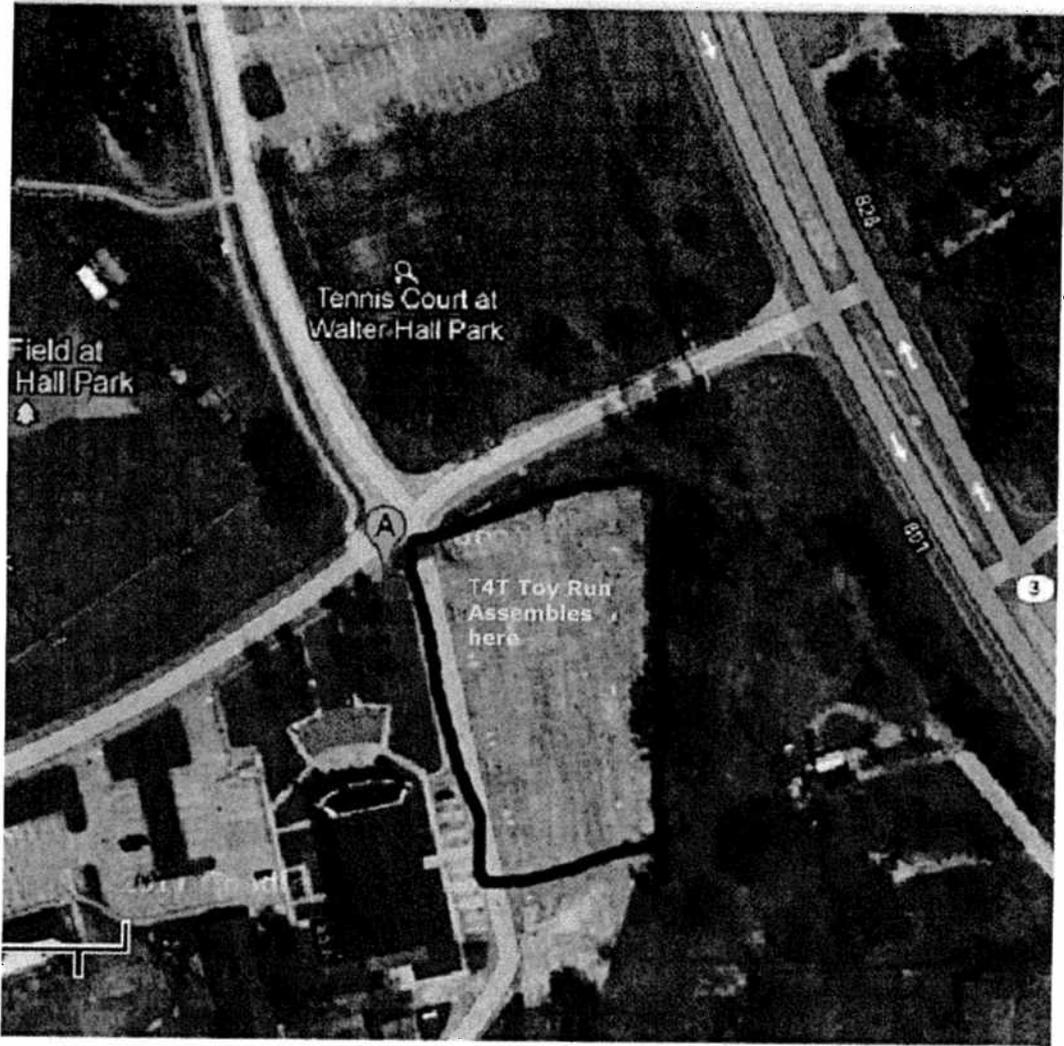
Amy Foster, President

Toy Run Committee, Inc. 501©(3)

PO Box 1069

Pasadena, Texas 77501

"Its all for the Kids"



Walter Hall Park

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **OCT 29 2008**

THE FOX RUN COMMITTEE INC
C/O ROBERT L DEBARTH
4306 BRADJUD
PASADENA, TX 77504

Employer Identification Number:
30-0483052

DIA#

408281011

Contact Person:

RICHARD K DOLFI

ID# 31363

Contact Telephone Number:
(877) 829-5500

Accounting Period Ending:
December 31

Public Charity Status:
170(b)(1)(A)(vi)

Form 990 Required:
Yes

Effective Date of Exemption:
August 16, 2007

Contribution Deductibility:
Yes

Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 3055, 3106 or 3522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

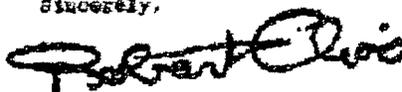
Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

THE TOY ROB COMMITTEE INC

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Choi". The signature is written in a cursive style with a large, looped initial "R".

Robert Choi
Director, Except Organizations
Rulings and Agreements

Enclosures: Publication 4721-PC

Letter 847 (BO/CD)

- 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		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 Carbine Park.

Attendance	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.

- 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.

AGENDA ITEM #12.

Houston-Galveston Area Agency on Aging Application Section 3 CHECKLIST

A set of application forms are presented on each tab of this document. Applicants are urged to work from an electronic copy of the forms.

A checklist of required elements to submit with your application is presented below.

THE FOLLOWING ATTACHMENTS MUST BE SUBMITTED AS A PART OF YOUR APPLICATION

Applicant Check-off	HGAAA Only (submitted)	Items Requested
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<input type="checkbox"/>	Organization Information: 1. Please provide a current, dated copy of the applicant's organization chart. (Chart should include job titles.)
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<input type="checkbox"/>	Personnel: Provide listing of names and job descriptions of staff identified on provider budget workbook.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<input type="checkbox"/>	Resume: 3. Provide resumes of applicants CEO/President/Owner/Executive Director & CFO for your organizations.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<input type="checkbox"/>	Board Member Information: 4. Please provide a copy of applicant's Board members. (Chart should include name, title, address, phone, email, year elected, term expiration date and extension dates.)
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<input type="checkbox"/>	Agency Qualifications Statement: 5. Provide a brief history and description of your organization.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<input type="checkbox"/>	Accounting Records: 6. Detailed general ledger of operating expenses for the period of October 1, 2012, to May 31, 2013 , detailed by funding year and stream, general ledger account number, account name, administrative or program cost classification.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<input type="checkbox"/>	Cost Allocation: 7. Please provide a copy of the applicant's current cost allocation plan.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<input type="checkbox"/>	Single Audit: Please provide a copy of the most recent single audit conducted on your organization, if applicable.

Houston-Galveston Area Agency on Aging Application Section 3 CHECKLIST

A set of application forms are presented on each tab of this document. Applicants are urged to work from an electronic copy of the forms.

A checklist of required elements to submit with your application is presented below.

THE FOLLOWING ATTACHMENTS MUST BE SUBMITTED AS A PART OF YOUR APPLICATION

Applicant Check-off	HGAAA Only (submitted)	Items Requested
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<input type="checkbox"/>	9. Tax Return: Please provide a copy of the most recent IRS Tax return, or form 8868 on your organization.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<input type="checkbox"/>	10. W9: Provide copy of W9 for your organization.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<input type="checkbox"/>	Certifications and Licensing: 11. Please provide copies of staff certifications and/or licensing qualifications for your organization.
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<input type="checkbox"/>	12. Insurance: Provide copies of organizations insurance coverages (Bonding, Auto, Liability, etc.)
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<input type="checkbox"/>	13. CIQ: Provide copy of CIQ (Conflict of Interest) form
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<input type="checkbox"/>	14. Required Attachments A-L or A-j: Provide copies of Required Attachments (A-L Community Applicants), (A-K Cased Managed Applicants), (A-K Education Applicants)
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<input type="checkbox"/>	Budgets/Bid Sheet/In-Kind/Fee Schedules: 15. Provide copies of budget/bid sheet/in-kind/fee schedule for each service applicant will provide.
Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	<input type="checkbox"/>	16. Curriculum: Provide copies of proposed education/evidence based presentation curriculums (Education and Evidence Based applicants only).

Houston-Galveston Area Agency on Aging Application Section 3 CHECKLIST

A set of application forms are presented on each tab of this document. Applicants are urged to work from an electronic copy of the forms.

A checklist of required elements to submit with your application is presented below.

THE FOLLOWING ATTACHMENTS MUST BE SUBMITTED AS A PART OF YOUR APPLICATION

Applicant Check-off	HGAAA Only (submitted)	Items Requested
Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	<input type="checkbox"/>	<p>Policies and Procedures:</p> <p>17. Electronic dated copies of Community applicant's policies and procedures that have been incorporated and/or revised since October 1, 2013. They should include, but are not limited to:</p> <ul style="list-style-type: none"> • Accounting • Financial Reporting • Personnel/Volunteer Training • Maintenance and Safeguarding of consumer files and information • Service Delivery • Entry • AAA guidelines and procedures • Automation Submissions (Email, FTP) • Fiscal and Program Monitoring & Oversight • Case File Retention • Eligibility • Client Intake/Assessment Accuracy • Contribution and Grievance Posting • Billing Invoices • Service Logs • Usage of Current Forms • Consumer Satisfaction Surveys • Emergency (Shelf Stable) Meals

**Houston-Galveston Area Agency on Aging Application Section 4
SERVICE PROFILE**

ELIGIBILITY

Applicants must be eligible to receive federal and state. To be considered as a vendor, applicants must meet the following criteria: (a) free from debarment of government funds; (b) facilities, client, and personnel policies meet the Americans with Disabilities Act; (c) maintain insurance that protects the health and safety of the clients and employees; (d) maintain bonding of employees; if applicable (e) maintain at least one (1) month's operating revenue; and (f) has been in business for at least (5) five years. The vendor can be either a not-for-profit or for-profit or currently has a state contract.

1. Indicate the program in which you are applying (check all that apply).

- CONGREGATE MEALS:** The service outcome is to promote better mental and physical health for older people through nutritious meals and socialization.
- HOME-DELIVERED MEALS:** The service outcome is to promote better health for homebound older persons who
- TRANSPORTATION SERVICES:** Transportation services shall provide access to needed services which maintain the independence and dignity of the elderly. Contractors shall adhere to the requirements of TAC §84.3 in the delivery of services. Transportation is a Title IIIB and Title IIIE supplemental service. The transportation service type is demand response medical transportation.



Fiscal Year 2014
Application Section 5
Purchase of Services

Vendor
Direct

Please type application information

Applicant Submission Status: <input type="checkbox"/> New Applicant <input checked="" type="checkbox"/> Renewal Applicant		Contract Period: October 1, 2013 through September 30, 2014	
Applicant Legal Entity Name: Galveston County Department of Parks & Senior Services			
Entity Dba (if applicable):		County: Galveston	
Applicant Tax Identification Number (SSN or Federal ID): 74-96000908			
Physical Address (No P.O. Box): 722 Moody Avenue (21st Street)		Zip Code: 77550	
Mailing Address (if Physical address is the same as Mailing, mark 'SAME'): 4102 Main Street			
City: La Marque		State: TX	
Main Phone Number: 409-770-6251		Main Fax Number: 409-766-2449	
		Website Address: www.galvestonparks-seniors.org	
AUTHORIZING PERSONNEL			
Name/Title of person authorizing official: Mark Henry, County Judge		Phone: 409-766-2244	
		Email: mark.henry@co.galveston.tx.us	
Name/Title of person to be contacted regarding involving this application: Jennifer Krupa		Phone: 409-934-8126	
		Email: jennifer.stout@co.galveston.tx.us	
Name/Title of person to contact handling billing on matters of this application: Jennifer Krupa		Phone: 409-934-8126	
		Email: jennifer.stout@co.galveston.tx.us	
AGENCY INFORMATION			
Type of Agency:	Private For Profit <input type="checkbox"/>	Public <input type="checkbox"/>	County Government <input checked="" type="checkbox"/>
			Private Non-Profit <input type="checkbox"/>
			City Government <input type="checkbox"/>
			Educational Institution <input type="checkbox"/>
No. of Years Agency in Business:	<input type="checkbox"/> 5yrs. <input type="checkbox"/> 5-7yrs. <input type="checkbox"/> 7-10yrs. <input type="checkbox"/> 10-12yrs. <input type="checkbox"/> 12-15yrs. <input type="checkbox"/> 15-20yrs. <input type="checkbox"/> 20-25yrs. <input checked="" type="checkbox"/> 25+yrs.		
Historically Underutilized Business (HUB): Is your agency a Historically Underutilized Business? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
If yes, please check type:	Small Business: <input type="checkbox"/>	Minority Business: <input type="checkbox"/>	
	Women's Business: <input type="checkbox"/>	Disadvantaged Business: <input type="checkbox"/>	
Criminal History:	Have you or anyone within your organization ever been convicted of a felony? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		

If yes, please enter in (include identify year/type of conviction):

Conflicts of Interest: State the names and relationship of any employee(s) or officers of your organization that may have a conflict of interest with the Area on Agency on Aging:

Name:	Relationship:

AUTHORIZATION FOR SUBMISSION

The undersigned signatory for the Applicant hereby represents and warrants that the information provided in this Application is accurate to the best of my knowledge.

Print Name: Mark Henry

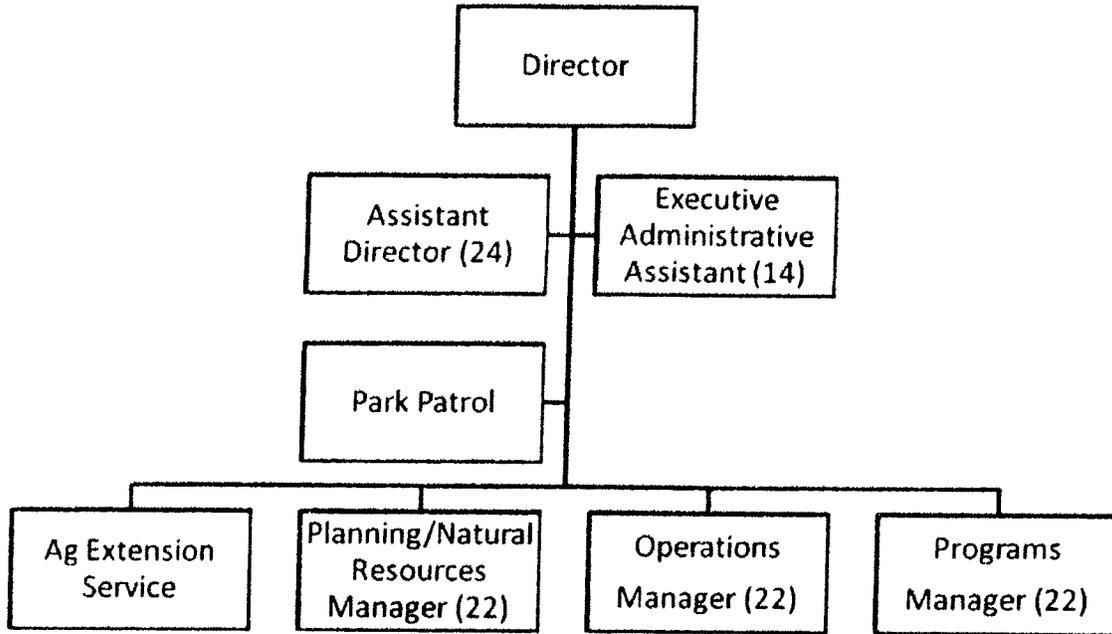
Title: County Judge

Signature: *Mark Henry*

Date: 8/8/2013

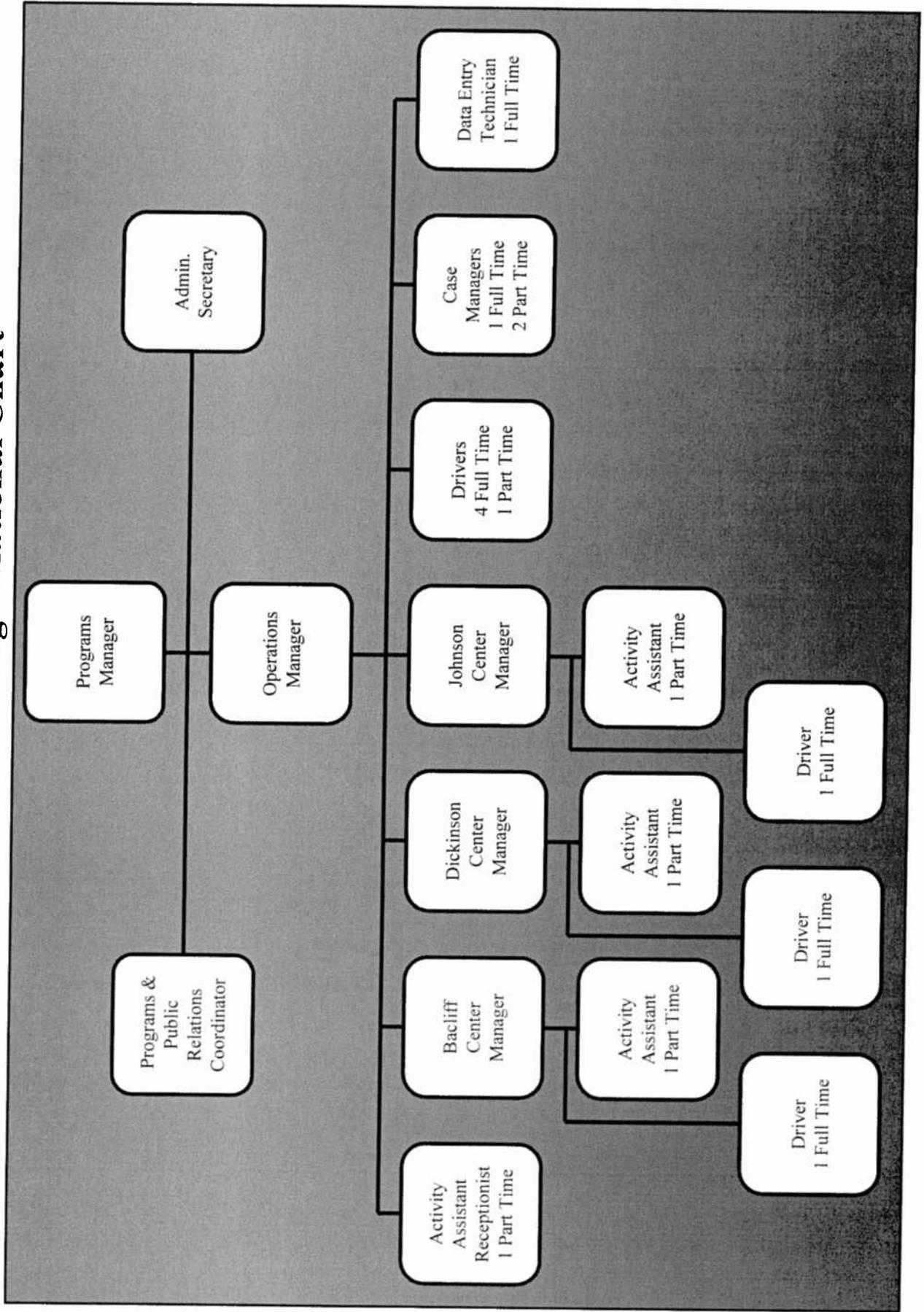
Signature

Parks and Senior Services Department



Galveston County Department of Parks & Senior Services

Senior Services Organizational Chart



Job Titles, Names and Descriptions

Title	Name
Data Entry Technician	Jackie Williams
Senior Center Manager, Bacliff	Peggy Davis
Senior Center Manager, Dickinson	Nora Belcher
Senior Center Manager, Johnson	Olda Perez
Case Manager (Full-time)	Patti Smith
Case Manager (Part-time)	Samantha Brown
Case Manager (Part-time)	Sherita Jenkins
Activity Assistant – Bacliff	Nina Patel
Activity Assistant – Dickinson	Sue Richardson
Activity Assistant – Johnson	LaBrenda Lee
Operations Manager	Teresa Ortiz
Programs Manager	Jennifer Krupa
Programs & Public Relations Coordinator	Andi Zarro
Driver #1	Dorcel Womack
Driver #2	Jenny Franks
Driver #3	DeNasha Harris
Driver #4	J. Scott Rivera
Driver #5	Vearly Evans
Driver #6	Randy Wright
Transportation Enrichment Driver	Tina Bell
Activity Assistant – Johnson #2	Patricia Johnson



Data Entry Technician

County Parks

\$27,238

JOB SUMMARY

This position performs technical data entry functions in support of department operations.

ESSENTIAL JOB FUNCTIONS

- Processes congregate meals, home delivered meals, and transportation log data; develops related reports.
- Updates and prints weekly logs for Center Managers and Drivers.
- Enters and/or updates client intake data; monitors for eligibility requirements.
- Prepares home delivered meal client folders; highlights underage clients.
- Maintains client birthday database; prints regular reports for Center Managers.
- Creates and prints required forms.
- Assists other personnel with computer problems.
- Able to report regularly for work and be on time.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of modern office practices and procedures.
- Knowledge of modern office equipment.
- Knowledge of customer service standards.
- Skill in the operation of computers and job related software programs.
- Skill in decision making and problem solving.
- Skill in dealing with the public.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Senior Services Manager assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include department policies and procedures. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related data entry duties. Frequent interruptions contribute to the complexity of the position.
- The purpose of this position is to provide data entry support for department operations. Success in this position contributes to the efficiency and effectiveness of office operations.

CONTACTS

- Contacts are typically with co-workers, other county personnel, clients, applicants, and members of the



Senior Center Manager

County Parks

\$36,632

JOB SUMMARY

This position is responsible for managing the programs and operations of a senior center.

ESSENTIAL JOB FUNCTIONS

- Develops, plans and schedules activities, events, special programs and presentations for the center.
- Receives and checks the temperature of congregate meals.
- Coordinates related publicity for activity and events.
- Prepares and distributes monthly newsletters and calendar of events.
- Trains and supervises the work of volunteers, Activity Assistants and Drivers.
- Assists in the coordination of transportation and home delivered meal services.
- Assists with delivery of meals as needed.
- Encourages support from community organizations and businesses.
- Monitors center programs to ensure compliance with funding guidelines.
- Completes required documentation and reports, including daily congregate meal logs, meal orders, tracking charts, daily transaction sheets, daily spreadsheets, daily volunteer time sheets, and manager's monthly tracking chart for volunteers and meal delivery ticket.
- Performs center inspections to ensure compliance with safety standards.
- Coordinates and sets up for center functions, programs, events and activities.
- Oversees facilities maintenance and repairs.
- Develops long- and short-term center goals.
- Able to report regularly for work and be on time.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of the purposes, principles, terminology and practices employed in the development and management of senior services.
- Knowledge of related local and state laws, procedures and policies.
- Knowledge of computers and job related software programs.
- Skill in planning, organizing, directing and coordinating the work of personnel.
- Skill in the analysis of problems and the development and implementation of solutions.
- Skill in the preparation of clear and precise administrative reports.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Senior Services Manager assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include county and department policies and procedures, the County Health District Procedures Manual, and grant and program requirements. These guidelines require judgment, selection and interpretation in application.



Case Manager

County Parks

JOB SUMMARY

This position is responsible for assessing clients for eligibility for program services.

ESSENTIAL JOB FUNCTIONS

- Completes intake and service requests forms for prioritized Home Delivered Meal candidates at their residences; scores form to determine eligibility; provides candidate with health literature and other documents.
- Refers callers for requested services to food pantries, home health agencies, grief support groups, medical equipment resources, Adult Protective Services, etc.
- Enters information to computerized database, including client's name, address and phone number.
- Processes eligible and ineligible applications.
- Maintains applicant and client files; documents transactions.
- Able to report regularly for work and be on time.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of the purposes, principles, terminology and practices employed in the senior services field.
- Knowledge of program eligibility requirements.
- Knowledge of related local and state laws, procedures and policies.
- Knowledge of computers and job related software programs.
- Knowledge of available social services in Galveston County.
- Skill in the analysis of problems and the development and implementation of solutions.
- Skill in the preparation of clear and precise administrative reports.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Senior Services Manager assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include program eligibility guidelines as well as county and department policies and procedures. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related case management duties. The unique nature of each application contributes to the complexity of the position.
- The purpose of this position is to assess applicants for program eligibility. Success in this position contributes to the provision of services to eligible citizens.



Case Manager-Part-time County Parks

JOB SUMMARY

This position is responsible for assessing clients for eligibility for program services.

ESSENTIAL JOB FUNCTIONS

- Completes intake and service requests forms for prioritized Home Delivered Meal candidates at their residences; scores form to determine eligibility; provides candidate with health literature and other documents.
- Refers callers for requested services to food pantries, home health agencies, grief support groups, medical equipment resources, Adult Protective Services, etc.
- Enters information to computerized database, including client's name, address and phone number.
- Processes eligible and ineligible applications.
- Maintains applicant and client files; documents transactions.
- Able to report regularly for work and be on time.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of the purposes, principles, terminology and practices employed in the senior services field.
- Knowledge of program eligibility requirements.
- Knowledge of related local and state laws, procedures and policies.
- Knowledge of computers and job related software programs.
- Knowledge of available social services in Galveston County.
- Skill in the analysis of problems and the development and implementation of solutions.
- Skill in the preparation of clear and precise administrative reports.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Senior Services Manager assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include program eligibility guidelines as well as county and department policies and procedures. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related case management duties. The unique nature of each application contributes to the complexity of the position.
- The purpose of this position is to assess applicants for program eligibility. Success in this position contributes to the provision of services to eligible citizens.



Activity Assistant

County Parks

JOB SUMMARY

This position is responsible for the coordinating and implementation of Senior Center activity programs.

ESSENTIAL JOB FUNCTIONS

- Monitors calendars for daily events.
- Sets up for activities, including arts and crafts, health education, and other programs.
- Receives donations for congregate meals.
- Maintains documentation of meals served.
- Supervises the work of Senior Center volunteers.
- Serves lunch to seniors.
- Cleans facilities following activities and meals.
- Maintains volunteer tracking log.
- Assists with meal deliveries as needed.
- Manages the center in the absence of the Center Manager.
- Serves at various Senior Center locations as assigned.
- Able to report regularly for work and be on time.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of senior center activities and programs.
- Knowledge of meal service.
- Knowledge of program policies and procedures.
- Skill in dealing with the public.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Center Manager assigns work in terms of detailed and specific instructions. The supervisor spot-checks work in progress and upon completion for accuracy, adequacy, and adherence to instructions and established guidelines.

GUIDELINES

Guidelines include program policies and procedures. These guidelines are clear and specific.

COMPLEXITY/SCOPE OF WORK

- The work consists of directly-related duties. Frequent interruptions contribute to the complexity of the position.
- The purpose of this position is to assist in the coordination and implementation of senior center activities and meal service. Success in this position contributes to the efficiency and effectiveness of Senior Center operations.



Operations Manager

County Parks

JOB SUMMARY

This position is responsible for managing the operations of senior centers and the home delivered meals service.

ESSENTIAL JOB FUNCTIONS

- Oversees the operations and programming of four senior centers; makes weekly visits to each center.
- Coordinates drivers and center managers to ensure the availability of coverage.
- Coordinates meal delivery routes.
- Assists the Senior Services Manager with purchase orders, payroll, and budget management.
- Serves as the emergency management designee for senior services.
- Processes work orders from center managers.
- Oversees the delivery of meals.
- Documents client paperwork.
- Receives program referrals.
- Documents meal orders through the use of service logs.
- Assists with the delivery of meals as needed.
- Resolves client complaints.
- Coordinates the use of passenger buses in the Transportation Enrichment Program; coordinates vehicle maintenance and repair.
- Able to report regularly for work and be on time.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of management principles and practices.
- Knowledge of related local and state laws, procedures and policies.
- Knowledge of computers and job related software programs.
- Skill in planning, organizing, directing and coordinating the work of personnel.
- Skill in the analysis of problems and the development and implementation of solutions.
- Skill in the preparation of clear and precise administrative reports.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Senior Services Manager assigns work in terms of very general instructions. The supervisor spot-checks completed work for compliance with procedures and the nature and propriety of the final results.

GUIDELINES

Guidelines include the county Human Resource Manual and Senior Services Division policies and procedures. These guidelines require judgment, selection and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied management and supervisory duties. The variety of tasks to be overseen



Programs Manager

County Parks

Annual Salary: \$54,381-\$60,026

JOB SUMMARY

This position is responsible for managing senior service programming and financing for the Senior Services Division.

ESSENTIAL JOB FUNCTIONS

- Writes all grants and foundation requests for funding.
- Oversees revenues and purchasing, including monthly monitoring of expenses vs. budget, compliance with program guidelines, and documentation requirements as well as annual budget preparation coordination for division including federal, state, county, municipal, client donations, private, and foundation grant awards for division.
- Develops, establishes, and monitors all internal policies and procedures so as to comply with federal, state, county, and department guidelines.
- Hires, trains, and supervises all division staff to ensure a smooth and effective delivery of programs, contracts, operations and facilities management.
- Oversees achievement of recreation and senior services program performance goals.
- Develops long term program goals and recommends strategies to achieve goals of department Director and county commissioners for recreation and senior services.
- Promotes program support and development through coordination with other local and regional providers.
- Serves as a source of information to local agencies, municipalities, civic clubs, and health and program providers on the current and unmet needs of the elderly.
- Coordinates divisions Information Technology requirements and works with IT to solve computer/communication problems.
- Able to report regularly for work and be on time.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of the purposes, principles, terminology and practices employed in the development, management and implementation of senior services.
- Knowledge of related local and state laws, procedures and policies.
- Knowledge of budget development and management principles.
- Knowledge of computers and job related software programs.
- Skill in planning, organizing, directing and coordinating the work of personnel.
- Skill in the analysis of problems and the development and implementation of solutions.
- Skill in the preparation of clear and precise administrative reports.
- Skill in preparing and administering budgets.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The County Parks Director assigns work in terms of division goals and objectives. The supervisor reviews work through conferences, reports, and observation of division activities.

GUIDELINES

Guidelines include county and department policies and procedures, Texas Administrative Code, and grant and program requirements. These guidelines require judgment, selection and interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of varied management, financial and supervisory duties. The variety of tasks to be overseen contributes to the complexity of the position.
- The purpose of this position is to manage the operations of the Senior Services division. Success in this position results in the provision of programs and services to area seniors.

CONTACTS

- Contacts are typically with co-workers, other county personnel, vendors, elected and appointed officials, granting agents, and members of the general public.
- Contacts are typically to provide services; to give or exchange information; to resolve problems; to motivate or influence persons; or to justify, defend or negotiate matters.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting at a desk or table or while intermittently sitting, or standing, stooping,
- The work is typically performed in an office.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

This position has direct supervision over division personnel.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with the completion of a baccalaureate degree in a course of study related to the occupational field.
- Experience sufficient to thoroughly understand the work of subordinate positions to be able to answer questions and resolve problems, usually associated with three to five years experience or service.
- Possession of or ability to readily obtain a valid driver's license issued by the State of Texas for the type of vehicle or equipment operated.

PAY GRADE AND FLSA STATUS

- Pay Grade: 22 FLSA Status: Exempt
- Date Created: _____ Approved by: _____
- Date Revised: _____ Approved by: _____

JOB DESCRIPTION CERTIFICATION

I certify that I have read and understand this job description and that it is an accurate description of my work.

Employee's Signature

Print Name

Date

I certify that I have read and understand this job description and that it is an accurate description of this employee's work.

Supervisor's Signature

Print Name

Date

Galveston County will provide equal employment opportunity for all qualified applicants and current employees without regard to race, color, religion, ancestry or national origin, genetic information, disability, Vietnam era and disabled veteran status, age or sex (except where age or sex is a bona-fide occupational qualification), and marital status in human resources matters, including recruitment and hiring, training, promotion, salaries and other compensation, transfer and lay off or termination. In the implementation of this policy, we will actively seek persons for all job levels within the organization and outside the organization through promotions and recruitment from all races and genders. In addition to these protected categories, Galveston County complies with the anti-discrimination statutes in each of the localities in which it operates. Galveston County recognizes its duty to comply with the American with Disabilities Act and when applicable, the Rehabilitation Act of 1973. Contact the Human Resources Department with questions regarding ADA accommodations or discrimination issues at (409) 770-5418



Programs and Public Relations Coordinator County Parks

JOB SUMMARY

This position is responsible for coordinating community outreach functions for the department.

ESSENTIAL JOB FUNCTIONS

- Participates in community events and presentations, including health fairs, expositions and meetings, to promote parks and leisure services programs.
- Collaborates with outside organizations and businesses to develop and provide programs and services for Community Center participants
- Serves as Department Public Information Officer.
- Assists Center Managers in increasing participation.
- Designs and develops public relations materials for the department, including flyers, post cards, newspaper advertisements, and press releases.
- Coordinates department county-wide events, including National Senior Health and Fitness Day, the 50-Plus Health Wellness Expo, and Annual Volunteer Recognition events.
- Develops and manages department webpage.
- Develops private-public partnerships, seeks sponsorships, and revenue/cost recovery generation.
- Answers telephone and greets visitors; provides information and assistance; refers to appropriate personnel.
- Able to report regularly for work and be on time.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of the purposes, principles, terminology and practices employed in the development and management of leisure and senior services.
- Knowledge of public relations and marketing principles.
- Knowledge of related local and state laws, procedures and policies.
- Knowledge of computers and job related software programs including but not limited to the Microsoft Office suite.
- Skill in public relations, politically and socially awareness, and exhibit high levels of customer service ability.
- Skill in the analysis of problems and the development and implementation of solutions.
- Skill in the preparation of clear and precise administrative reports.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Parks Director assigns work in terms of general instructions. The supervisor spot-checks completed work for compliance with procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include county and department policies and procedures, the County Health District Procedures Manual, and grant and program requirements. These guidelines require judgment, selection and interpretation in application.



Driver (Full-time)

County Parks

JOB SUMMARY

This position is responsible for delivering meals and providing transportation to program clients.

ESSENTIAL JOB FUNCTIONS

- Delivers hot and frozen meals to clients.
- Packages meals for delivery.
- Completes log sheets.
- Learns assigned routes.
- Assists clients in embarking and disembarking from van.
- Performs pre-trip vehicle safety inspections.
- Fuels and cleans vehicle.
- Able to report regularly for work and be on time.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of program guidelines and procedures.
- Knowledge of vehicle operation procedures.
- Knowledge of delivery routes.
- Skill in the operation of an assigned vehicle.
- Skill in reading maps.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Senior Center Manager assigns work in terms of somewhat general instructions. The supervisor spot-checks completed work for compliance with instructions and established procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include division policies and procedures and traffic laws. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related vehicle operation duties. Inclement weather and heavy traffic contributes to the complexity of the position.
- The purpose of this position is to deliver meals and provide transportation for program clients. Success in this position results in the provision of meals and transportation to area seniors.

CONTACTS

- Contacts are typically with co-workers, clients, clients' family members, and members of the general public.



Driver – Transportation Enrichment Program County Parks

JOB SUMMARY

This position is responsible for driving a vehicle in support of the Transportation Enrichment Program.

ESSENTIAL JOB FUNCTIONS

- Provides transportation services to seniors for reserved day trips with a 125 mile radius.
- Assists clients in embarking and disembarking from van.
- Performs pre-trip vehicle safety inspections.
- Fuels and cleans vehicle.
- Assists with meal delivery as needed.
- Able to report regularly for work and be on time.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of program guidelines and procedures.
- Knowledge of vehicle operation procedures.
- Knowledge of delivery routes.
- Skill in the operation of an assigned vehicle.
- Skill in reading maps.
- Skill in oral and written communication.

SUPERVISORY CONTROLS

The Senior Center Manager assigns work in terms of somewhat general instructions. The supervisor spot-checks completed work for compliance with instructions and established procedures, accuracy, and the nature and propriety of the final results.

GUIDELINES

Guidelines include division policies and procedures and traffic laws. These guidelines are generally clear and specific, but may require some interpretation in application.

COMPLEXITY/SCOPE OF WORK

- The work consists of related vehicle operation duties. Inclement weather and heavy traffic contributes to the complexity of the position.
- The purpose of this position is to drive a vehicle in support of the Transportation Enrichment Program. Success in this position results in successful trips, an expanded program, and good public relations for the department and program.

CONTACTS

- Contacts are typically with co-workers, clients, clients' family members, and members of the general public.
- Contacts are typically to provide services.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed while sitting, standing, stooping, bending or crouching. The employee occasionally lifts light and heavy objects.
- The work is typically performed in a vehicle and outdoors, occasionally in cold or inclement weather.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Ability to read, write and perform basic mathematical calculations.
- No experience requirements.
- Possession of or ability to readily obtain a valid commercial driver's license issued by the State of Texas for the type of vehicle or equipment operated.
- Must have or obtain current CPR/First Aid certification within the first six months of employment.

PAY GRADE AND FLSA STATUS

- Pay Grade: 7 FLSA Status: Non-exempt
- Date Created: _____ Approved by: _____
- Date Revised: _____ Approved by: _____

JOB DESCRIPTION CERTIFICATION

I certify that I have read and understand this job description and that it is an accurate description of my work.

Employee's Signature

Print Name

Date

I certify that I have read and understand this job description and that it is an accurate description of this employee's work.

Supervisor's Signature

Print Name

Date

Galveston County will provide equal employment opportunity for all qualified applicants and current employees without regard to race, color, religion, ancestry or national origin, genetic information, disability, Vietnam era and disabled veteran status, age or sex (except where age or sex is a bona-fide occupational qualification), and marital status in human resources matters, including recruitment and hiring, training, promotion, salaries and other compensation, transfer and lay off or termination. In the implementation of this policy, we will actively seek persons for all job levels within the organization and outside the organization through promotions and recruitment from all races and genders. In addition to these protected categories, Galveston County complies with the anti-discrimination statutes in each of the localities in which it operates. Galveston County recognizes its duty to comply with the American with Disabilities Act and when applicable, the

Kelly Snook, ASLA, PLA

2616 39th Street • Galveston, TX 77550 • (832)693-6268 • kfsnook@yahoo.com

SUMMARY

Talented Management Professional with extensive background in Parks and Recreation Administration, Project Management, Parks Planning, Landscape Architecture, Special Events, Recreation Programming and Design and Facility Construction. Proven ability to oversee contract administration, project teams, programming, scheduling, and master planning for city events, programs and park construction projects. Expertise in long and short-term planning, contractor and consultant selection, public relations, problem solving, project management and ordinance development. Excellent leadership, presentation, analysis, and communication skills. Registered Landscape Architect.

PROFESSIONAL EXPERIENCE

Galveston County, Galveston, TX

2012 - Present

Director, Parks and Senior Services Department

- Manage approximately 40Ft and 10PT personnel
- Oversee four divisions: Parks, Senior Services, Beach Parking Program and Texas Agrilife Office
- Management of 25 miles of beaches, including vendors, parking management and maintenance, t Senior Services programs including home meal delivery, congregate meal program and transportation services
- Manage an Operating Budget of \$5.3M

City of Austin, Austin, TX

2010 - 2012

Assistant Director, Parks and Recreation Department

- Manage approximately 250FT and 25 PT personnel
- Oversee six divisions: Planning and Development , Office of the CIP, Park Rangers, Central Parks, Facility Services, and Grounds Maintenance Divisions
- Co-Managed a major reorganization of department overseeing development of Operations Divisions
- Direct long range planning for department including Long Range Plan, Capital Improvement Program, Maintenance Audit, and Accreditation process for Operations Divisions
- Extensive public speaking at City Council, Parks Board and other boards and commissions, as well as presentations to community and non-profit organizations
- Collaborate with numerous non-profit, civic associations, officials and user groups to reach desirable outcomes
- Manage an Operating Budget of approximately \$15.4M

City of Missouri City, Missouri City, TX

2006 – 2010

Director, Parks and Recreation Department

- Manage 20 FT and 7 PT personnel
- Oversee four divisions: Recreation, Parks, Building Maintenance and Forestry Divisions
- Planning Section Chief (NIMS) during Hurricane IKE, responsible for all records and support management of incident
- Raise private funds and obtain grants for parks projects
- Direct long range planning for department including Park Master Plan, Trail Master Plan and Strategic Planning
- Manage and hire multiple design consultants
- Manage 15.5M Parks CIP program for department as well as ongoing facility maintenance of all civic buildings and properties
- Collaborate with numerous non-profit, civic associations, officials and user groups to reach desirable outcomes
- Responsible for department operating budget of 2.5M

City of Houston, Houston, TX 1998 – 2006
Sr. Project Manager, Design & Construction Div., Building Services Dept. (2004-2006)
Project Manager, Facilities Dev & Maintenance Div., Parks & Recreation Dept. (1998-2004)

- Promoted to oversee all aspects of city and parks construction projects, including contract management, quality and site reviews, program master planning, and project programming.
- Managed change order processing, RCAs, work authorizations, pay applications, bidding and awards process, contract administration, and multi-million dollar project budgets.
- Reduced costs through effective management and negotiation with alternative suppliers.
- Achieved best record in division for completing projects on time and within budget.
- Carried out park and site design planning for projects as large as 100 acres.
- Reviewed, approve, and track consultant and testing laboratory estimates to control costs.
- Resolved issues from city officials, outside agencies, and citizens. Represent department at meetings and conferences. Conduct site quality reviews.
- Oversaw design and construction of major capital improvement projects, including construction and renovation of structures and parks/recreation sites.
- Managed average of 35 projects per year, totaling \$17 million in combined budgets.
- Arranged and conducted community meetings to facilitate assessment and development projects.

Plan to Plant, Houston, TX 1994 – 1999
Owner / Manager / Landscape Architect

City of Dallas, Park and Recreation Department, Dallas, TX 1991 – 1994
Landscape Architect, Planning and Research Division

ADDITIONAL EXPERIENCE

President, Texas Chapter of American Society of Landscape Architecture (2011)
 President Elect (2010), Past President (2012)

Section Secretary/Officer, Houston-Gulf Coast Section, Texas ASLA- (2004-2008)

Instructor, Expanding Your Horizons, Association of University Women, Houston, TX (2001 – 2005)

Homeowner Landscaping Instructor, Houston Community College (1996 – 1998)

Instructor, Unified National Exam for Texas L.A. Registration, University of Texas at Arlington (1991)

Associate, T.H. Pritchett & Associates, Houston, TX (1989 – 1990)

Numerous speaking engagements at conferences

EDUCATION

Master of City and Regional Planning, University of Texas at Arlington, Arlington, TX (1997)

BS in Landscape Architecture, Texas A&M University, College Station, TX (1987)

Ft. Bend Chamber of Commerce Leadership Forum (2008)

Rocky Mountain Revenue Management School, NRPA, (2009)

Maintenance Management School, NRPA (2011)

LICENSES & PROFESSIONAL DEVELOPMENT

Texas Registered Landscape Architect (1993- Present)

Texas Licensed Irrigator (1990 – 1998)

Training in: Career Development, Modelnetics, LEEDS, Total Quality Management (TQM), Franklin Covey 7 Habits of Highly Effective People, Leadership training, Ft. Bend Chamber of Commerce Leadership Forum 2008 Graduate

COMPUTER SKILLS

Word, Excel, PowerPoint, Publisher, Digital Image Suite, FrontPage, Paradox, Internet, Lotus Notes, Outlook

PROFESSIONAL ORGANIZATIONS

Texas Recreation and Parks Society

American Society of Landscape Architects

American Planning Association

National Recreation and Parks Association

**Galveston County
Commissioners Court Members**

Honorable Mark Henry,
County Judge
722 Moody, Suite 200
Galveston Texas 77550
409-766-2244
Term Expiration: 2015

Commissioners:

Honorable Ryan Dennard
County Commissioner, Precinct 1
722 Moody, 1st Floor
Galveston, Texas 77550
409-770-5333
Expiration: 2014

Honorable Kevin O'Brien
County Commissioner, Precinct 2
PO Box B
Santa Fe, Texas 77510
409-770-5475 or 409-770-5335
Expiration: 2014

Honorable Stephen Holmes,
County Commissioner, Precinct 3
9850-A Emmett Lowry Expressway, Suite A-100
Texas City, Texas 77591
409-770-5806
Expiration: 2014

Honorable Ken Clark
County Commissioner, Precinct 4
174 Calder Road, Suite 112
League City, Texas 77573
281 316-8745
Expiration: 2014

QUALIFICATION STATEMENT

Provide a brief history and description of your organization below. The organizational description should not exceed this page. Include the following: (When was your organization founded? How is your organization governed and managed? Describe the experience of your staff in delivering services, including their credentials. Tell us anything else you would like us to know about your organization that is relevant to your proposal.)

In 1976, Galveston County established the Senior Citizens program to serve adults who are at least 60 years of age and older under the Community Services Department of the County. Then in 2003, the Senior Citizens program merged with the Galveston County Department of Parks & Senior Services. Three funding sources (e.g. federal, state and local) create the basis, which supports the senior services program. The federal and state support, through the Older Americans Act, Title III programs has been a traditional source of funding through the decades. In 2008 we became a recipient of the Texans Feeding Texans Grant through the State Department of Agriculture and continue receiving this funding. We rely on civic groups, businesses and program donations to enhance and ensure the programs' success.

We provide (3) reimbursable services, Congregate Meals, Home Delivered Meals, and Transportation service. In addition we provide the information and referral, education and fitness, recreation and many other activities to the seniors we serve in the community centers and those who are homebound in the community.

Kelly Snook is the Director of the Parks and Senior Services Department.

Our staff consists of 21 employees, who are highly trained and qualified for various diverse job responsibilities. We are very fortunate to be supported by the County to the extent that we are. In 2006 we became accredited by NCOA/NISC for our senior programming at our (4) community centers for a five year period. In 2001 we were reaccredited by NCOA/NISC for our (3) community centers for a five year period for the exception of Galveston Community Center (closed since Hurricane Ike 2008).

We have an excellent reputation for providing senior services in Galveston County. Our audits by various funding sources and in the internal and external county auditors have shown no reportable conditions or findings. Our division has consistently proven its ability to provide services contracted/vended for. In fact we often provide additional services when requested.

Galv Cnty Production

Transaction Details
10/1/2012 - 5/31/2013

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount	Object Desc.
2923451184-5120001	02/15/2013	JE00035496	2013	J130667	JE			N/A..N/A	Rcls PP#4'13 PY posting	1,377.64	Temporary Help
	02/27/2013	01005RN	2013			3		N/A..N/A	Temporary Help	1,366.02	GRS.
	03/13/2013	01006RN	2013			3		N/A..N/A	Temporary Help	1,488.03	GRS.
	03/27/2013	01007RN	2013			3		N/A..N/A	Temporary Help	657.20	GRS.
	04/10/2013	01008RN	2013			3		N/A..N/A	Temporary Help	591.48	GRS.
	04/24/2013	01009RN	2013			3		N/A..N/A	Temporary Help	657.20	GRS.
	05/08/2013	01010RN	2013			3		N/A..N/A	Temporary Help	1,141.89	GRS.
	05/22/2013	01011RN	2013			3		N/A..N/A	Temporary Help	624.34	GRS.

Object 5120001 Total: 7,903.80
Net EN: 0.00
Object Total with EN: 7,903.80

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount	Object Desc.
2923451184-5152102	02/15/2013	JE00035496	2013	J130667	JE			N/A..N/A	Rcls PP#4'13 PY posting	19.98	Medicare FICA Payments
	02/27/2013	01005RN	2013			2		N/A..N/A	Medicare FICA	19.81	
	03/13/2013	01006RN	2013			2		N/A..N/A	Medicare FICA	21.58	
	03/27/2013	01007RN	2013			2		N/A..N/A	Medicare FICA	9.53	
	04/10/2013	01008RN	2013			2		N/A..N/A	Medicare FICA	8.58	
	04/24/2013	01009RN	2013			2		N/A..N/A	Medicare FICA	9.53	
	05/08/2013	01010RN	2013			2		N/A..N/A	Medicare FICA	16.55	
	05/22/2013	01011RN	2013			2		N/A..N/A	Medicare FICA	9.05	

Object 5152102 Total: 114.61
Net EN: 0.00
Object Total with EN: 114.61

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
2923451184-5154112	JE00035496	2013		J130667	JE			N/A..N/A	Rcls PP#4'13 PY posting	18.87
	01005RN	2013			2			N/A..N/A	Alt Pln- OBRA 90	18.71
	01006RN	2013			2			N/A..N/A	Alt Pln- OBRA 90	20.38
	01007RN	2013			2			N/A..N/A	Alt Pln- OBRA 90	9.00
	01008RN	2013			2			N/A..N/A	Alt Pln- OBRA 90	8.10
	01009RN	2013			2			N/A..N/A	Alt Pln- OBRA 90	9.00
	01010RN	2013			2			N/A..N/A	Alt Pln- OBRA 90	15.65
	01011RN	2013			2			N/A..N/A	Alt Pln- OBRA 90	8.55

Object Desc.
Alternate Plan-OBRA 90

Object 5154112 Total:

Object Total: 108.26
Net EN: 0.00
Object Total with EN: 108.26

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
2923451184-5155000	JE00035496	2013		J130667	JE			N/A..N/A	Rcls PP#4'13 PY posting	6.75
	01005RN	2013			2			N/A..N/A	Unemploy Benefit	6.69
	01006RN	2013			2			N/A..N/A	Unemploy Benefit	7.29
	01007RN	2013			2			N/A..N/A	Unemploy Benefit	3.22
	01008RN	2013			2			N/A..N/A	Unemploy Benefit	2.90
	01009RN	2013			2			N/A..N/A	Unemploy Benefit	3.22
	01010RN	2013			2			N/A..N/A	Unemploy Benefit	5.60
	01011RN	2013			2			N/A..N/A	Unemploy Benefit	3.06

Object Desc.
Unemployment Benefits

Object 5155000 Total:

Object Total: 38.73
Net EN: 0.00
Object Total with EN: 38.73

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
2923451184-5314104	C305120	2013	IVC00000017	H211040	OH		00365421	703768	VALLEY SERVICES FOOD HOT MEALS	492.96
	C305120	2013	IVC00000017	H211039	OH		00365421	703768	VALLEY SERVICES FOOD HOT MEALS	388.68
	C305120	2013	IVC00000017	H211041	OH		00365421	703768	VALLEY SERVICES FOOD HOT MEALS	502.44
	C305120	2013	IVC00000017	H211043	OH		00365421	703768	VALLEY SERVICES FOOD HOT MEALS	79.00
	C305120	2013	IVC00000017	H211042	OH		00365421	703768	VALLEY SERVICES FOOD HOT MEALS	534.04
	C305120	2013	IVC00000017	H213357	OH		00366805	703768	VALLEY SERVICES FOOD HOT MEALS	474.00
	C305120	2013	IVC00000017	H213356	OH		00366805	703768	VALLEY SERVICES FOOD HOT MEALS	385.52
	C305120	2013	IVC00000017	H213358	OH		00366805	703768	VALLEY SERVICES FOOD HOT MEALS	467.68
	C305120	2013	IVC00000017	H213360	OH		00366805	703768	VALLEY SERVICES FOOD HOT MEALS	79.00
	C305120	2013	IVC00000017	H213359	OH		00366805	703768	VALLEY SERVICES FOOD HOT MEALS	464.52
	C305120	2013	IVC00000017	H215740	OH		00367753	703768	VALLEY SERVICES FOOD HOT MEALS	471.87
	C305120	2013	IVC00000017	H215739	OH		00367753	703768	VALLEY SERVICES FOOD HOT MEALS	170.64
	C305120	2013	IVC00000017	H215741	OH		00367753	703768	VALLEY SERVICES FOOD HOT MEALS	442.40
	C305120	2013	IVC00000017	H215743	OH		00367753	703768	VALLEY SERVICES FOOD HOT MEALS	474.00
	C305120	2013	IVC00000017	H215742	OH		00367753	703768	VALLEY SERVICES FOOD HOT MEALS	470.84

Object Desc.
Hot Meals

Object 5314104 Total: 5,897.59
Net EN: 0.00
Object Total with EN: 5,897.59

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
2923451184-5314105	C305120	2013	IVC00000017	H211035	OH		00365421	703768	VALLEY SERVICES FOOD-FROZEN-TD	779.22
	C305120	2013	IVC00000017	H211034	OH		00365421	703768	VALLEY SERVICES FOOD-FROZEN-TD	639.36
	C305120	2013	IVC00000017	H211036	OH		00365421	703768	VALLEY SERVICES FOOD-FROZEN-TD	799.20
	C305120	2013	IVC00000017	H211038	OH		00365421	703768	VALLEY SERVICES FOOD-FROZEN-TD	109.89
	C305120	2013	IVC00000017	H211037	OH		00365421	703768	VALLEY SERVICES FOOD-FROZEN-TD	829.17
	C305120	2013	IVC00000017	H213365	OH		00366805	703768	VALLEY SERVICES FOOD-FROZEN-TD	759.24

Object Desc.
Chilled / Frozen Meals

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
04/11/2013	C305120	2013	IVC000000170H213364	OH		00366805	703768		VALLEY SERVICES FOOD-FROZEN-TD	809.19
04/11/2013	C305120	2013	IVC000000170H213366	OH		00366805	703768		VALLEY SERVICES FOOD-FROZEN-TD	739.26
04/11/2013	C305120	2013	IVC000000170H213368	OH		00366805	703768		VALLEY SERVICES FOOD-FROZEN-TD	99.90
04/11/2013	C305120	2013	IVC000000170H213367	OH		00366805	703768		VALLEY SERVICES FOOD-FROZEN-TD	739.26
05/10/2013	C305120	2013	IVC000000170H215745	OH		00367753	703768		VALLEY SERVICES FOOD-FROZEN-TD	649.35
05/10/2013	C305120	2013	IVC000000170H215744	OH		00367753	703768		VALLEY SERVICES FOOD-FROZEN-TD	179.82
05/10/2013	C305120	2013	IVC000000170H215746	OH		00367753	703768		VALLEY SERVICES FOOD-FROZEN-TD	709.29
05/10/2013	C305120	2013	IVC000000170H215748	OH		00367753	703768		VALLEY SERVICES FOOD-FROZEN-TD	749.25
05/10/2013	C305120	2013	IVC000000170H215747	OH		00367753	703768		VALLEY SERVICES FOOD-FROZEN-TD	809.19

Object 5314105 Total:

Object Total: 9,400.59
Net EN: 0.00
Object Total with EN: 9,400.59

Account Number
 2923451184-5314106

Org Key Title
 Texas Feeding Texans

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
03/18/2013	C305121	2013	314131	OH211746	OH		00365511	'07222	CPI FOODS INC. FOOD SHELF STAB	66.00
05/10/2013	C305121	2013	58135	OH215818	OH		00367546	'07222	CPI FOODS INC. FOOD SHELF STAB	462.00
05/10/2013	C305121	2013	58132	OH215820	OH		00367546	'07222	CPI FOODS INC. FOOD SHELF STAB	605.00

Object 5314106 Total:

Object Total: 1,133.00
Net EN: 0.00
Object Total with EN: 1,133.00

Org Key 2923451184 Total:

Total DR Transactions: 24,596.58
Total CR Transactions: 0.00
Net (DR - CR): 24,596.58

Total Key EN: 0.00

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
2923451185-5120001	FYE G4	2013		JEBFG47J	JE			N/A..N/A	5/BAL FWD "ODD" GRANT EXPENDS	20,367.52
	01021RN	2013			3			N/A..N/A	Temporary Help	1,418.25
	RV13	2013		P1321RNA	JE			N/A..N/A	Rv Acr'd Wages FY 2012	-283.65
	01022RN	2013			3			N/A..N/A	Temporary Help	1,118.72
	JE0034982A2013	2013		J130186A	JE			N/A..N/A	Rcls xp to corr obj code	71.20
	01023RN	2013			3			N/A..N/A	Temporary Help	1,325.48
	01024RN	2013			3			N/A..N/A	Temporary Help	604.24
	01025RN	2013			3			N/A..N/A	Temporary Help	511.28
	01026RN	2013			3			N/A..N/A	Temporary Help	927.22
	01001RN	2013			3			N/A..N/A	Temporary Help	1,354.40
	01002RN	2013			3			N/A..N/A	Temporary Help	1,470.60
	01003RN	2013			3			N/A..N/A	Temporary Help	1,242.20
	JE0035410A2013	2013		J130583A	JE			N/A..N/A	Rcls PY xp	241.04
	01004RN	2013			3			N/A..N/A	Temporary Help	1,377.64
	JE000354962013	2013		J130667	JE			N/A..N/A	Rcls PP#4'13 PY posting	-1,377.64
	01011RN	2013			3			N/A..N/A	Temporary Help	624.34

Object 5120001 Total: Object Total: 30,992.84
 Net EN: 0.00
Object Total with EN: 30,992.84

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
2923451185-5152102	01021RN	2013			2			N/A..N/A	Medicare FICA	20.56
	RV13	2013		P1321RNA	JE			N/A..N/A	Rv Acr'd Wages FY 2012	-4.11
	01022RN	2013			2			N/A..N/A	Medicare FICA	16.22
	JE0034982A2013	2013		J130186A	JE			N/A..N/A	Rcls xp to corr obj code	-32.67
	01023RN	2013			2			N/A..N/A	Medicare FICA	19.22

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
11/21/2012	01024RN	2013			2			N/A..N/A	Medicare FICA	8.76
12/05/2012	01025RN	2013			2			N/A..N/A	Medicare FICA	7.41
12/19/2012	01026RN	2013			2			N/A..N/A	Medicare FICA	13.45
01/02/2013	01001RN	2013			2			N/A..N/A	Medicare FICA	19.64
01/26/2013	01002RN	2013			2			N/A..N/A	Medicare FICA	21.32
01/30/2013	01003RN	2013			2			N/A..N/A	Medicare FICA	18.02
01/31/2013	JE0035410A2013			J130583A	JE			N/A..N/A	Rcls PY xp	-107.82
02/13/2013	01004RN	2013			2			N/A..N/A	Medicare FICA	19.98
02/15/2013	JE000354962013			J130667	JE			N/A..N/A	Rcls PP#4'13 PY posting	-19.98
05/22/2013	01011RN	2013			2			N/A..N/A	Medicare FICA	9.05

Object 5152102 Total: Object Total: 9.05
 Net EN: 0.00
 Object Total with EN: 9.05

Account Number	Org Key Title	Object Desc.
2923451185-5154112	Texas Feeding Texans	Alternate Plan-OBRA 90

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Object 5154112 Total:

Object Total: 8.55
 Net EN: 0.00
 Object Total with EN: 8.55

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
2923451185-5155000	01021RN	2013			2			N/A..N/A	Unemploy Benefit	4.82
	RV13	2013		P1321RNA	JE			N/A..N/A	Rv Acr'd Wages FY 2012	-0.96
	01022RN	2013			2			N/A..N/A	Unemploy Benefit	3.80
	JE0034982A	2013		J130186A	JE			N/A..N/A	Rcls xp to corr obj code	-7.66
	01023RN	2013			2			N/A..N/A	Unemploy Benefit	4.50
	01024RN	2013			2			N/A..N/A	Unemploy Benefit	2.05
	01025RN	2013			2			N/A..N/A	Unemploy Benefit	1.74
	01026RN	2013			2			N/A..N/A	Unemploy Benefit	3.15
	01001RN	2013			2			N/A..N/A	Unemploy Benefit	6.64
	01002RN	2013			2			N/A..N/A	Unemploy Benefit	7.21
	01003RN	2013			2			N/A..N/A	Unemploy Benefit	6.09
	JE0035410A	2013		J130583A	JE			N/A..N/A	Rcls PY xp	-31.38
	01004RN	2013			2			N/A..N/A	Unemploy Benefit	6.75
	JE00035496	2013		J130667	JE			N/A..N/A	Rcls PP#4'13 PY posting	-6.75
	01011RN	2013			2			N/A..N/A	Unemploy Benefit	3.06

Object 5155000 Total:

Object Total: 3.06
 Net EN: 0.00
 Object Total with EN: 3.06

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
2923451185-5314103	FYE G4	2013		JEBFG47J	JE			N/A..N/A	5)BAL FWD "ODD" GRANT EXPENDS	61,200.18

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

11/15/2012	C209096	2012171902	OH202873	OH	00361973	703768	VALLEY SERVICES TEXANS FEEDING	322.32
11/15/2012	C209096	2012171495	OH202874	OH	00361973	703768	VALLEY SERVICES TEXANS FEEDING	779.22
11/15/2012	C209096	2012171493	OH202875	OH	00361973	703768	VALLEY SERVICES TEXANS FEEDING	534.04
11/15/2012	C209096	2012171906	OH202872	OH	00361973	703768	VALLEY SERVICES TEXANS FEEDING	439.56
11/15/2012	C209096	20121VC171297	OH202876	OH	00361973	703768	VALLEY SERVICES TEXANS FEEDING	859.14
11/15/2012	C209096	20121VC170755	OH202881	OH	00361973	703768	VALLEY SERVICES TEXANS FEEDING	549.12
11/15/2012	C209096	20121VC171295	OH202877	OH	00361973	703768	VALLEY SERVICES TEXANS FEEDING	534.04
11/15/2012	C209096	20121VC170965	OH202878	OH	00361973	703768	VALLEY SERVICES TEXANS FEEDING	952.38
11/15/2012	C209096	20121VC170963	OH202879	OH	00361973	703768	VALLEY SERVICES TEXANS FEEDING	562.48
11/15/2012	C209096	20121VC170757	OH202880	OH	00361973	703768	VALLEY SERVICES TEXANS FEEDING	846.24
12/10/2012	C209096	20121VC172652	OH204698	OH	00362637	703768	VALLEY SERVICES TEXANS FEEDING	325.48
12/10/2012	C209096	20121VC172421	OH204699	OH	00362637	703768	VALLEY SERVICES TEXANS FEEDING	559.17
12/10/2012	C209096	20121VC172423	OH204700	OH	00362637	703768	VALLEY SERVICES TEXANS FEEDING	669.33
12/10/2012	C209096	20121VC172182	OH204701	OH	00362637	703768	VALLEY SERVICES TEXANS FEEDING	534.04
12/10/2012	C209096	20121VC172184	OH204702	OH	00362637	703768	VALLEY SERVICES TEXANS FEEDING	859.14
12/10/2012	C209096	20121VC171907	OH204703	OH	00362637	703768	VALLEY SERVICES TEXANS FEEDING	429.57
12/10/2012	C209096	20121VC171903	OH204704	OH	00362637	703768	VALLEY SERVICES TEXANS FEEDING	221.20
12/10/2012	C209096	20121VC172980	OH204707	OH	00362637	703768	VALLEY SERVICES TEXANS FEEDING	518.24
12/10/2012	C209096	20121VC172654	OH204697	OH	00362637	703768	VALLEY SERVICES TEXANS FEEDING	459.54
12/10/2012	C209096	20121VC172982	OH204708	OH	00362637	703768	VALLEY SERVICES TEXANS FEEDING	799.20
12/18/2012	C302382	20131281296	OH203433	OH	00362752	707222	CPI FOODS INC. DISTRIBUTE SHEL	385.00
01/31/2013	JE000354102013	J130583	J130583	JE	N/A..N/A	N/A..N/A	Accrue Dec'12 invs pd 2/13	4,394.03
01/31/2013	JE0035494A2013	J130663A	J130663A	JE	N/A..N/A	N/A..N/A	Accrue IVC169627 -TFT	74.29
01/31/2013	JE000354942013	J130663	J130663	JE	N/A..N/A	N/A..N/A	Accrue Jan'13 inv TFT	3,446.82
02/01/2013	C209096	20121VC173984	OH208267	OH	00364289	703768	VALLEY SERVICES TEXANS FEEDING	649.35
02/01/2013	C209096	20121VC173703	OH208268	OH	00364289	703768	VALLEY SERVICES TEXANS FEEDING	849.15
02/01/2013	C209096	20121VC173464	OH208269	OH	00364289	703768	VALLEY SERVICES TEXANS FEEDING	829.17
02/01/2013	C209096	20121VC173462	OH208270	OH	00364289	703768	VALLEY SERVICES TEXANS FEEDING	524.56
02/01/2013	C209096	20121VC173224	OH208271	OH	00364289	703768	VALLEY SERVICES TEXANS FEEDING	699.30
02/01/2013	C209096	20121VC173982	OH208266	OH	00364289	703768	VALLEY SERVICES TEXANS FEEDING	327.42
02/01/2013	C209096	20121VC173222	OH208272	OH	00364289	703768	VALLEY SERVICES TEXANS FEEDING	515.08
02/01/2013	JE0035410R2013	J130583R	J130583R	JE	N/A..N/A	N/A..N/A	Rvsl accr @1/31/13	-4,394.03
02/14/2013	C209096	20121VC000000170H209113	OH209113	OH	00364651	703768	VALLEY SERVICES TEXANS FEEDING	689.31
02/14/2013	C209096	20121VC000000170H209114	OH209114	OH	00364651	703768	VALLEY SERVICES TEXANS FEEDING	496.12

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

02/14/2013	C209096	20121VC000000170H209115	OH	00364651	703768	VALLEY SERVICES TEXANS FEEDING	333.54
02/14/2013	C209096	20121VC000000170H209112	OH	00364651	703768	VALLEY SERVICES TEXANS FEEDING	499.28
02/14/2013	C209096	20121VC000000170H209116	OH	00364651	703768	VALLEY SERVICES TEXANS FEEDING	639.36
02/14/2013	JE0035494R2013	J130663R	JE	N/A..N/A	Rvsl accrual TFT		-3,446.82
02/14/2013	C209096	20121VC000000170H209117	OH	00364651	703768	VALLEY SERVICES TEXANS FEEDING	789.21
02/21/2013	C209096	20121VC000000160H208665	OH	00364905	703768	VALLEY SERVICES TEXANS FEEDING	74.29
02/21/2013	JE035494R12013	J130663R1	JE	N/A..N/A	Rvsl accr1 IVC169627		-74.29

Object 5314103 Total:

Object Total: 81,253.77
Net EN: 0.00
Object Total with EN: 81,253.77

Org Key 2923451185 Total:

Total DR Transactions: 122,210.50
Total CR Transactions: 9,943.23
Net (DR - CR): 112,267.27

Total Key EN: 0.00

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Account Number	Org Key Title	Object Desc.
2921451121-5100000	Congregate Meals	Salaries

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
01/31/2013	JE00035459	2013		J130635	JE			N/A..N/A	Rcls Belcher's PY Xp-451121	12,763.89
02/20/2013	JE00035524	2013		J130693	JE			N/A..N/A	Rcls Belchers PP#4'13-**21	1,451.21
02/27/2013	01005RN	2013			3			N/A..N/A	Salaries GRS.	1,451.21
03/13/2013	01006RN	2013			3			N/A..N/A	Salaries GRS.	1,451.21
03/27/2013	01007RN	2013			3			N/A..N/A	Salaries GRS.	1,451.21
04/10/2013	01008RN	2013			3			N/A..N/A	Salaries GRS.	1,451.21
04/24/2013	01009RN	2013			3			N/A..N/A	Salaries GRS.	1,451.21
05/08/2013	01010RN	2013			3			N/A..N/A	Salaries GRS.	1,451.21
05/22/2013	01011RN	2013			3			N/A..N/A	Salaries GRS.	1,451.21

Object 5100000 Total:

Object Total: 24,373.57
Net EN: 0.00
Object Total with EN: 24,373.57

Account Number	Org Key Title	Object Desc.
2921451121-5151000	Congregate Meals	Group Health Insurance

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
01/31/2013	JE00035459	2013		J130635	JE			N/A..N/A	Rcls Belcher's PY Xp-451121	2,002.33
02/20/2013	JE00035524	2013		J130693	JE			N/A..N/A	Rcls Belchers PP#4'13-**21	318.56

Object 5151000 Total:

Object Total: 2,320.89
Net EN: 0.00
Object Total with EN: 2,320.89

Account Number	Org Key Title	Object Desc.
2921451121-5152102	Congregate Meals	Medicare FICA Payments

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
01/31/2013	JE00035459	2013		J130635	JE			N/A..N/A	Rcls Belcher's PY Xp-451121	187.97

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
02/20/2013	JE00035524	2013	J130693	J130635	JE			N/A..N/A	Rcls Belchers PP#4'13-**21	21.04
02/27/2013	01005RN	2013			JE			N/A..N/A	Medicare FICA	21.25
03/13/2013	01006RN	2013			2			N/A..N/A	Medicare FICA	21.38
03/27/2013	01007RN	2013			2			N/A..N/A	Medicare FICA	21.38
04/10/2013	01008RN	2013			2			N/A..N/A	Medicare FICA	21.38
04/24/2013	01009RN	2013			2			N/A..N/A	Medicare FICA	21.38
05/08/2013	01010RN	2013			2			N/A..N/A	Medicare FICA	21.38
05/22/2013	01011RN	2013			2			N/A..N/A	Medicare FICA	21.35

Object 5152102 Total: Object Total: 358.51
 Net EN: 0.00
 Object Total with EN: 358.51

Account Number
 2921451121-5153000

Org Key Title
 Congregate Meals

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
01/31/2013	JE00035459	2013	J130635	J130635	JE			N/A..N/A	Rcls Belcher's PY Xp-451121	1,279.22
02/20/2013	JE00035524	2013	J130693	J130635	JE			N/A..N/A	Rcls Belchers PP#4'13-**21	152.23
02/27/2013	01005RN	2013			2			N/A..N/A	Pension	152.23
03/13/2013	01006RN	2013			2			N/A..N/A	Pension	152.23
03/27/2013	01007RN	2013			2			N/A..N/A	Pension	152.23
04/10/2013	01008RN	2013			2			N/A..N/A	Pension	152.23
04/24/2013	01009RN	2013			2			N/A..N/A	Pension	152.23
05/08/2013	01010RN	2013			2			N/A..N/A	Pension	152.23
05/22/2013	01011RN	2013			2			N/A..N/A	Pension	152.23

Object 5153000 Total: Object Total: 2,497.06
 Net EN: 0.00
 Object Total with EN: 2,497.06

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
01/31/2013	JE00035459	2013		J130635	JE			N/A..N/A	Rols Belcher's PY Xp-451121	1,118.76
02/20/2013	JE00035524	2013		J130693	JE			N/A..N/A	Rols Belchers PP#4'13-.**21	127.20
02/27/2013	01005RN	2013			2			N/A..N/A	Alternate Plan	127.20
03/13/2013	01006RN	2013			2			N/A..N/A	Alternate Plan	127.20
03/27/2013	01007RN	2013			2			N/A..N/A	Alternate Plan	127.20
04/10/2013	01008RN	2013			2			N/A..N/A	Alternate Plan	127.20
04/24/2013	01009RN	2013			2			N/A..N/A	Alternate Plan	127.20
05/08/2013	01010RN	2013			2			N/A..N/A	Alternate Plan	127.20
05/22/2013	01011RN	2013			2			N/A..N/A	Alternate Plan	127.20

Object Desc.
Alternate Plan

Object 5154000 Total:

Object Total: 2,136.36
Net EN: 0.00
Object Total with EN: 2,136.36

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
01/31/2013	JE00035457	2013		J130631	JE			N/A..N/A	Rcls Valley Oct/Nov Inv	12,706.86
01/31/2013	JE00035457	2013		J130631	JE			N/A..N/A	Rcls Valley Oct/Nov Inv	417.12
01/31/2013	JE00035475	2013		J130642	JE			N/A..N/A	Rcls var SenGF Inv to Grt 2921	47.40
01/31/2013	JE00035475	2013		J130642	JE			N/A..N/A	Rcls var SenGF Inv to Grt 2921	1,896.00
02/14/2013	C304458	2013	IVC00000017	DH209049	OH		00364651	703768	VALLEY SERVICES PURCHASE CONGR	946.95
02/14/2013	C304458	2013	IVC00000017	DH209051	OH		00364651	703768	VALLEY SERVICES PURCHASE CONGR	1,396.72
02/14/2013	C304458	2013	IVC00000017	DH209051	OH		00364651	703768	VALLEY SERVICES PURCHASE CONGR	432.92
02/14/2013	C304458	2013	IVC00000017	DH209053	OH		00364651	703768	VALLEY SERVICES PURCHASE CONGR	1,567.36
02/14/2013	C304458	2013	IVC00000017	DH209046	OH		00364651	703768	VALLEY SERVICES PURCHASE CONGR	98.10
02/14/2013	C304458	2013	IVC00000017	DH209053	OH		00364651	703768	VALLEY SERVICES PURCHASE CONGR	334.96
02/14/2013	C304458	2013	IVC00000017	DH209054	OH		00364651	703768	VALLEY SERVICES PURCHASE CONGR	1,854.92
02/22/2013	C304458	2013	IVC00000017	DH209941	OH		00364905	703768	VALLEY SERVICES PURCHASE CONGR	271.76

Object Desc.
Hot Meals

Galv Cnty Production

Transaction Details

10/1/2012 - 5/31/2013

02/22/2013	C304458	2013IVC000000170H2209942	OH	00364905	703768	VALLEY SERVICES PURCHASE CONGR	1,640.04
02/22/2013	C304458	2013IVC000000170H2209941	OH	00364905	703768	VALLEY SERVICES PURCHASE CONGR	1,267.16
02/22/2013	C304458	2013IVC000000170H2209942	OH	00364905	703768	VALLEY SERVICES PURCHASE CONGR	164.32
02/22/2013	C304458	2013IVC000000170H2209944	OH	00364905	703768	VALLEY SERVICES PURCHASE CONGR	32.70
02/22/2013	C304458	2013IVC000000170H2209943	OH	00364905	703768	VALLEY SERVICES PURCHASE CONGR	1,864.40
02/22/2013	C304458	2013IVC000000170H2209943	OH	00364905	703768	VALLEY SERVICES PURCHASE CONGR	47.40
02/22/2013	C304458	2013IVC000000170H2209944	OH	00364905	703768	VALLEY SERVICES PURCHASE CONGR	1,124.88
03/08/2013	C304458	2013IVC000000170H211054	OH	00365421	703768	VALLEY SERVICES PURCHASE CONGR	1,703.24
03/08/2013	C304458	2013IVC000000170H211055	OH	00365421	703768	VALLEY SERVICES PURCHASE CONGR	1,880.20
03/08/2013	C304458	2013IVC000000170H211055	OH	00365421	703768	VALLEY SERVICES PURCHASE CONGR	170.64
03/08/2013	C304458	2013IVC000000170H211046	OH	00365421	703768	VALLEY SERVICES PURCHASE CONGR	1,788.56
03/08/2013	C304458	2013IVC000000170H211056	OH	00365421	703768	VALLEY SERVICES PURCHASE CONGR	1,807.52
03/08/2013	C304458	2013IVC000000170H211058	OH	00365421	703768	VALLEY SERVICES PURCHASE CONGR	293.88
03/08/2013	C304458	2013IVC000000170H211056	OH	00365421	703768	VALLEY SERVICES PURCHASE CONGR	287.56
03/08/2013	C304458	2013IVC000000170H211057	OH	00365421	703768	VALLEY SERVICES PURCHASE CONGR	1,706.40
03/08/2013	C304458	2013IVC000000170H211057	OH	00365421	703768	VALLEY SERVICES PURCHASE CONGR	195.92
04/09/2013	C304458	2013IVC000000170H213379	OH	00366805	703768	VALLEY SERVICES PURCHASE CONGR	189.60
04/09/2013	C304458	2013IVC000000170H213380	OH	00366805	703768	VALLEY SERVICES PURCHASE CONGR	1,719.04
04/09/2013	C304458	2013IVC000000170H213380	OH	00366805	703768	VALLEY SERVICES PURCHASE CONGR	581.44
04/09/2013	C304458	2013IVC000000170H213381	OH	00366805	703768	VALLEY SERVICES PURCHASE CONGR	1,952.88
04/09/2013	C304458	2013IVC000000170H213381	OH	00366805	703768	VALLEY SERVICES PURCHASE CONGR	186.44
04/09/2013	C304458	2013IVC000000170H213382	OH	00366805	703768	VALLEY SERVICES PURCHASE CONGR	1,905.48
04/09/2013	C304458	2013IVC000000170H213382	OH	00366805	703768	VALLEY SERVICES PURCHASE CONGR	195.92
04/09/2013	C304458	2013IVC000000170H213383	OH	00366805	703768	VALLEY SERVICES PURCHASE CONGR	205.40
04/09/2013	C304458	2013IVC000000170H213379	OH	00366805	703768	VALLEY SERVICES PURCHASE CONGR	1,709.56
04/09/2013	C304458	2013IVC000000170H213383	OH	00366805	703768	VALLEY SERVICES PURCHASE CONGR	107.44
05/14/2013	C304458	2013IVC000000170H215886	OH	00367940	703768	VALLEY SERVICES PURCHASE CONGR	195.92
05/14/2013	C304458	2013IVC000000170H215887	OH	00367940	703768	VALLEY SERVICES PURCHASE CONGR	4,420.17
05/14/2013	C304458	2013IVC000000170H215888	OH	00367940	703768	VALLEY SERVICES PURCHASE CONGR	1,598.96
05/14/2013	C304458	2013IVC000000170H215886	OH	00367940	703768	VALLEY SERVICES PURCHASE CONGR	682.56
05/14/2013	C304458	2013IVC000000170H215888	OH	00367940	703768	VALLEY SERVICES PURCHASE CONGR	458.20
05/14/2013	C304458	2013IVC000000170H215890	OH	00367940	703768	VALLEY SERVICES PURCHASE CONGR	176.96
05/14/2013	C304458	2013IVC000000170H215889	OH	00367940	703768	VALLEY SERVICES PURCHASE CONGR	2,006.60
05/14/2013	C304458	2013IVC000000170H215889	OH	00367940	703768	VALLEY SERVICES PURCHASE CONGR	47.40

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

05/14/2013 C304458 2013IVC000000170DH215890 OH 00367940 703768 VALLEY SERVICES PURCHASE CONGR 2,060.32

Object 5314104 Total:

Object Total: 58,346.18
Net EN: 0.00
Object Total with EN: 58,346.18

Account Number
2921451121-5314106

Org Key Title
Congregate Meals

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
01/31/2013	JE00035457	2013		J130631	JE			N/A..N/A	Rols Valley Oct/Nov Inv	1,688.50
01/31/2013	JE00035475	2013		J130642	JE			N/A..N/A	Rols var SenGF Inv to Grt 2921	6,226.00
03/14/2013	C304472	2013	191311	010910H210828	OH		00365511	'07222	CPI FOODS INC. PURCHASE SHELF	319.00
04/02/2013	C304472	2013	314133	OH212757	OH		00366414	'07222	CPI FOODS INC. PURCHASE SHELF	528.00
05/10/2013	C304472	2013	58133	OH215816	OH		00367546	'07222	CPI FOODS INC. PURCHASE SHELF	4,092.00

Object 5314106 Total:

Object Total: 12,853.50
Net EN: 0.00
Object Total with EN: 12,853.50

Account Number
2921451121-5493100

Org Key Title
Congregate Meals

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
05/07/2013	C307168	2013	430661	043010H215337	OH		00000588	071118	GALVESTON NEWSP 4/18/13 Non-Pr	165.00

Object 5493100 Total:

Object Total: 165.00
Net EN: 0.00
Object Total with EN: 165.00

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Org Key 2921451121 Total:

Total DR Transactions: 103,051.07
Total CR Transactions: 0.00
Net (DR - CR): 103,051.07

Total Key EN: 0.00

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount	Object Desc.
2921451131-510000	JE00035459	2013		J130635	JE			N/A..N/A	Rcls bal HDM-56 PY Xp-451131	20,240.35	Salaries
	JE00035459	2013		J130635	JE			N/A..N/A	Rcls % bal **52-451131	6,041.16	
	JE00035524	2013		J130693	JE			N/A..N/A	Rcls Evans/Smith-PP#4-451131	1,953.09	
	JE00035524	2013		J130693	JE			N/A..N/A	Rcls PP#4 other/56-**31	1,949.33	
	01005RN	2013	3					N/A..N/A	Salaries GRS.	2,453.72	
	01006RN	2013	3					N/A..N/A	Salaries GRS.	2,453.72	
	01007RN	2013	3					N/A..N/A	Salaries GRS.	2,453.72	
	01008RN	2013	3					N/A..N/A	Salaries GRS.	2,593.28	
	01009RN	2013	3					N/A..N/A	Salaries GRS.	3,849.41	
	01010RN	2013	3					N/A..N/A	Salaries GRS.	3,849.41	
	01011RN	2013	3					N/A..N/A	Salaries GRS.	3,849.41	

Object 5100000 Total:

Object Total: 51,686.60
Net EN: 0.00
Object Total with EN: 51,686.60

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount	Object Desc.
2921451131-5151000	JE00035459	2013		J130635	JE			N/A..N/A	Rcls bal HDM-56 PY Xp-451131	3,876.07	Group Health Insurance
	JE00035459	2013		J130635	JE			N/A..N/A	Rcls % bal **52-451131	1,152.52	
	JE00035524	2013		J130693	JE			N/A..N/A	Rcls Evans/Smith-PP#4-451131	318.56	
	JE00035524	2013		J130693	JE			N/A..N/A	Rcls PP#4 other/56-**31	1,274.22	

Object 5151000 Total:

Object Total: 6,621.37
Net EN: 0.00
Object Total with EN: 6,621.37

Galv Cnty Production

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Account Number	Org Key Title	Object Desc.								
2921451131-5152102	Home Delivered Meals	Medicare FICA Payments								
Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
01/31/2013	JE00035459	2013		J130635	JE			N/A..N/A	Rcls bal HDM-56 PY Xp-451131	295.64
01/31/2013	JE00035459	2013		J130635	JE			N/A..N/A	Rcls % bal **52-451131	143.81
02/20/2013	JE00035524	2013		J130693	JE			N/A..N/A	Rcls Evans/Smith-PP#4-451131	28.32
02/20/2013	JE00035524	2013		J130693	JE			N/A..N/A	Rcls PP#4 other/56-**31	28.74
02/27/2013	01005RN	2013			2			N/A..N/A	Medicare FICA	35.95
03/13/2013	01006RN	2013			2			N/A..N/A	Medicare FICA	35.95
03/27/2013	01007RN	2013			2			N/A..N/A	Medicare FICA	35.95
04/10/2013	01008RN	2013			2			N/A..N/A	Medicare FICA	38.00
04/24/2013	01009RN	2013			2			N/A..N/A	Medicare FICA	56.36
05/08/2013	01010RN	2013			2			N/A..N/A	Medicare FICA	56.35
05/22/2013	01011RN	2013			2			N/A..N/A	Medicare FICA	56.36

Object 5152102 Total: 811.43
 Net EN: 0.00
 Object Total with EN: 811.43

Account Number	Org Key Title	Object Desc.								
2921451131-5153000	Home Delivered Meals	Pension								
Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
01/31/2013	JE00035459	2013		J130635	JE			N/A..N/A	Rcls bal HDM-56 PY Xp-451131	2,031.11
01/31/2013	JE00035459	2013		J130635	JE			N/A..N/A	Rcls % bal **52-451131	606.49
02/20/2013	JE00035524	2013		J130693	JE			N/A..N/A	Rcls Evans/Smith-PP#4-451131	204.88
02/20/2013	JE00035524	2013		J130693	JE			N/A..N/A	Rcls PP#4 other/56-**31	204.48
02/27/2013	01005RN	2013			2			N/A..N/A	Pension	257.39
03/13/2013	01006RN	2013			2			N/A..N/A	Pension	257.39
03/27/2013	01007RN	2013			2			N/A..N/A	Pension	257.39
04/10/2013	01008RN	2013			2			N/A..N/A	Pension	272.03
04/24/2013	01009RN	2013			2			N/A..N/A	Pension	403.79
05/08/2013	01010RN	2013			2			N/A..N/A	Pension	403.80

User: PAZ, J - Jo Jo Paz
 Report: GLIQR - TR - Transaction Detail
 Page: 8
 Current Date: 08/07/2013
 Current Time: 12:26:48

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05/22/2013 01011RN 2013 2 N/A..N/A Pension 403.80

Object 5153000 Total: 5,302.55
 Net EN: 0.00
 Object Total with EN: 5,302.55

Account Number	Org Key Title	Object Desc.	Amount							
2921451131-5154000	Home Delivered Meals	Alternate Plan								
Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
01/31/2013	JE00035459	2013		J130635	JE			N/A..N/A	Rcls bal HDM-56 PY Xp-451131	1,773.88
01/31/2013	JE00035459	2013		J130635	JE			N/A..N/A	Rcls % bal **52-451131	529.63
02/20/2013	JE00035524	2013		J130693	JE			N/A..N/A	Rcls Evans/Smith-PP#4-451131	171.19
02/20/2013	JE00035524	2013		J130693	JE			N/A..N/A	Rcls PP#4 other/56-**31	170.86
02/27/2013	01005RN	2013			2			N/A..N/A	Alternate Plan	215.04
03/13/2013	01006RN	2013			2			N/A..N/A	Alternate Plan	215.05
03/27/2013	01007RN	2013			2			N/A..N/A	Alternate Plan	215.04
04/10/2013	01008RN	2013			2			N/A..N/A	Alternate Plan	227.29
04/24/2013	01009RN	2013			2			N/A..N/A	Alternate Plan	337.35
05/08/2013	01010RN	2013			2			N/A..N/A	Alternate Plan	337.37
05/22/2013	01011RN	2013			2			N/A..N/A	Alternate Plan	337.35

Object 5154000 Total: 4,530.05
 Net EN: 0.00
 Object Total with EN: 4,530.05

Account Number	Org Key Title	Object Desc.	Amount							
2921451131-5314104	Home Delivered Meals	Hot Meals								
Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
01/31/2013	JE00035457	2013		J130631	JE			N/A..N/A	Rcls Valley Oct/Nov Inv	21,063.53
01/31/2013	JE00035475	2013		J130642	JE			N/A..N/A	Rcls var SenGF Inv to Grt 2921	2,676.52
02/14/2013	C304456	2013	IVC00000017	0H209051	OH		00364651	703768	VALLEY SERVICES TO PURCHASE HO	2,644.92
02/14/2013	C304456	2013	IVC00000017	0H209053	OH		00364651	703768	VALLEY SERVICES TO PURCHASE HO	2,584.88

****Galv Cnty Production****

Transaction Details

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Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
02/14/2013	C304456	2013	IVC00000017	DH209049	OH		00364651	703768	VALLEY SERVICES TO PURCHASE HO	1,605.00
02/14/2013	C304456	2013	IVC00000017	DH209054	OH		00364651	703768	VALLEY SERVICES TO PURCHASE HO	2,607.00
02/22/2013	C304456	2013	IVC00000017	DH209942	OH		00364905	703768	VALLEY SERVICES TO PURCHASE HO	2,594.36
02/22/2013	C304456	2013	IVC00000017	DH209941	OH		00364905	703768	VALLEY SERVICES TO PURCHASE HO	1,946.56
02/22/2013	C304456	2013	IVC00000017	DH209943	OH		00364905	703768	VALLEY SERVICES TO PURCHASE HO	2,591.20
02/22/2013	C304456	2013	IVC00000017	DH209944	OH		00364905	703768	VALLEY SERVICES TO PURCHASE HO	1,595.76
02/26/2013	C304456	2013	BAL	OH209988	OH		00364905	703768	VALLEY SERVICES BALANCE OWED O	20.00
03/08/2013	C304456	2013	IVC00000017	DH211046	OH		00365421	703768	VALLEY SERVICES TO PURCHASE HO	2,129.84
03/08/2013	C304456	2013	IVC00000017	DH211054	OH		00365421	703768	VALLEY SERVICES TO PURCHASE HO	2,139.32
03/08/2013	C304456	2013	IVC00000017	DH211058	OH		00365421	703768	VALLEY SERVICES TO PURCHASE HO	391.84
03/08/2013	C304456	2013	IVC00000017	DH211055	OH		00365421	703768	VALLEY SERVICES TO PURCHASE HO	2,423.72
03/08/2013	C304456	2013	IVC00000017	DH211056	OH		00365421	703768	VALLEY SERVICES TO PURCHASE HO	2,556.44
03/08/2013	C304456	2013	IVC00000017	DH211057	OH		00365421	703768	VALLEY SERVICES TO PURCHASE HO	2,540.64
04/09/2013	C304456	2013	IVC00000017	DH213380	OH		00366805	703768	VALLEY SERVICES TO PURCHASE HO	2,452.16
04/09/2013	C304456	2013	IVC00000017	DH213381	OH		00366805	703768	VALLEY SERVICES TO PURCHASE HO	2,433.20
04/09/2013	C304456	2013	IVC00000017	DH213382	OH		00366805	703768	VALLEY SERVICES TO PURCHASE HO	2,531.16
04/09/2013	C304456	2013	IVC00000017	DH213379	OH		00366805	703768	VALLEY SERVICES TO PURCHASE HO	2,022.40
04/09/2013	C304456	2013	IVC00000017	DH213383	OH		00366805	703768	VALLEY SERVICES TO PURCHASE HO	417.12
05/14/2013	C304456	2013	IVC00000017	DH215886	OH		00367940	703768	VALLEY SERVICES TO PURCHASE HO	869.00
05/14/2013	C304456	2013	IVC00000017	DH215888	OH		00367940	703768	VALLEY SERVICES TO PURCHASE HO	2,430.04
05/14/2013	C304456	2013	IVC00000017	DH215890	OH		00367940	703768	VALLEY SERVICES TO PURCHASE HO	2,395.28
05/14/2013	C304456	2013	IVC00000017	DH215889	OH		00367940	703768	VALLEY SERVICES TO PURCHASE HO	2,347.88

Object 5314104 Total:

Object Total: 72,009.77
Net EN: 0.00
Object Total with EN: 72,009.77

Account Number
2921451131-5314105

Object Desc.
Chilled / Frozen Meals

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
01/31/2013	JE000354752013			J130631	JE			N/A..N/A	Rcls Valley Oct/Nov Inv	26,380.08
01/31/2013	JE000354752013			J130642	JE			N/A..N/A	Rcls var SenGF Inv to Grt 2921	3,856.14
01/31/2013	JE000354752013			J130642	JE			N/A..N/A	Rcls var SenGF Inv to Grt 2921	3,516.48

****Galv Cnty Production****

Transaction Details

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Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
02/14/2013	C304459	2013	IVC00000017	DH209050	OH		00364651	703768	VALLEY SERVICES PURCHASE FROZE	3,576.42
02/14/2013	C304459	2013	IVC00000017	DH209047	OH		00364651	703768	VALLEY SERVICES PURCHASE FROZE	2,887.11
02/14/2013	C304459	2013	IVC00000017	DH209052	OH		00364651	703768	VALLEY SERVICES PURCHASE FROZE	3,786.21
02/14/2013	C304459	2013	IVC00000017	DH209055	OH		00364651	703768	VALLEY SERVICES PURCHASE FROZE	3,546.45
02/22/2013	C304459	2013	IVC00000017	DH209937	OH		00364905	703768	VALLEY SERVICES PURCHASE FROZE	3,556.44
02/22/2013	C304459	2013	IVC00000017	DH209939	OH		00364905	703768	VALLEY SERVICES PURCHASE FROZE	3,796.20
02/22/2013	C304459	2013	IVC00000017	DH209945	OH		00364905	703768	VALLEY SERVICES PURCHASE FROZE	2,877.12
02/22/2013	C304459	2013	IVC00000017	DH209940	OH		00364905	703768	VALLEY SERVICES PURCHASE FROZE	3,086.91
03/08/2013	C304459	2013	IVC00000017	DH211049	OH		00365421	703768	VALLEY SERVICES PURCHASE FROZE	3,596.40
03/08/2013	C304459	2013	IVC00000017	DH211048	OH		00365421	703768	VALLEY SERVICES PURCHASE FROZE	3,366.63
03/08/2013	C304459	2013	IVC00000017	DH211050	OH		00365421	703768	VALLEY SERVICES PURCHASE FROZE	3,616.38
03/08/2013	C304459	2013	IVC00000017	DH211053	OH		00365421	703768	VALLEY SERVICES PURCHASE FROZE	3,406.59
03/08/2013	C304459	2013	IVC00000017	DH211051	OH		00365421	703768	VALLEY SERVICES PURCHASE FROZE	3,616.38
03/08/2013	C304459	2013	IVC00000017	DH211052	OH		00365421	703768	VALLEY SERVICES PURCHASE FROZE	259.74
04/11/2013	C304459	2013	IVC00000017	DH213346	OH		00366805	703768	VALLEY SERVICES PURCHASE FROZE	3,476.52
04/11/2013	C304459	2013	IVC00000017	DH213347	OH		00366805	703768	VALLEY SERVICES PURCHASE FROZE	3,276.72
04/11/2013	C304459	2013	IVC00000017	DH213348	OH		00366805	703768	VALLEY SERVICES PURCHASE FROZE	3,536.46
04/11/2013	C304459	2013	IVC00000017	DH213345	OH		00366805	703768	VALLEY SERVICES PURCHASE FROZE	3,446.55
04/11/2013	C304459	2013	IVC00000017	DH213349	OH		00366805	703768	VALLEY SERVICES PURCHASE FROZE	49.95
05/14/2013	C304459	2013	IVC00000017	DH215892	OH		00367940	703768	VALLEY SERVICES PURCHASE FROZE	3,276.72
05/14/2013	C304459	2013	IVC00000017	DH215891	OH		00367940	703768	VALLEY SERVICES PURCHASE FROZE	589.41
05/14/2013	C304459	2013	IVC00000017	DH215893	OH		00367940	703768	VALLEY SERVICES PURCHASE FROZE	3,366.63
05/14/2013	C304459	2013	IVC00000017	DH215895	OH		00367940	703768	VALLEY SERVICES PURCHASE FROZE	2,997.00
05/14/2013	C304459	2013	IVC00000017	DH215894	OH		00367940	703768	VALLEY SERVICES PURCHASE FROZE	3,216.78

Object 5314105 Total:

Object Total: 105,960.42
Net EN: 0.00
Object Total with EN: 105,960.42

Account Number	Org Key Title	Object Desc.	Object Desc.	Amount						
2921451131-5314106	Home Delivered Meals	Shelf Stable Meals	Shelf Stable Meals	745.25						
Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
02/06/2013	C304457	2013	191312	OH208781	OH		00364348	707222	CPI FOODS INC. PURCHASE SHELF	745.25

****Galv Cnty Production****

Transaction Details

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Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
04/02/2013	C304457	2013	314132	OH212758	OH		00366414	'07222	CPI FOODS INC. PURCHASE SHELF	310.75
05/10/2013	C304457	2013	58131	OH215815	OH		00367546	'07222	CPI FOODS INC. PURCHASE SHELF	2,681.25
05/10/2013	C304457	2013	58134	OH215817	OH		00367546	'07222	CPI FOODS INC. PURCHASE SHELF	6,418.50

Object 5314106 Total:

Object Total: 10,155.75
 Net EN: 0.00
 Object Total with EN: 10,155.75

Object Desc.
 Travel and Education

Org Key Title
 Home Delivered Meals

Account Number
 2921451131-5496100

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
01/31/2013	JE00035492	2013		J130661	JE			N/A..N/A	Rcls xp frm GF to Fd2921-31	225.00
03/14/2013	C305372	2013	FEB-MAR	OH211260	OH		00365722	714689	STOUT, JENNIFER MILEAGE REIMBU	196.90
03/31/2013	JE00035787	2013		J130917	JE			N/A..N/A	Rcls PCrd transto corr acct	577.80

Object 5496100 Total:

Object Total: 999.70
 Net EN: 0.00
 Object Total with EN: 999.70

Org Key 2921451131 Total:

Total DR Transactions: 258,077.64
 Total CR Transactions: 0.00
 Net (DR - CR): 258,077.64

Total Key EN: 0.00

****Galv Cnty Production****

Transaction Details

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Account Number	Org Key Title	Object Desc.
2921451152-5100000	Transportation	Salaries

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
10/10/2012	01021RN	2013			3			N/A..N/A	Salaries	3,286.07
10/10/2012	RV13	2013		P1321RNA	JE			N/A..N/A	Rv Acr'd Wages FY 2012	-657.21
10/24/2012	01022RN	2013			3			N/A..N/A	Salaries	3,445.67
11/07/2012	01023RN	2013			3			N/A..N/A	Salaries	3,585.24
11/21/2012	01024RN	2013			3			N/A..N/A	Salaries	3,910.90
12/05/2012	01025RN	2013			3			N/A..N/A	Salaries	3,352.64
12/19/2012	01026RN	2013			3			N/A..N/A	Salaries	3,724.81
01/02/2013	01001RN	2013			3			N/A..N/A	Salaries	3,852.76
01/26/2013	01002RN	2013			3			N/A..N/A	Salaries	3,910.90
01/30/2013	01003RN	2013			3			N/A..N/A	Salaries	3,910.90
01/31/2013	JE00035459	2013		J130635	JE			N/A..N/A	Rcls % bal **52-451131	-6,041.16
02/13/2013	01004RN	2013			3			N/A..N/A	Salaries	3,437.17
02/20/2013	JE00035524	2013		J130693	JE			N/A..N/A	Rcls Evans/Smith-PP#4-451131	-1,953.09
02/27/2013	01005RN	2013			3			N/A..N/A	Salaries	2,827.16
03/13/2013	01006RN	2013			3			N/A..N/A	Salaries	2,734.11
03/27/2013	01007RN	2013			3			N/A..N/A	Salaries	3,757.62
04/10/2013	01008RN	2013			3			N/A..N/A	Salaries	3,525.01
04/24/2013	01009RN	2013			3			N/A..N/A	Salaries	2,361.93
05/08/2013	01010RN	2013			3			N/A..N/A	Salaries	2,257.25
05/22/2013	01011RN	2013			3			N/A..N/A	Salaries	2,315.41

Object 5100000 Total: Object Total: 47,544.09
 Net EN: 0.00
 Object Total with EN: 47,544.09

Account Number	Org Key Title	Object Desc.
2921451152-5112001	Transportation	Terminal Vac and Sick Leave

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
02/13/2013	01004RN	2013			3			N/A..N/A	Term Vac/Sick Lv	1,506.73

****Galv Cnty Production****

Transaction Details

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02/20/2013 JE000355242013 J130693 JE N/A..N/A Rcls Term Jameson VL/SL-GF -1,506.73

Object 5112001 Total: Object Total: 0.00
 Net EN: 0.00
 Object Total with EN: 0.00

Account Number	Org Key Title	Object Desc.	Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
2921451152-5151000	Transportation	Group Health Insurance	10/03/2012	01020RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	568.85
			10/10/2012	RV13	2013		P1321RNA	JE			N/A..N/A	Rv Acr'd Wages FY 2012	-132.08
			10/17/2012	01021RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	660.40
			10/31/2012	01022RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	682.56
			11/14/2012	01023RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	682.62
			11/28/2012	01024RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	682.62
			12/12/2012	01025RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	680.09
			12/26/2012	01026RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	770.87
			01/09/2013	01001RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	788.80
			01/23/2013	01002RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	796.39
			01/31/2013	JE00035459	2013		J130635	JE			N/A..N/A	Rcls % bal **52-451131	-1,152.52
			02/06/2013	01003RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	796.39
			02/20/2013	01004RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	796.39
			02/20/2013	JE00035524	2013		J130693	JE			N/A..N/A	Rcls Evans/Smith-PP#4-451131	-318.56
			03/06/2013	01005RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	682.62
			03/20/2013	01006RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	669.98
			04/03/2013	01007RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	682.62
			04/17/2013	01008RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	647.22
			05/01/2013	01009RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	568.85
			05/15/2013	01010RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	554.77
			05/29/2013	01011RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	562.81

****Galv Cnty Production****

Transaction Details

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Object 5151000 Total:

Object Total: 10,671.69
 Net EN: 0.00
 Object Total with EN: 10,671.69

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
2921451152-5152102	10/10/2012	01021RN	2013		2			N/A..N/A	Medicare FICA	48.41
	10/10/2012	RV13	2013	P1321RNA	JE			N/A..N/A	Rv Acr'd Wages FY 2012	-9.68
	10/24/2012	01022RN	2013		2			N/A..N/A	Medicare FICA	50.74
	11/07/2012	01023RN	2013		2			N/A..N/A	Medicare FICA	52.77
	11/21/2012	01024RN	2013		2			N/A..N/A	Medicare FICA	57.50
	12/05/2012	01025RN	2013		2			N/A..N/A	Medicare FICA	49.33
	12/19/2012	01026RN	2013		2			N/A..N/A	Medicare FICA	54.92
	01/02/2013	01001RN	2013		2			N/A..N/A	Medicare FICA	56.62
	01/26/2013	01002RN	2013		2			N/A..N/A	Medicare FICA	57.50
	01/30/2013	01003RN	2013		2			N/A..N/A	Medicare FICA	57.49
	01/31/2013	JE00035459	2013	J130635	JE			N/A..N/A	Rcls % bal **52-451131	-143.81
	02/13/2013	01004RN	2013		2			N/A..N/A	Medicare FICA	72.37
	02/20/2013	JE00035524	2013	J130693	JE			N/A..N/A	Rcls Evans/Smith-PP#4-451131	-28.32
	02/20/2013	JE00035524	2013	J130693	JE			N/A..N/A	Rcls Jameson Term VL/SL-GF	-21.84
	02/27/2013	01005RN	2013		2			N/A..N/A	Medicare FICA	41.34
	03/13/2013	01006RN	2013		2			N/A..N/A	Medicare FICA	39.99
	03/27/2013	01007RN	2013		2			N/A..N/A	Medicare FICA	54.85
	04/10/2013	01008RN	2013		2			N/A..N/A	Medicare FICA	51.45
	04/24/2013	01009RN	2013		2			N/A..N/A	Medicare FICA	34.44
	05/08/2013	01010RN	2013		2			N/A..N/A	Medicare FICA	32.93
	05/22/2013	01011RN	2013		2			N/A..N/A	Medicare FICA	33.77

Object 5152102 Total:

Object Total: 642.77
 Net EN: 0.00
 Object Total with EN: 642.77

Galv Cnty Production

Transaction Details

10/1/2012 - 5/31/2013

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
2921451152-5153000	01021RN	2013			2			N/A..N/A	Pension	321.38
	RV13	2013		P1321RNA	JE			N/A..N/A	Rv Acr'd Wages FY 2012	-64.28
	01022RN	2013			2			N/A..N/A	Pension	336.99
	01023RN	2013			2			N/A..N/A	Pension	350.64
	01024RN	2013			2			N/A..N/A	Pension	382.49
	01025RN	2013			2			N/A..N/A	Pension	327.89
	01026RN	2013			2			N/A..N/A	Pension	364.28
	01001RN	2013			2			N/A..N/A	Pension	404.16
	01002RN	2013			2			N/A..N/A	Pension	410.27
	01003RN	2013			2			N/A..N/A	Pension	410.27
	JE00035459	2013		J130635	JE			N/A..N/A	Rcls % bal **52-451131	-606.49
	01004RN	2013			2			N/A..N/A	Pension	518.63
	JE00035524	2013		J130693	JE			N/A..N/A	Rcls Evans/Smith-PP#4-451131	-204.88
	JE00035524	2013		J130693	JE			N/A..N/A	Rcls Jameson Term VL/SL-GF	-158.06
	01005RN	2013			2			N/A..N/A	Pension	296.59
	01006RN	2013			2			N/A..N/A	Pension	286.82
	01007RN	2013			2			N/A..N/A	Pension	394.20
	01008RN	2013			2			N/A..N/A	Pension	369.79
	01009RN	2013			2			N/A..N/A	Pension	247.80
	01010RN	2013			2			N/A..N/A	Pension	236.80
	01011RN	2013			2			N/A..N/A	Pension	242.91

Object 5153000 Total:

Object Total: 4,868.20
 Net EN: 0.00
 Object Total with EN: 4,868.20

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
2921451152-5154000									Alternate Plan	

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
10/10/2012	01021RN	2013			2			N/A..N/A	Alternate Plan	288.02
10/10/2012	RV13	2013			JE			N/A..N/A	Rv Acr'd Wages FY 2012	-57.60
10/24/2012	01022RN	2013			2			N/A..N/A	Alternate Plan	302.02
11/07/2012	01023RN	2013			2			N/A..N/A	Alternate Plan	314.25
11/21/2012	01024RN	2013			2			N/A..N/A	Alternate Plan	342.80
12/05/2012	01025RN	2013			2			N/A..N/A	Alternate Plan	293.86
12/19/2012	01026RN	2013			2			N/A..N/A	Alternate Plan	326.50
01/02/2013	01001RN	2013			2			N/A..N/A	Alternate Plan	337.70
01/26/2013	01002RN	2013			2			N/A..N/A	Alternate Plan	342.80
01/30/2013	01003RN	2013			2			N/A..N/A	Alternate Plan	342.80
01/31/2013	JE00035459	2013			JE			N/A..N/A	Rcls % bal **52-451131	-529.63
02/13/2013	01004RN	2013			2			N/A..N/A	Alternate Plan	433.33
02/20/2013	JE00035524	2013			JE			N/A..N/A	Rcls Evans/Smith-PP#4-451131	-171.19
02/20/2013	JE00035524	2013			JE			N/A..N/A	Rcls Jameson Term VL/SL-GF	-132.06
02/27/2013	01005RN	2013			2			N/A..N/A	Alternate Plan	247.80
03/13/2013	01006RN	2013			2			N/A..N/A	Alternate Plan	239.64
03/27/2013	01007RN	2013			2			N/A..N/A	Alternate Plan	329.35
04/10/2013	01008RN	2013			2			N/A..N/A	Alternate Plan	308.95
04/24/2013	01009RN	2013			2			N/A..N/A	Alternate Plan	207.04
05/08/2013	01010RN	2013			2			N/A..N/A	Alternate Plan	197.85
05/22/2013	01011RN	2013			2			N/A..N/A	Alternate Plan	202.96

Object 5154000 Total:

Object Total: 4,167.19
Net EN: 0.00
Object Total with EN: 4,167.19

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
2921451152-5493100									Advertising	
03/11/2013	C305125	2013	430661	02221DH210831	OH		0000554	071118	GALVESTON NEWSP Non-Profit Pag	165.00
04/16/2013	C306591	2013	RET109807	OH214009	OH		0000573	071118	GALVESTON NEWSP ANon-Profit Pa	165.00
05/07/2013	C307168	2013	430661	04301DH215337	OH		0000588	071118	GALVESTON NEWSP 4/4/13 Non-Pro	165.00

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Object 5493100 Total:	Object Total:	495.00
	Net EN:	0.00
	Object Total with EN:	<u>495.00</u>

Org Key 2921451152 Total:	Total DR Transactions:	82,278.13
	Total CR Transactions:	13,889.19
	Net (DR - CR):	<u>68,388.94</u>
	Total Key EN:	0.00

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Account Number	Org Key Title	Object Desc.								
2921451156-5100000	Title IIIC	Salaries								
Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
10/10/2012	01021RN	2013			3			N/A..N/A	Salaries	3,534.13
10/10/2012	RV13	2013		P1321RNA	JE			N/A..N/A	Rv Acrd Wages FY 2012	-706.83
10/24/2012	01022RN	2013			3			N/A..N/A	Salaries	3,409.04
11/07/2012	01023RN	2013			3			N/A..N/A	Salaries	3,548.61
11/21/2012	01024RN	2013			3			N/A..N/A	Salaries	3,874.27
12/05/2012	01025RN	2013			3			N/A..N/A	Salaries	3,874.27
12/19/2012	01026RN	2013			3			N/A..N/A	Salaries	3,847.96
01/02/2013	01001RN	2013			3			N/A..N/A	Salaries	3,874.26
01/26/2013	01002RN	2013			3			N/A..N/A	Salaries	3,874.27
01/30/2013	01003RN	2013			3			N/A..N/A	Salaries	3,874.26
01/31/2013	JE000354592013			J130635	JE			N/A..N/A	Rcls Belcher's PY Xp-451121	-12,763.89
01/31/2013	JE000354592013			J130635	JE			N/A..N/A	Rcls bal HDM-56 PY Xp-451131	-20,240.35
02/13/2013	01004RN	2013			3			N/A..N/A	Salaries	3,400.54
02/20/2013	JE000355242013			J130693	JE			N/A..N/A	Rcls Belchers PP#4'13-**21	-1,451.21
02/20/2013	JE000355242013			J130693	JE			N/A..N/A	Rcls PP#4 other/56-**31	-1,949.33

Object 5100000 Total: **Object Total:** 0.00
 Net EN: 0.00
Object Total with EN: 0.00

Account Number	Org Key Title	Object Desc.								
2921451156-5112001	Title IIIC	Terminal Vac and Sick Leave								
Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
02/13/2013	01004RN	2013			3			N/A..N/A	Term Vac/Sick Lv	1,506.73
02/20/2013	JE000355242013			J130693	JE			N/A..N/A	Rcls Jameson Term VL/SL-GF	-1,506.73

****Galv Cnty Production****

Transaction Details
10/1/2012 - 5/31/2013

Object 5112001 Total:

Object Total: 0.00
Net EN: 0.00
Object Total with EN: 0.00

Account Number	Org Key Title	Object Desc.	Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
2921451156-5151000	Title IIC	Group Health Insurance	10/03/2012	01020RN	2013			2			N/A..N/A	ALT HEALTH PLAN	227.54
			10/03/2012	01020RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	341.31
			10/10/2012	RV13	2013		P1321RNA	JE			N/A..N/A	Rv Act'd Wages FY 2012	-95.46
			10/17/2012	01021RN	2013			2			N/A..N/A	ALT HEALTH PLAN	227.54
			10/17/2012	01021RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	249.76
			10/31/2012	01022RN	2013			2			N/A..N/A	ALT HEALTH PLAN	227.52
			10/31/2012	01022RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	227.52
			11/14/2012	01023RN	2013			2			N/A..N/A	ALT HEALTH PLAN	227.54
			11/14/2012	01023RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	455.08
			11/28/2012	01024RN	2013			2			N/A..N/A	ALT HEALTH PLAN	227.54
			11/28/2012	01024RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	455.08
			12/12/2012	01025RN	2013			2			N/A..N/A	ALT HEALTH PLAN	227.54
			12/12/2012	01025RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	457.61
			12/26/2012	01026RN	2013			2			N/A..N/A	ALT HEALTH PLAN	227.54
			12/26/2012	01026RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	594.37
			01/09/2013	01001RN	2013			2			N/A..N/A	ALT HEALTH PLAN	227.54
			01/09/2013	01001RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	576.44
			01/23/2013	01002RN	2013			2			N/A..N/A	ALT HEALTH PLAN	227.54
			01/23/2013	01002RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	568.85
			01/31/2013	JE000354592013	2013		J130635	JE			N/A..N/A	Rcls Belcher's PY Xp-451121	-2,002.33
			01/31/2013	JE000354592013	2013		J130635	JE			N/A..N/A	Rcls bal HDM-56 PY Xp-451131	-3,876.07
			02/06/2013	01003RN	2013			2			N/A..N/A	ALT HEALTH PLAN	227.54
			02/06/2013	01003RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	568.85
			02/20/2013	01004RN	2013			2			N/A..N/A	ALT HEALTH PLAN	227.54
			02/20/2013	JE000355242013	2013		J130693	JE			N/A..N/A	Rcls PP#4 other/56-**31	-1,274.22

Galv Cnty Production

Transaction Details
10/1/2012 - 5/31/2013

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
10/10/2012	01021RN	2013			2			N/A..N/A	Pension	345.64
10/10/2012	RV13	2013		P1321RNA	JE			N/A..N/A	Rv Acr'd Wages FY 2012	-69.13
10/24/2012	01022RN	2013			2			N/A..N/A	Pension	333.41
11/07/2012	01023RN	2013			2			N/A..N/A	Pension	347.06
11/21/2012	01024RN	2013			2			N/A..N/A	Pension	378.91
12/05/2012	01025RN	2013			2			N/A..N/A	Pension	378.91
12/19/2012	01026RN	2013			2			N/A..N/A	Pension	376.33
01/02/2013	01001RN	2013			2			N/A..N/A	Pension	406.41
01/26/2013	01002RN	2013			2			N/A..N/A	Pension	406.40
01/30/2013	01003RN	2013			2			N/A..N/A	Pension	406.39
01/31/2013	JE00035492013			J130635	JE			N/A..N/A	Rcls Belcher's PY Xp-451121	-1,279.22
01/31/2013	JE00035492013			J130635	JE			N/A..N/A	Rcls bal HDM-56 PY Xp-451131	-2,031.11
02/13/2013	01004RN	2013			2			N/A..N/A	Pension	514.77
02/20/2013	JE000355242013			J130693	JE			N/A..N/A	Rcls Jameson Term VL/SL-GF	-158.06
02/20/2013	JE000355242013			J130693	JE			N/A..N/A	Rcls PP#4 other/56-**31	-204.48
02/20/2013	JE000355242013			J130693	JE			N/A..N/A	Rcls Belchers PP#4'13-**21	-152.23

Object Total: 0.00
Net EN: 0.00
Object Total with EN: 0.00

Object 5153000 Total:

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
10/10/2012	01021RN	2013			2			N/A..N/A	Alternate Plan	309.76
10/10/2012	RV13	2013		P1321RNA	JE			N/A..N/A	Rv Acr'd Wages FY 2012	-61.95
10/24/2012	01022RN	2013			2			N/A..N/A	Alternate Plan	298.79
11/07/2012	01023RN	2013			2			N/A..N/A	Alternate Plan	311.01
11/21/2012	01024RN	2013			2			N/A..N/A	Alternate Plan	339.55

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
12/05/2012	01025RN	2013						N/A..N/A	Alternate Plan	339.56
12/19/2012	01026RN	2013						N/A..N/A	Alternate Plan	337.25
01/02/2013	01001RN	2013						N/A..N/A	Alternate Plan	339.57
01/26/2013	01002RN	2013						N/A..N/A	Alternate Plan	339.55
01/30/2013	01003RN	2013						N/A..N/A	Alternate Plan	339.55
01/31/2013	JE00035459	2013		J130635	JE			N/A..N/A	Rcls Belcher's PY Xp-451121	-1,118.76
01/31/2013	JE00035459	2013		J130635	JE			N/A..N/A	Rcls bal HDM-56 PY Xp-451131	-1,773.88
02/13/2013	01004RN	2013						N/A..N/A	Alternate Plan	430.10
02/20/2013	JE00035524	2013		J130693	JE			N/A..N/A	Rcls Jameson Term VL/SL-GF	-132.04
02/20/2013	JE00035524	2013		J130693	JE			N/A..N/A	Rcls PP#4 other/56-**31	-170.86
02/20/2013	JE00035524	2013		J130693	JE			N/A..N/A	Rcls Belchers PP#413-**21	-127.20

Object 5154000 Total: Object Total: 0.00
 Net EN: 0.00
 Object Total with EN: 0.00

Account Number	Org Key Title	Object Desc.	Amount
2921451156-5496100	Title IIIC	Travel and Education	
Object 5496100 Total:			577.80
			-577.80

Object 2921451156 Total: Object Total: 0.00
 Net EN: 0.00
 Object Total with EN: 0.00

Org Key 2921451156 Total: Total DR Transactions: 54,607.30
 Total CR Transactions: 54,607.30
 Net (DR - CR): 0.00
 Total Key EN: 0.00

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Object Desc.	Amount
1101451110-5100000	10/10/2012 01021RN	2013			3			N/A..N/A	Salaries	GRS.	11,527.97
	10/10/2012 RV13	2013		P1321RNA	JE			N/A..N/A	Rv Acrd Wages FY 2012	GRS.	-2,305.59
	10/24/2012 01022RN	2013			3			N/A..N/A	Salaries	GRS.	12,009.92
	11/07/2012 01023RN	2013			3			N/A..N/A	Salaries	GRS.	12,900.10
	11/21/2012 01024RN	2013			3			N/A..N/A	Salaries	GRS.	12,976.82
	12/05/2012 01025RN	2013			3			N/A..N/A	Salaries	GRS.	12,976.82
	12/19/2012 01026RN	2013			3			N/A..N/A	Salaries	GRS.	12,976.82
	01/02/2013 01001RN	2013			3			N/A..N/A	Salaries	GRS.	12,976.82
	01/26/2013 01002RN	2013			3			N/A..N/A	Salaries	GRS.	12,976.82
	01/30/2013 01003RN	2013			3			N/A..N/A	Salaries	GRS.	12,976.82
	02/13/2013 01004RN	2013			3			N/A..N/A	Salaries	GRS.	12,976.82
	02/27/2013 01005RN	2013			3			N/A..N/A	Salaries	GRS.	12,976.82
	03/13/2013 01006RN	2013			3			N/A..N/A	Salaries	GRS.	13,185.01
	03/27/2013 01007RN	2013			3			N/A..N/A	Salaries	GRS.	13,340.42
	04/10/2013 01008RN	2013			3			N/A..N/A	Salaries	GRS.	13,323.15
	04/24/2013 01009RN	2013			3			N/A..N/A	Salaries	GRS.	13,288.62
	05/08/2013 01010RN	2013			3			N/A..N/A	Salaries	GRS.	13,340.42
	05/22/2013 01011RN	2013			3			N/A..N/A	Salaries	GRS.	13,304.06

Object 5100000 Total: Object Total: 217,728.64
 Net EN: 0.00
 Object Total with EN: 217,728.64

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Object Desc.	Amount
1101451110-5130000	10/10/2012 01021RN	2013			3			N/A..N/A	Overtime	GRS.	74.73
	10/10/2012 RV13	2013		P1321RNA	JE			N/A..N/A	Rv Acrd Wages FY 2012	GRS.	-14.95
	10/24/2012 01022RN	2013			3			N/A..N/A	Overtime	GRS.	343.27

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
11/07/2012	01023RN	2013			3			N/A..N/A	Overtime	305.59
11/21/2012	01024RN	2013			3			N/A..N/A	Overtime	38.18
12/05/2012	01025RN	2013			3			N/A..N/A	Overtime	100.90
01/26/2013	01002RN	2013			3			N/A..N/A	Overtime	85.91
01/30/2013	01003RN	2013			3			N/A..N/A	Overtime	114.55
02/13/2013	01004RN	2013			3			N/A..N/A	Overtime	38.18
02/27/2013	01005RN	2013			3			N/A..N/A	Overtime	95.46
03/13/2013	01006RN	2013			3			N/A..N/A	Overtime	97.60
03/27/2013	01007RN	2013			3			N/A..N/A	Overtime	143.19
04/10/2013	01008RN	2013			3			N/A..N/A	Overtime	167.55
05/08/2013	01010RN	2013			3			N/A..N/A	Overtime	132.00
05/22/2013	01011RN	2013			3			N/A..N/A	Overtime	242.59

Object 5130000 Total:

Object Total: 1,964.75
Net EN: 0.00
Object Total with EN: 1,964.75

Account Number
 1101451110-5151000

Org Key Title
 Senior Citizens

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
10/03/2012	01020RN	2013			2			N/A..N/A	ALT HEALTH PLAN	455.08
10/03/2012	01020RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	1,820.32
10/10/2012	RV13	2013		P1321RNA	JE			N/A..N/A	Rv Acr'd Wages FY 2012	-455.08
10/17/2012	01021RN	2013			2			N/A..N/A	ALT HEALTH PLAN	455.08
10/17/2012	01021RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	1,820.32
10/31/2012	01022RN	2013			2			N/A..N/A	ALT HEALTH PLAN	455.04
10/31/2012	01022RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	1,820.16
11/14/2012	01023RN	2013			2			N/A..N/A	ALT HEALTH PLAN	455.08
11/14/2012	01023RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	1,820.32
11/28/2012	01024RN	2013			2			N/A..N/A	ALT HEALTH PLAN	455.08
11/28/2012	01024RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	1,820.32
12/12/2012	01025RN	2013			2			N/A..N/A	ALT HEALTH PLAN	455.08
12/12/2012	01025RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	2,047.86

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
12/26/2012	01026RN	2013			2			N/A..N/A	ALT HEALTH PLAN	455.08
12/26/2012	01026RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	2,047.86
01/09/2013	01001RN	2013			2			N/A..N/A	ALT HEALTH PLAN	455.08
01/09/2013	01001RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	2,047.86
01/23/2013	01002RN	2013			2			N/A..N/A	ALT HEALTH PLAN	455.08
01/23/2013	01002RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	2,047.86
02/06/2013	01003RN	2013			2			N/A..N/A	ALT HEALTH PLAN	455.08
02/06/2013	01003RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	2,047.86
02/20/2013	01004RN	2013			2			N/A..N/A	ALT HEALTH PLAN	455.08
02/20/2013	01004RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	2,047.86
03/06/2013	01005RN	2013			2			N/A..N/A	ALT HEALTH PLAN	682.62
03/06/2013	01005RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	2,502.94
03/20/2013	01006RN	2013			2			N/A..N/A	ALT HEALTH PLAN	682.62
03/20/2013	01006RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	2,515.58
04/03/2013	01007RN	2013			2			N/A..N/A	ALT HEALTH PLAN	682.62
04/03/2013	01007RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	2,502.94
04/17/2013	01008RN	2013			2			N/A..N/A	ALT HEALTH PLAN	682.62
04/17/2013	01008RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	2,538.34
05/01/2013	01009RN	2013			2			N/A..N/A	ALT HEALTH PLAN	682.62
05/01/2013	01009RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	2,844.25
05/15/2013	01010RN	2013			2			N/A..N/A	ALT HEALTH PLAN	682.62
05/15/2013	01010RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	2,858.33
05/29/2013	01011RN	2013			2			N/A..N/A	ALT HEALTH PLAN	682.56
05/29/2013	01011RN	2013			2			N/A..N/A	COUNTY HEALTH INSUR	2,849.99

Object 5151000 Total:

Object Total: 49,330.01
Net EN: 0.00
Object Total with EN: 49,330.01

Account Number	Org Key Title	Object Desc.	Amount
1101451110-5152102	Senior Citizens	Medicare FICA Payments	169.94
10/10/2012 01021RN	2	N/A..N/A Medicare FICA	169.94

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
10/10/2012	RV13	2013		P1321RNA	JE			N/A..N/A	Rv Acr'd Wages FY 2012	-33.99
10/24/2012	01022RN	2013			2			N/A..N/A	Medicare FICA	180.85
11/07/2012	01023RN	2013			2			N/A..N/A	Medicare FICA	193.29
11/21/2012	01024RN	2013			2			N/A..N/A	Medicare FICA	190.54
12/05/2012	01025RN	2013			2			N/A..N/A	Medicare FICA	191.46
12/19/2012	01026RN	2013			2			N/A..N/A	Medicare FICA	189.99
01/02/2013	01001RN	2013			2			N/A..N/A	Medicare FICA	190.80
01/26/2013	01002RN	2013			2			N/A..N/A	Medicare FICA	192.04
01/30/2013	01003RN	2013			2			N/A..N/A	Medicare FICA	192.46
02/13/2013	01004RN	2013			2			N/A..N/A	Medicare FICA	191.35
02/27/2013	01005RN	2013			2			N/A..N/A	Medicare FICA	192.19
03/13/2013	01006RN	2013			2			N/A..N/A	Medicare FICA	195.21
03/27/2013	01007RN	2013			2			N/A..N/A	Medicare FICA	198.14
04/10/2013	01008RN	2013			2			N/A..N/A	Medicare FICA	198.24
04/24/2013	01009RN	2013			2			N/A..N/A	Medicare FICA	195.31
05/08/2013	01010RN	2013			2			N/A..N/A	Medicare FICA	197.99
05/22/2013	01011RN	2013			2			N/A..N/A	Medicare FICA	199.06

Object 5152102 Total:

Object Total: 3,224.87
Net EN: 0.00
Object Total with EN: 3,224.87

Account Number	Org Key Title	Object Desc.
1101451110-5153000	Senior Citizens	Pension

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
10/10/2012	01021RN	2013			2			N/A..N/A	Pension	1,134.76
10/10/2012	RV13	2013		P1321RNA	JE			N/A..N/A	Rv Acr'd Wages FY 2012	-226.95
10/24/2012	01022RN	2013			2			N/A..N/A	Pension	1,208.14
11/07/2012	01023RN	2013			2			N/A..N/A	Pension	1,291.50
11/21/2012	01024RN	2013			2			N/A..N/A	Pension	1,272.86
12/05/2012	01025RN	2013			2			N/A..N/A	Pension	1,279.00
12/19/2012	01026RN	2013			2			N/A..N/A	Pension	1,269.12
01/02/2013	01001RN	2013			2			N/A..N/A	Pension	1,361.29

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
01/26/2013	01002RN	2013			2			N/A..N/A	Pension	1,370.31
01/30/2013	01003RN	2013			2			N/A..N/A	Pension	1,373.31
02/13/2013	01004RN	2013			2			N/A..N/A	Pension	1,365.29
02/27/2013	01005RN	2013			2			N/A..N/A	Pension	1,371.30
03/13/2013	01006RN	2013			2			N/A..N/A	Pension	1,393.36
03/27/2013	01007RN	2013			2			N/A..N/A	Pension	1,414.45
04/10/2013	01008RN	2013			2			N/A..N/A	Pension	1,415.18
04/24/2013	01009RN	2013			2			N/A..N/A	Pension	1,394.00
05/08/2013	01010RN	2013			2			N/A..N/A	Pension	1,413.28
05/22/2013	01011RN	2013			2			N/A..N/A	Pension	1,421.07

Object 5153000 Total:

Object Total: 22,521.27
Net EN: 0.00
Object Total with EN: 22,521.27

Account Number	Org Key Title	Object Desc.
1101451110-5154000	Senior Citizens	Alternate Plan

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
10/10/2012	01021RN	2013			2			N/A..N/A	Alternate Plan	1,016.95
10/10/2012	RV13	2013		P1321RNA	JE			N/A..N/A	Rv Acrd Wages FY 2012	-203.39
10/24/2012	01022RN	2013			2			N/A..N/A	Alternate Plan	1,082.76
11/07/2012	01023RN	2013			2			N/A..N/A	Alternate Plan	1,157.44
11/21/2012	01024RN	2013			2			N/A..N/A	Alternate Plan	1,140.71
12/05/2012	01025RN	2013			2			N/A..N/A	Alternate Plan	1,146.20
12/19/2012	01026RN	2013			2			N/A..N/A	Alternate Plan	1,137.35
01/02/2013	01001RN	2013			2			N/A..N/A	Alternate Plan	1,137.36
01/26/2013	01002RN	2013			2			N/A..N/A	Alternate Plan	1,144.89
01/30/2013	01003RN	2013			2			N/A..N/A	Alternate Plan	1,147.40
02/13/2013	01004RN	2013			2			N/A..N/A	Alternate Plan	1,140.71
02/27/2013	01005RN	2013			2			N/A..N/A	Alternate Plan	1,145.75
03/13/2013	01006RN	2013			2			N/A..N/A	Alternate Plan	1,164.15
03/27/2013	01007RN	2013			2			N/A..N/A	Alternate Plan	1,181.79
04/10/2013	01008RN	2013			2			N/A..N/A	Alternate Plan	1,182.41

****Galv Cnty Production****

Transaction Details

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04/24/2013	01009RN	2013	N/A..N/A	Alternate Plan	1,164.69
05/08/2013	01010RN	2013	N/A..N/A	Alternate Plan	1,180.81
05/22/2013	01011RN	2013	N/A..N/A	Alternate Plan	1,187.32

Object 5154000 Total: Object Total: 19,255.30
Net EN: 0.00
Object Total with EN: 19,255.30

Account Number	Org Key Title	Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
1101451110-5310000	Senior Citizens	10/22/2012	C301321	2013	65350242501	OH200999	OH		00361075	701070	ORIENTAL TRADIN BEADS	16.00
		10/22/2012	C301321	2013	65350242501	OH200999	OH		00361075	701070	ORIENTAL TRADIN BEADS	20.00
		10/22/2012	C301321	2013	65350242501	OH200999	OH		00361075	701070	ORIENTAL TRADIN BEADS	31.50
		10/22/2012	C301321	2013	65350242501	OH200999	OH		00361075	701070	ORIENTAL TRADIN BEADS	13.00
		10/22/2012	C301321	2013	65350242501	OH200999	OH		00361075	701070	ORIENTAL TRADIN BEADS	13.00
		10/22/2012	C301321	2013	65350242501	OH200999	OH		00361075	701070	ORIENTAL TRADIN BEADS	31.50
		10/22/2012	C301321	2013	65350242501	OH200999	OH		00361075	701070	ORIENTAL TRADIN BEADS	13.00
		10/22/2012	C301321	2013	65350242501	OH200999	OH		00361075	701070	ORIENTAL TRADIN BEADS	32.35
		10/22/2012	C301321	2013	65350242501	OH200999	OH		00361075	701070	ORIENTAL TRADIN SHIPPING AND H	39.00
		10/22/2012	C301321	2013	65350242501	OH200999	OH		00361075	701070	ORIENTAL TRADIN BEADS	31.50
		10/22/2012	C301321	2013	65350242501	OH200999	OH		00361075	701070	ORIENTAL TRADIN BEADS	26.50
		10/22/2012	C301321	2013	65350242501	OH200999	OH		00361075	701070	ORIENTAL TRADIN BEADS	62.50
		10/22/2012	C301321	2013	65350242501	OH200999	OH		00361075	701070	ORIENTAL TRADIN CLIPS	10.00
		10/26/2012	C301321	2013	65350242503	OH201531	OH		00361298	701070	ORIENTAL TRADIN BEADS	16.00
		10/29/2012	C301320	2013	44521	OH201115	OH		00361199	709092	DOVE PRODUCTS I BRUSHES WHITE	20.88
		10/29/2012	C301320	2013	44521	OH201115	OH		00361199	709092	DOVE PRODUCTS I BRUSHES WHITE	30.24
		10/29/2012	C301320	2013	44521	OH201115	OH		00361199	709092	DOVE PRODUCTS I BRUSHES WHITE	48.96
		10/29/2012	C301320	2013	44521	OH201115	OH		00361199	709092	DOVE PRODUCTS I MIDNIGHT ANGUL	47.76
		10/29/2012	C301816	2013	09954	OH201858	OH		00361372	231209	WALMART BLANKET PO-SUPPLIES AT	162.66
		10/29/2012	C301320	2013	44521	OH201115	OH		00361199	709092	DOVE PRODUCTS I SHIPPING AND H	12.87
		11/05/2012	C301816	2013	08658	OH202271	OH		00361543	231209	WALMART BLANKET PO-SUPPLIES AT	110.77
		11/05/2012	C301816	2013	09082	OH202290	OH		00361543	231209	WALMART BLANKET PO-SUPPLIES AT	191.14

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

11/05/2012	JEPC1105122013	JEPCC1112	JE PCRD	N/A..N/A	3495PCRD/681715766 /0000000000	112.49
11/05/2012	C301816	201309080	OH	00361543	231209 WALMART BLANKET PO-SUPPLIES AT	40.30
11/09/2012	C301816	201306129	OH	00361804	231209 WALMART BLANKET PO-SUPPLIES AT	287.04
11/09/2012	C301816	201309110	OH	00361804	231209 WALMART BLANKET PO-SUPPLIES AT	10.06
11/09/2012	C301816	201301077	OH	00361804	231209 WALMART BLANKET PO-SUPPLIES AT	67.78
11/14/2012	C302048	20132393	OH	00361889	402386 KLEEN JANITORIA BAGS USED FOR	267.00
11/14/2012	C302048	20132393	OH	00361889	402386 KLEEN JANITORIA DISHWASHING LI	40.43
11/15/2012	C302047	201365403503201	OH	00361922	701070 ORIENTAL TRADIN orange round t	13.50
11/15/2012	C302047	201365403503201	OH	00361922	701070 ORIENTAL TRADIN SHIPPING CHG	11.99
11/15/2012	C302047	201365403503201	OH	00361922	701070 ORIENTAL TRADIN CHOCOLATE ROUN	13.50
11/15/2012	C302047	201365403503201	OH	00361922	701070 ORIENTAL TRADIN METALLIC GOLD	13.50
11/15/2012	C302047	201365403503201	OH	00361922	701070 ORIENTAL TRADIN YELLOW ROUND T	13.50
12/05/2012	JEPC1205122013	JEPCC1212	JE PCRD	N/A..N/A	5786PCRD/687939245 /0000000000	131.40
12/19/2012	C301816	201301937	OH	00363031	231209 WALMART BLANKET PO-SUPPLIES AT	69.61
12/19/2012	C301816	201303184	OH	00363031	231209 WALMART BLANKET PO-SUPPLIES AT	74.40
12/19/2012	C301816	201308287	OH	00363031	231209 WALMART BLANKET PO-SUPPLIES AT	15.76
12/27/2012	C301816	201307790	OH	00363327	231209 WALMART BLANKET PO-SUPPLIES AT	16.23
01/07/2013	JEPC0107132013	JEPCC0113	JE PCRD	N/A..N/A	3495PCRD/693478512 /0000000000	352.89
01/07/2013	JEPC0107132013	JEPCC0113	JE PCRD	N/A..N/A	3495PCRD/694965119 /0000000000	126.71
01/30/2013	C304206	20135074	OH	00364115	402515 CUPBOARD INC, T RETIREMENT PLA	25.00
02/04/2013	C304204	20132512	OH	00364188	402386 KLEEN JANITORIA BAGS USED FOR	445.00
02/05/2013	JEPC0205132013	JEPCC0213	JE PCRD	N/A..N/A	3495PCRD/702282208 /0000000000	83.97
02/05/2013	JEPC0205132013	JEPCC0213	JE PCRD	N/A..N/A	3495PCRD/702282209 /0000000000	29.97
02/13/2013	C301816	201303360	OH	00364657	231209 WALMART BLANKET PO-SUPPLIES AT	165.23
02/15/2013	C301816	201303029	OH	00364657	231209 WALMART BLANKET PO-SUPPLIES AT	216.58
02/15/2013	C301816	201308597	OH	00364657	231209 WALMART BLANKET PO-SUPPLIES AT	134.64
03/05/2013	JEPC0305132013	JEPCC0313	JE PCRD	N/A..N/A	3495PCRD/703188539 /0000000000	15.41
03/15/2013	C305327	201365623862801	OH	00365664	701070 ORIENTAL TRADIN BOX ASST	10.50
03/15/2013	C305327	201365623862801	OH	00365664	701070 ORIENTAL TRADIN COIN PURSE LAC	8.25
03/15/2013	C305327	201365623862801	OH	00365664	701070 ORIENTAL TRADIN SUN CATCHERS	6.00
03/15/2013	C305327	201365623862801	OH	00365664	701070 ORIENTAL TRADIN PLUSH BUNNY	30.00
03/15/2013	C305327	201365623862801	OH	00365664	701070 ORIENTAL TRADIN JUMBO EGGS BRI	9.00
03/15/2013	C305327	201365623862801	OH	00365664	701070 ORIENTAL TRADIN TREAT PACKS	3.09
03/15/2013	C305327	201365623862801	OH	00365664	701070 ORIENTAL TRADIN BUNNY TAILS	6.50

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
03/15/2013	C305327	2013	65623862801	OH211521	OH		00365664	701070	ORIENTAL TRADIN PLUSH LONG EAR	15.00
03/15/2013	C305327	2013	65623862801	OH211521	OH		00365664	701070	ORIENTAL TRADIN IREDESCENT EGG	20.00
03/15/2013	C305327	2013	65623862801	OH211521	OH		00365664	701070	ORIENTAL TRADIN CHOC BUNNY SUC	5.25
03/15/2013	C305327	2013	65623862801	OH211521	OH		00365664	701070	ORIENTAL TRADIN CRAFT SAND SET	21.00
03/15/2013	C305327	2013	65623862801	OH211521	OH		00365664	701070	ORIENTAL TRADIN LIFSAVERS PAS	5.18
03/15/2013	C305327	2013	65623862801	OH211521	OH		00365664	701070	ORIENTAL TRADIN SHIPPING AND H	18.99
03/15/2013	C305327	2013	65623862801	OH211521	OH		00365664	701070	ORIENTAL TRADIN MULTICOLOR EGG	8.50
03/15/2013	C305327	2013	65623862801	OH211521	OH		00365664	701070	ORIENTAL TRADIN CARROT SHAPED	4.00
03/21/2013	C301816	2013	04295 031913	OH212097	OH		00366129	231209	WALMART BLANKET PO-SUPPLIES AT	20.78
03/27/2013	C301816	2013	011191	OH212605	OH		00366357	231209	WALMART BLANKET PO-SUPPLIES AT	197.88
03/27/2013	C301816	2013	09805	OH212621	OH		00366357	231209	WALMART BLANKET PO-SUPPLIES AT	7.76
03/28/2013	C301816	2013	04293	OH212606	OH		00366357	231209	WALMART BLANKET PO-SUPPLIES AT	193.21
03/28/2013	C301816	2013	07812	OH212772	OH		00366357	231209	WALMART BLANKET PO-SUPPLIES AT	44.92
03/28/2013	C301816	2013	08276	OH212771	OH		00366357	231209	WALMART BLANKET PO-SUPPLIES AT	-2.99
04/02/2013	C301816	2013	08065	OH212738	OH		00366540	231209	WALMART BLANKET PO-SUPPLIES AT	20.85
04/05/2013	JEPC040513	2013		JEPC0413	JE	PCRD		N/A..N/A	3495PCRD/709775672 /0000000000	210.53
04/05/2013	JEPC040513	2013		JEPC0413	JE	PCRD		N/A..N/A	3495PCRD/712086806 /0000000000	140.01
04/05/2013	JEPC040513	2013		JEPC0413	JE	PCRD		N/A..N/A	3495PCRD/712086807 /0000000000	42.99
04/25/2013	C301816	2013	01870	OH214456	OH		00367304	231209	WALMART BLANKET PO-SUPPLIES AT	59.58
05/02/2013	C301816	2013	06353	OH215089	OH		00367475	231209	WALMART BLANKET PO-SUPPLIES AT	225.09
05/06/2013	JE00038898	2013		JEPC0513	JE	PCRD		N/A..N/A	3495PCRD/716841014	164.70
05/06/2013	JE00038898	2013		JEPC0513	JE	PCRD		N/A..N/A	3495PCRD/719405021	43.38
05/06/2013	JE00038898	2013		JEPC0513	JE	PCRD		N/A..N/A	3495PCRD/719405022	63.73
05/20/2013	C301816	2013	00390	OH216275	OH		00368275	231209	WALMART BLANKET PO-SUPPLIES AT	54.00
05/23/2013	C307494	2013	2670	OH216692	OH		00368118	402386	KLEEN JANITORIA BAGS USED FOR	445.00

Object 5310000 Total:

Object Total: 5,877.70
Net EN: 0.00
Object Total with EN: 5,877.70

Account Number	Org Key Title	Object Desc.
1101451110-5310001	Senior Citizens	Depart Supplies-Non Cap FFE

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
02/04/2013	C304205	2013	2513	OH208273	OH		00364188	402386	KLEEN JANITORIA INDUSTRIAL VAC	290.00
03/18/2013	C302778	2013	568294	OH211252	OH		00365659	712568	OFFICEMAX INCOR SENIOR SERVICE	17,597.51
04/11/2013	C305855	2013	0130694	OH213375	OH		00366785	715469	TEXAS BUS SALES WHEEL CHAIR TI	699.60
04/11/2013	C305855	2013	0130694	OH213375	OH		00366785	715469	TEXAS BUS SALES FREIGHT CHG	65.00

Object 5310001 Total:

Object Total: 18,652.11
Net EN: 0.00
Object Total with EN: 18,652.11

Account Number
1101451110-5423000

Org Key Title
Senior Citizens

Object Desc.
Maint/Repairs Equipment

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
11/17/2012	C302049	2013	105229272	OH202913	OH		00361877	704773	GLOBAL EQUIPMEN UTILITY CART T	209.00
11/17/2012	C302049	2013	105229272	OH202913	OH		00361877	704773	GLOBAL EQUIPMEN FREIGHT CHG	38.14
12/19/2012	C303303	2013	10794	OH205697	OH		00362803	715093	GUARDIAN FIRE P FIRE SUPPRESSI	117.50

Object 5423000 Total:

Object Total: 364.64
Net EN: 0.00
Object Total with EN: 364.64

Account Number
1101451110-5426106

Org Key Title
Senior Citizens

Object Desc.
Uniform Leasing

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
10/22/2012	C301630	2013	1030192185	OH200461	OH		00361036	704625	G & K SERVICES UNIFORM LEASING	35.70
10/22/2012	C301630	2013	1030188705	OH200473	OH		00361036	704625	G & K SERVICES UNIFORM LEASING	10.15
10/22/2012	C301630	2013	1030198022	OH200901	OH		00361036	704625	G & K SERVICES UNIFORM LEASING	36.78
10/29/2012	C301630	2013	1030186348	OH201191	OH		00361219	704625	G & K SERVICES UNIFORM LEASING	15.86
10/29/2012	C301630	2013	1030186347	OH201194	OH		00361219	704625	G & K SERVICES UNIFORM LEASING	37.43
11/01/2012	C301630	2013	1030209667	OH201979	OH		00361445	704625	G & K SERVICES UNIFORM LEASING	35.56
11/02/2012	C301630	2013	1030203843	OH201827	OH		00361445	704625	G & K SERVICES UNIFORM LEASING	35.70
11/09/2012	C301630	2013	1030215512	OH202573	OH		00361636	704625	G & K SERVICES UNIFORM LEASING	35.70
11/26/2012	C301630	2013	1030227168	OH203892	OH		00362070	704625	G & K SERVICES UNIFORM LEASING	36.24

****Galv Cnty Production****

Transaction Details

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11/29/2012	C301630	2013 1030910668	OH204046	OH	00362285	704625	G & K SERVICES UNIFORM LEASING	-199.87
12/05/2012	C301630	2013 1030232992	OH204163	OH	00362465	704625	G & K SERVICES UNIFORM LEASING	37.60
12/10/2012	C301630	2013 1030238803	OH204798	OH	00362465	704625	G & K SERVICES UNIFORM LEASING	36.56
12/18/2012	C301630	2013 1030244654	OH205245	OH	00362787	704625	G & K SERVICES UNIFORM LEASING	36.56
12/18/2012	C301630	2013 1030250477	OH205586	OH	00362787	704625	G & K SERVICES UNIFORM LEASING	36.56
01/03/2013	C301630	2013 1030256336	OH206032	OH	00363150	704625	G & K SERVICES UNIFORM LEASING	36.56
01/04/2013	C301630	2013 1030262179	OH206230	OH	00363150	704625	G & K SERVICES UNIFORM LEASING	37.05
01/04/2013	C301630	2013 1030221350	OH206235	OH	00363150	704625	G & K SERVICES UNIFORM LEASING	35.70
01/16/2013	C301630	2013 1030268019	OH206897	OH	00363592	704625	G & K SERVICES UNIFORM LEASING	36.51
01/17/2013	C301630	2013 1030273824	OH207226	OH	00363592	704625	G & K SERVICES UNIFORM LEASING	36.51
01/17/2013	C301630	2013 1030273825	OH207227	OH	00363592	704625	G & K SERVICES UNIFORM LEASING	19.62
01/30/2013	C301630	2013 1030285473	OH208010	OH	00364138	704625	G & K SERVICES UNIFORM LEASING	36.51
02/06/2013	C301630	2013 1030291319	OH208810	OH	00364366	704625	G & K SERVICES UNIFORM LEASING	36.51
02/14/2013	C301630	2013 1030297118	OH209305	OH	00364493	704625	G & K SERVICES UNIFORM LEASING	36.51
02/26/2013	C301630	2013 1030302935	OH210045	OH	00364768	704625	G & K SERVICES UNIFORM LEASING	35.70
03/04/2013	C301630	2013 1030308755	OH210508	OH	00364995	704625	G & K SERVICES UNIFORM LEASING	35.70
03/11/2013	C301630	2013 1030314604	OH210844	OH	00365272	704625	G & K SERVICES UNIFORM LEASING	36.29
03/14/2013	C301630	2013 1030279642	OH211233	OH	00365546	704625	G & K SERVICES UNIFORM LEASING	36.51
03/18/2013	C301630	2013 1030320419	OH211499	OH	00365546	704625	G & K SERVICES UNIFORM LEASING	35.70
03/26/2013	C301630	2013 1030326244	OH212035	OH	00366216	704625	G & K SERVICES UNIFORM LEASING	35.96
03/28/2013	C301630	2013 1030332062	OH212649	OH	00366216	704625	G & K SERVICES UNIFORM LEASING	35.96
04/05/2013	C301630	2013 1030337913	OH212926	OH	00366426	704625	G & K SERVICES UNIFORM LEASING	35.96
04/12/2013	C301630	2013 1030343732	OH213596	OH	00366639	704625	G & K SERVICES UNIFORM LEASING	35.96
04/25/2013	C301630	2013 1030349561	OH214181	OH	00367106	704625	G & K SERVICES UNIFORM LEASING	54.14
05/03/2013	C301630	2013 1030355377	OH214934	OH	00367372	704625	G & K SERVICES UNIFORM LEASING	48.51
05/10/2013	C301630	2013 1030361222	OH215732	OH	00367568	704625	G & K SERVICES UNIFORM LEASING	43.81
05/10/2013	C301630	2013 1030367038	OH215735	OH	00367568	704625	G & K SERVICES UNIFORM LEASING	42.30
05/23/2013	C301630	2013 1030372876	OH216632	OH	00368073	704625	G & K SERVICES UNIFORM LEASING	41.85
05/29/2013	C301630	2013 1030378719	OH216943	OH	00368336	704625	G & K SERVICES UNIFORM LEASING	41.30

Object 5426106 Total:

Object Total: 1,133.66

Net EN: 0.00

Object Total with EN: 1,133.66

Transaction Details

10/1/2012 - 5/31/2013

Account Number	Org Key Title	Object Desc.							
1101451110-5481000	Senior Citizens	Contract Services							
Date	Reference	FY	Inv	Type	Misc	Check#	PE ID	Description	Amount
10/29/2012	C101549	2011	LSC1012	OH		00361162	702429	CHAIR TAI CHI BLANKET FOR CHAI	120.00
11/05/2012	C301538	2013	DSC1012	OH		00361409	702429	CHAIR TAI CHI BLANKET FOR CHAI	80.00
11/05/2012	C301538	2013	BSC1012	OH		00361409	702429	CHAIR TAI CHI BLANKET FOR CHAI	80.00
11/09/2012	C301539	2013	OCT 2012	OH		00361609	705337	CONZ, GLORIA BLANKET CERAMIC I	600.00
11/09/2012	C301538	2013	BSC21012	OH		00361593	702429	CHAIR TAI CHI BLANKET FOR CHAI	80.00
12/05/2012	C302763	2013	LSC21012	OH		00362403	702429	CHAIR TAI CHI INSTRUCTOR CLASS	180.00
12/05/2012	C302763	2013	DSC21012	OH		00362403	702429	CHAIR TAI CHI INSTRUCTOR CLASS	120.00
12/10/2012	C301539	2013	NOV 2012	OH		00362423	705337	CONZ, GLORIA BLANKET CERAMIC I	450.00
02/06/2013	C301539	2013	JAN 2013	OH		00364345	705337	CONZ, GLORIA BLANKET CERAMIC I	600.00
03/11/2013	C301539	2013	JAN 10-31	OH		00365245	705337	CONZ, GLORIA BLANKET CERAMIC I	600.00
04/04/2013	C301539	2013	03/07-27/13	OH		00366412	705337	CONZ, GLORIA BLANKET CERAMIC I	600.00
05/16/2013	C301539	2013	APR 2013	OH		00367818	705337	CONZ, GLORIA BLANKET CERAMIC I	445.50

Object 5481000 Total:

Object Total: 3,955.50
 Net EN: 0.00
 Object Total with EN: 3,955.50

Account Number	Org Key Title	Object Desc.							
1101451110-5492111	Senior Citizens	Telephone Cellular							
Date	Reference	FY	Inv	Type	Misc	Check#	PE ID	Description	Amount
03/08/2013	C304592	2013	171788610	OH		00365389	707542	SPRINT SPECTRUM CELLULAR PHONE	253.36
03/08/2013	C304592	2013	171788610	OH		00365389	707542	SPRINT SPECTRUM CELLULAR PHONE	357.05
04/09/2013	C304592	2013	17178861000	OH		00366774	707542	SPRINT SPECTRUM CELLULAR PHONE	252.17
05/01/2013	C304592	2013	MARCH 2013	OH		00367443	707542	SPRINT SPECTRUM CELLULAR PHONE	265.30

Object 5492111 Total:

Object Total: 1,127.88
 Net EN: 0.00
 Object Total with EN: 1,127.88

Galv Cnty Production

Transaction Details

10/1/2012 - 5/31/2013

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
1101451110-5493100									TEXAS RECREATIO Programs and P	50.00
									SENIOR GUIDANCE One Eighth Pag	900.00
									OUTBACK T-SHIRT Set Up	30.00
									OUTBACK T-SHIRT Speciality Ite	850.00
									OUTBACK T-SHIRT Pens inprinted	41.77
									SRG SERVICES IN Full Page Disp	1,000.00
									SENIOR NEWS LLC Houston/Bay Ar	212.00
									SENIOR NEWS LLC Houston-Bay Ar	195.04
									SENIOR NEWS LLC Houston-Bay Ar	195.04

Object Desc.
Advertising

Object 5493100 Total:

Object Total: 3,473.85
Net EN: 0.00
Object Total with EN: 3,473.85

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
1101451110-5495100									NATIONAL RECREA REGISTRATION F	-377.10
									Rcls C210285 Reg Fees NRPA Jen	377.10

Object Desc.
Education - DO NOT USE

Object 5495100 Total:

Object Total: 0.00
Net EN: 0.00
Object Total with EN: 0.00

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
1101451110-5496100									Travel and Education	715.55

Object Desc.
Travel and Education

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
11/05/2012	JEPC1105122013			JEP1112	JE	PCRD			N/A..N/A 0433PCRD/682987878 /0000000000	-139.23
11/17/2012	C302190	2013	10/1519/12	OH203057	OH		00361955		714689 STOUT, JENNIFER REIMBURSEMENT	225.00
01/07/2013	JEPC0107132013			JEP0113	JE	PCRD			N/A..N/A 0433PCRD/697161819 /0000000000	225.00
01/31/2013	JE000354922013			J130661	JE				N/A..N/A Rcls xp frm GF to Fd2921-31	-225.00
03/11/2013	C305325	2013	TRAINING	OH210964	OH		00365275		431945 GALVESTON COUNT ATTEND FOOD	150.00
04/02/2013	JE000358342013			J130963	JE				N/A..N/A Rcls C210285 Reg Fees NRPA Jen	-377.10
04/11/2013	C306426	2013	244047	OH213666	OH		00366731		407541 NATIONAL RECREA REGISTRATION J	377.10
05/10/2013	139646	2013		C1306948	CR				151300 151300 P-Card Purchases	-17.99

Object 5496100 Total:

Object Total: 933.33
Net EN: 0.00
Object Total with EN: 933.33

Account Number
 1101451110-5496301
Org Key Title
 Senior Citizens

Object Desc.
 Auto Mileage

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
10/26/2012	C301820	2013	OCT 2012	OH201804	OH		00361299	410478	ORTIZ, TERESA Mileage Reimburs	49.50
11/05/2012	C302046	2013	OCT 2012	OH202239	OH		00361511	402266	SMITH, PATRICIA MILEAGE FROM I	64.35
12/10/2012	C302977	2013	OCT-DEC 2012	OH204995	OH		00362599	402266	SMITH, PATRICIA MILEAGE 10-29-	62.70
01/18/2013	C303750	2013	DEC 2012	OH207420	OH		00363708	710163	PATEL, NINA MILEAGE 12-19-2012	15.40
01/18/2013	C303751	2013	DEC 2012	OH207421	OH		00363741	402266	SMITH, PATRICIA MILEAGE FROM I	55.55
01/28/2013	C304109	2013	JAN 2013	ML0H207922	OH		00363985	402266	SMITH, PATRICIA MILEAGE JAN.3-	36.85
03/08/2013	C305326	2013	JAN-FEB 2013	OH210946	OH		00365384	402266	SMITH, PATRICIA MILEAGE FROM I	77.00
03/14/2013	C305372	2013	FEB-MAR	OH211260	OH		00365722	714689	STOUT, JENNIFER MILEAGE REIMBU	67.10
04/11/2013	C306284	2013	FEB-MAR	OH213378	OH		00366773	402266	SMITH, PATRICIA MILEAGE REIMBU	62.70
05/06/2013	C307167	2013	MAY 1 2013	OH215282	OH		00367671	410478	ORTIZ, TERESA Mileage Reimburs	5.50
05/09/2013	C307205	2013	050213	MLG OH215592	OH		00367518	715646	BROWN, SAMANTHA MILEAGE	15.40

Object 5496301 Total:

Object Total: 512.05
Net EN: 0.00
Object Total with EN: 512.05

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
1101451110-5501020									Grant Match-Mandatory	
	12/06/2012	C302741	2013IVC171904	OH204474	OH		00362637	703768	VALLEY SERVICES HOUSTON GALVES	2,257.74
	12/06/2012	C302741	2013IVC171494	OH204475	OH		00362637	703768	VALLEY SERVICES HOUSTON GALVES	3,666.33
	12/06/2012	C302741	2013INV171296	OH204477	OH		00362637	703768	VALLEY SERVICES HOUSTON GALVES	4,035.96
	12/06/2012	C302741	2013IVC171900	OH204473	OH		00362637	703768	VALLEY SERVICES HOUSTON GALVES	2,464.80
	12/06/2012	C302741	2013IVC171294	OH204478	OH		00362637	703768	VALLEY SERVICES HOUSTON GALVES	4,796.88
	12/06/2012	C302741	2013IVC170754	OH204482	OH		00362637	703768	VALLEY SERVICES HOUSTON GALVES	4,842.24
	12/06/2012	C302741	2013IVC170964	OH204479	OH		00362637	703768	VALLEY SERVICES HOUSTON GALVES	4,495.50
	12/06/2012	C302741	2013IVC170962	OH204480	OH		00362637	703768	VALLEY SERVICES HOUSTON GALVES	4,585.16
	12/06/2012	C302741	2013IVC170756	OH204481	OH		00362637	703768	VALLEY SERVICES HOUSTON GALVES	4,162.32
	12/10/2012	C302741	2013IVC171492	OH204476	OH		00362637	703768	VALLEY SERVICES HOUSTON GALVES	4,278.64
	12/18/2012	C302387	20131112126	OH203429	OH		00362751	707222	CPI FOODS INC. TWO PACK SHELF	1,688.50
	12/19/2012	C302741	2013IVC00000017DH205745		OH		00363024	703768	VALLEY SERVICES HOUSTON GALVES	1,725.36
	12/19/2012	C302741	2013IVC00000017DH205746		OH		00363024	703768	VALLEY SERVICES HOUSTON GALVES	1,688.31
	12/19/2012	C302741	2013IVC00000017DH205747		OH		00363024	703768	VALLEY SERVICES HOUSTON GALVES	4,544.08
	12/19/2012	C302741	2013IVC00000017DH205744		OH		00363024	703768	VALLEY SERVICES HOUSTON GALVES	2,866.12
	12/19/2012	C302741	2013IVC00000017DH205748		OH		00363024	703768	VALLEY SERVICES HOUSTON GALVES	3,936.06
	12/19/2012	C302741	2013IVC00000017DH205750		OH		00363024	703768	VALLEY SERVICES HOUSTON GALVES	4,084.23
	12/19/2012	C302741	2013IVC00000017DH205749		OH		00363024	703768	VALLEY SERVICES HOUSTON GALVES	2,137.86
	01/31/2013	JE000354572013		J130631	JE			N/A..N/A	Rcls Valley Oct/Nov Inv	-62,256.09
	01/31/2013	JE000354722013		J130638	JE			N/A..N/A	Transf match GF-Fd2921	63,000.00
	03/31/2013	JE000388352013		J131158	JE			N/A..N/A	RECL TO NEW BUDGET LINE ITEMS	-63,000.00

Object 5501020 Total:

Object Total: 0.00
Net EN: 0.00
Object Total with EN: 0.00

Account Number	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
1101451110-5503021									Food Cost Title III Supplement	

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

11/01/2012	C301598	2013OCT 2012	OH201978	OH	00361501	700001	SANTA FE SENIOR BLANKET \$500.0	500.00
12/03/2012	C301598	2013NOVEMBER	OH204053	OH	00362333	700001	SANTA FE SENIOR BLANKET \$500.0	500.00
01/02/2013	C303377	2013IVC172981	OH205921	OH	00363322	703768	VALLEY SERVICES TO PROVIDE MEA	3,856.14
01/02/2013	C303377	2013IVC172979	OH205922	OH	00363322	703768	VALLEY SERVICES TO PROVIDE MEA	4,619.92
01/02/2013	C303376	20131210127	OH205920	OH	00363124	707222	CPI FOODS INC. SHELF STABLE ME	6,226.00
01/02/2013	C303377	2013IVC172422	OH205923	OH	00363322	703768	VALLEY SERVICES TO PROVIDE MEA	3,516.48
01/14/2013	C301598	2013DECEMBER	OH206666	OH	00363474	700001	SANTA FE SENIOR BLANKET \$500.0	500.00
01/28/2013	C301598	2013JANUARY	OH207921	OH	00363976	700001	SANTA FE SENIOR BLANKET \$500.0	500.00
01/31/2013	JE00035475	2013	J130642	JE		N/A..N/A	ReIs var SenGF Inv to Grt 2921	-18,218.54
02/01/2013	C304369	2013191311	OH207748	OH	00364112	707222	CPI FOODS INC. SHELF STABLE ME	99.00
02/14/2013	C304370	2013IVC00000017	OH208774	OH	00364651	703768	VALLEY SERVICES HOME DELIVERED	534.04
02/21/2013	C304824	2013IVC00000017	OH209818	OH	00364905	703768	VALLEY SERVICES JANUARY 2013 V	699.30
02/21/2013	C304824	2013IVC00000017	OH209819	OH	00364905	703768	VALLEY SERVICES JANUARY 2013 V	609.39
02/21/2013	C304824	2013IVC00000017	OH209820	OH	00364905	703768	VALLEY SERVICES JANUARY 2013 V	395.00
02/21/2013	C304918	2013IVC00000017	OH208656	OH	00364905	703768	VALLEY SERVICES TO PAY VALLEY	5,449.23
02/21/2013	C304918	2013IVC00000017	OH208659	OH	00364905	703768	VALLEY SERVICES TO PAY VALLEY	4,811.76
02/21/2013	C304824	2013IVC00000017	OH209817	OH	00364905	703768	VALLEY SERVICES JANUARY 2013 V	423.44
02/21/2013	C304918	2013IVC00000017	OH208660	OH	00364905	703768	VALLEY SERVICES TO PAY VALLEY	5,222.88
02/21/2013	AJ130050R	2013	J130666R	JE		N/A..N/A	Rvsl of acert Valley-Sept Inv	-39,269.98
02/21/2013	C304918	2013IVC00000017	OH208661	OH	00364905	703768	VALLEY SERVICES TO PAY VALLEY	4,752.72
02/21/2013	C304918	2013IVC00000016	OH208662	OH	00364905	703768	VALLEY SERVICES TO PAY VALLEY	5,478.72
02/21/2013	C304918	2013IVC00000016	OH208663	OH	00364905	703768	VALLEY SERVICES TO PAY VALLEY	4,883.92
02/21/2013	C304918	2013IVC00000016	OH208664	OH	00364905	703768	VALLEY SERVICES TO PAY VALLEY	4,624.80
02/21/2013	C304918	2013IVC00000016	OH208665	OH	00364905	703768	VALLEY SERVICES TO PAY VALLEY	599.13
02/21/2013	C304958	2013IVC00000016	OH208665	OH	00364905	703768	VALLEY SERVICES TO PAY FINAL V	3,446.82
03/04/2013	C301598	2013FEBRUARY	OH210174	OH	00365121	700001	SANTA FE SENIOR BLANKET \$500.0	500.00
03/04/2013	C304980	20131210126	OH210185	OH	00364965	707222	CPI FOODS INC. FINAL BILL DEC.	759.00
03/04/2013	C305100	2013JAN 31 2013	OH210604	OH	00364927	711225	BAY AREA MEALS TDA (TFT) F/Y 2	1,000.00
03/28/2013	C301598	2013MARCH 2013	OH212492	OH	00366318	700001	SANTA FE SENIOR BLANKET \$500.0	500.00
03/31/2013	JE0035787A	2013	J130917A	JE		N/A..N/A	Trmf \$\$ to Sen Ctn Grt	92,200.00
03/31/2013	JE00038835	2013	J131158	JE		N/A..N/A	RECL TO NEW BUDGET LINE ITEMS	-91,566.96
03/31/2013	JE0035787B	2013	J130917B	JE		N/A..N/A	Adjmt to JE35787A	-99.00
03/31/2013	JE0035787B	2013	J130917B	JE		N/A..N/A	Adjmt to JE35787A	-534.04
05/03/2013	C301598	2013APRIL 2013	OH215157	OH	00367433	700001	SANTA FE SENIOR BLANKET \$500.0	500.00

****Galv Cnty Production****

Transaction Details

10/1/2012 - 5/31/2013

05/31/2013 C301598 2013MAY 2013 OH217260 OH 00368395 700001 SANTA FE SENIOR BLANKET \$500.0 500.00

Object 5503021 Total:

Object Total: 8,519.17
 Net EN: 0.00
 Object Total with EN: 8,519.17

Account Number 1101451110-5910100
 Org Key Title Senior Citizens

Object Desc.
 Grant Match - Mandatory

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
03/31/2013	JE000388352013			J131158	JE			N/A..N/A	RECL TO NEW BUDGET LINE ITEMS	63,000.00

Object 5910100 Total:

Object Total: 63,000.00
 Net EN: 0.00
 Object Total with EN: 63,000.00

Account Number 1101451110-5910200
 Org Key Title Senior Citizens

Object Desc.
 Grant Match - Discretionary

Date	Reference	FY	Inv	Batch ID	Type	Misc	Check#	PE ID	Description	Amount
03/31/2013	JE000388352013			J131158	JE			N/A..N/A	RECL TO NEW BUDGET LINE ITEMS	91,566.96

Object 5910200 Total:

Object Total: 91,566.96
 Net EN: 0.00
 Object Total with EN: 91,566.96

Org Key 1101451110 Total:

Total DR Transactions: 792,665.53
 Total CR Transactions: 279,523.84
 Net (DR - CR): 513,141.69

Total Key EN: 0.00



COUNTY of GALVESTON

Department of Parks & Senior Services

4102 Main Street (FM 519) • La Marque, Texas 77568
Phone: (409) 934-8100 • Fax: (409) 934-8140
www.galvestonparks-seniors.org

Cost Allocation / Methodology Plan

Purpose

The purpose of the Galveston County Department of Parks & Senior Services cost allocation plan is to summarize in writing, the procedures and methods used to allocate costs to various programs, specifically the H-GAC grant contract/agreement. Only costs that are allowable will be allocated to this grant.

Accounts

The County's Auditor Department has created a fund account (Fund 2921) for the H-GAC grant program. This fund is divided into three sections; Home-Delivered, Congregate and Transportation for Title IIIB & C services.

Personnel

Documented time sheets are required and show the time spent for all employees on the grant program. Salaries & wages are charged directly to the program for which work has been completed. Costs that benefits more than one of the programs will be allocated to those programs based on a percentage that the individual spends working on different programs. Fringe benefits, vacation, and sick time are also allocated in the same manner as salaries and wages.

Food Costs

Food purchased directly from our supplier is set-up to be coded to the two nutrition based programs (congregate and home-delivered) by the vendor on our invoices. This assists us with tracking the direct cost of the meal orders on a weekly basis. Food expenses are charged directly to the program that benefits from the service.

Consumables

Consumables are charged directly to the program that benefits from the service. If more than one program benefits, then a ratio/percentage of the consumable cost is used to allocate the cost to the particular program.

Mileage Reimbursement

Mileage reimbursement is charged directly to the program that benefits from the service. In our case, this is charged to our home-delivered meal program as mileage is used by our Case Managers to be out in the field completing assessments.

Vehicles - Gas & Oil/Repair & Maintenance

Vehicles are marked and assigned to each program. Costs are allocated to the vehicle that is assigned to the particular program. If a vehicle is used for more than one program, the costs would then be allocated to those programs that benefit from the costs.

Our Mission:

To provide comprehensive and diverse recreational and senior services opportunities for Galveston county Citizens and visitors, through the stewardship of our resources.



COUNTY of GALVESTON

Department of Parks & Senior Services

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Advertising

Based on the type of advertisement, costs are allocated to the program that benefits from the service. If more than one program is advertised, the costs would then be allocated based on a ratio of each program's participation in the advertisement.

Contractual Agreements

Expenses related to contractual agreements are allocated based upon the program that benefits from the program.

Other Fees - Allowable

All other allowable fees would be charged directly to the program that benefits from the service. If more than one program benefits then a ratio/percentage of each program's involvement in the "other fees" would be used to allocate the cost.

Our Mission:

To provide comprehensive and diverse recreational and senior services opportunities for Galveston county Citizens and visitors, through the stewardship of our resources.

GALVESTON COUNTY, TEXAS
STATE SINGLE AUDIT REPORT
Year Ended September 30, 2012



GALVESTON COUNTY, TEXAS
STATE SINGLE AUDIT REPORT
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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

We have audited the financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Galveston County, Texas (“the County”) as of and for the year ended September 30, 2012, which collectively comprise the County’s basic financial statements and have issued our report thereon dated March 28, 2013. Our report includes a reference to other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Other auditors audited the financial statements of Galveston County Health District, as described in our report on the County’s financial statements. This report does not include the results of other auditors’ testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control over Financial Reporting

Management of the County is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered the County’s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements but not for the purpose of expressing an opinion on the effectiveness of the County’s internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the County’s internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis.

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined previously. However, we identified certain deficiencies in internal control over financial reporting, described in the accompanying schedule of findings and questioned costs as item #12-01, that we consider to be significant deficiencies in internal control over financial reporting. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The County's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit the County's response and, accordingly, we express no opinion on it.

Closing

This report is intended solely for the information and use of the County Commissioners, management, others within the organization, State awarding agencies and pass-through entities and is not intended to be, and should not be, used by anyone other than these specified parties.

Whitley Penn LLP

March 28, 2013

REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A DIRECT AND MATERIAL EFFECT ON EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH *OMB CIRCULAR A-133* AND THE STATE OF TEXAS UNIFORM GRANT MANAGEMENT STANDARDS CHAPTER IV *TEXAS STATE SINGLE AUDIT CIRCULAR*

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

Compliance

We have audited the compliance of Galveston County, Texas with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) Circular A-133 *Compliance Supplement* and the State of Texas Uniform Grant Management Standards Chapter IV *Texas State Single Audit Circular* that could have a direct and material effect on each of the County's major state programs for the year ended September 30, 2012. The County's major state programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major state programs is the responsibility of the County's management. Our responsibility is to express an opinion on the County's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the provisions of OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*; and, State of Texas Uniform Grant Management Standards Chapter IV *Texas State Single Audit Circular*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major state program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the County's compliance with those requirements.

In our opinion, the County complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major state programs for the year ended September 30, 2012.

Internal Control over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to state programs. In planning and performing our audit, we considered the County's internal control over compliance with the requirements that could have a direct and material effect on a major state program in order to

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133, and the State of Texas Uniform Grant Management Standards Chapter IV Texas State Single Audit Circular, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly we do not express an opinion on the effectiveness of the County's internal control over compliance.

A deficiency in internal control over compliance exists when then design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a state program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is reasonable possibility that material noncompliance with a type of compliance requirement of a state program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

Schedule of Expenditures of State Awards

We have audited the financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the County, as of and for the year ended September 30, 2012, and have issued our report thereon dated March 28, 2013, which contained unqualified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements as a whole. The accompanying Schedule of Expenditures of State Awards is presented for purposes of additional analysis as required by OMB Circular A-133 and the State of Texas Uniform Grant Management Standards Chapter IV *Texas State Single Audit* Circular and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of state awards is fairly stated in all material respects in relation to the financial statements as a whole.

Closing

This report is intended solely for the information and use of the County Commissioners, management, others within the organization, State awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Whitley Penn LLP
March 28, 2013

GALVESTON COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended September 30, 2012

I - Summary of Auditors' Results

Financial Statements

Type of auditors' report issued:	Unqualified
Internal Control over financial reporting:	
• Material weakness(es) identified?	None reported
• Significant deficiencies identified that are not considered to be material weaknesses?	Yes, #12-01
Noncompliance material to financial statements noted?	None reported

State Awards

Internal control over major programs:	
• Material weakness(es) identified?	None reported
• Significant deficiencies identified that are not considered to be material weaknesses?	None reported
Type of auditors' report issued on compliance for major programs:	Unqualified
Any audit findings disclosed that are required to be reported in accordance with section .510(a) of OMB Circular A-133?	None reported

Identification of Major Programs:

<u>State Grant Number</u>	<u>Name of State Program</u>
582-9-90416-15	Low Inc. Asst., Retrofit & Retirement (LIRAP)
582-12-20283	Low Inc. Asst., Retrofit & Retirement (LIRAP)
HDM-11-705	Texans Feeding Texans
HDM-12-808	Texans Feeding Texans
SA-T01-10051-12	Texas Automobile Theft Prevention Authority
SA-T01-10051-13	Texas Automobile Theft Prevention Authority

Dollar threshold used to distinguish between type A and type B State programs:	\$300,000
Auditee qualified as low-risk auditee?	No

GALVESTON COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)
Year Ended September 30, 2012

II - Financial Statement Findings

Finding #12-01 – Tax Office Bank Reconciliation

Criteria:

Cash accounts should be reconciled on a timely basis, and outstanding reconciling items should be properly identified and supported.

Condition:

During fiscal year 2012, the Tax Office closed the Highway bank account and monies were transferred to a new bank account. At the time the account was closed, reconciling items associated with that account had not been completely identified. As of the date of this report, the Tax Office Highway bank account has been reconciled through June 30, 2012. Consequently, the amount due to the County for their portion of the receipts had not been determined or properly recorded in the general ledger.

Context:

The auditors noted this while performing standard cash procedures.

Effect:

The primary activity of the Tax Office Highway bank account is the deposits of motor vehicle registration payments and the distribution to the State and County. Failure to reconcile bank accounts timely can create the opportunity for misstatements due to fraud or errors to occur and not be detected in a timely manner.

Recommendation:

The Tax Office should continue their efforts to identify the reconciling items and to make the appropriate entries to ensure that the accounting records are complete and accurate.

III – State Award Findings and Questioned Costs

The audit disclosed no federal award findings and questioned costs required to be reported.

IV - Status of Prior Year Findings and Questioned Costs

Finding #11-01 - Internal Controls over Sub-recipient Monitoring of the Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)

Resolved: Upon communication of this finding to management, and as of the date of the issuance of the 2011 state single audit report, the Director of Community Services arranged a meeting with H-GAC (sub-recipient) to discuss the sub-recipient's processes and internal audit procedures. The Director of Community Services met with H-GAC's AirCheck Texas Project Coordinator, Workforce Program Manager, and AirCheck Texas Financial Aid Specialist. The Director of Community Services is continuing to work on formally documenting the procedures for monitoring the LIRAP program.

GALVESTON COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)
Year Ended September 30, 2012

V - Views of Responsible Officials and Planned Corrective Action

Finding #12-01 Tax Office Bank Reconciliation **Description:** Management concurs with the recommendation. In addition to the change in bank accounts, a change in personnel contributed to reconciliations falling behind. A corrective action plan has been in place since October 2012, and, at the conclusion of tax season, additional staff was assigned to assist with the effort.

Responsible party: Cheryl Johnson, Tax Assessor Collector

Estimated completion date: July 1, 2013

GALVESTON COUNTY, TEXAS
SCHEDULE OF EXPENDITURES OF STATE AWARDS
For the Year Ended September 30, 2012

<u>Grantor/Program Title-State</u>	<u>State Grantors Number</u>	<u>Disbursement/ Expenditures</u>
Texas Commission on Environmental Quality		
<i>Direct:</i>		
<i>Low Inc. Asst., Retrofit & Retirement (LIRAP)</i>	582-9-90416-15	\$ 284,815
<i>Low Inc. Asst., Retrofit & Retirement (LIRAP)</i>	582-12-20283	<u>11,103</u>
Total Texas Commission on Environmental Quality		<u>295,918</u>
Texas Department of Public Safety		
<i>Direct:</i>		
<i>Texas Automobile Theft Prevention Authority</i>	SA-T01-10051-12	440,432
<i>Texas Automobile Theft Prevention Authority</i>	SA-T01-10051-13	<u>30,588</u>
Total Texas Department of Public Safety		<u>471,020</u>
Texas Department of Agriculture		
<i>Direct:</i>		
<i>Texans Feeding Texans</i>	HDM-11-705	55,481
<i>Texans Feeding Texans</i>	HDM-12-808	<u>81,568</u>
Total Texas Department of Agriculture		<u>137,049</u>
Office of the Governor, Criminal Justice Division		
<i>Direct:</i>		
<i>Galveston County Adult Drug Court Program</i>	SF-12-A10-25200-01	<u>42,825</u>
Total Office of the Governor, Criminal Justice Division		<u>42,825</u>
Total State Awards Requiring Single Audit Act Compliance		<u>\$ 946,812</u>

GALVESTON COUNTY, TEXAS
NOTES ON ACCOUNTING POLICIES FOR STATE AWARDS

Note 1 - Basis of Accounting

Galveston County, Texas accounts for state funding using the modified accrual method of accounting. This basis of accounting recognizes revenues in the accounting period in which they become susceptible to accrual, i.e. both measurable and available, and expenditures in the accounting period in which the liability is incurred, if measurable, except for certain compensated absences, claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources. Equipment purchases for grant purposes are treated as expenses in the schedule of expenditures of state awards and typically capitalized for financial statement purposes.

State grant funds are considered to be earned to the extent of expenses made under the provisions of the grant, and, accordingly, when such funds are received, they are recorded as deferred revenues until earned. Generally, unused balances are returned to the grantor at the close of specified project periods.

GALVESTON COUNTY, TEXAS
FEDERAL SINGLE AUDIT REPORT
Year Ended September 30, 2012



GALVESTON COUNTY, TEXAS
FEDERAL SINGLE AUDIT REPORT
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**REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON
COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE
WITH *GOVERNMENT AUDITING STANDARDS***

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

We have audited the financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of Galveston County, Texas (“the County”) as of and for the year ended September 30, 2012, which collectively comprise the County’s basic financial statements and have issued our report thereon dated March 28, 2013. Our report includes a reference to other auditors. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Other auditors audited the financial statements of Galveston County Health District, as described in our report on the County’s financial statements. This report does not include the results of other auditors’ testing of internal control over financial reporting or compliance and other matters that are reported on separately by those auditors.

Internal Control over Financial Reporting

Management of the County is responsible for establishing and maintaining effective internal control over financial reporting. In planning and performing our audit, we considered the County’s internal control over financial reporting as a basis for designing our auditing procedures for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County’s internal control over financial reporting. Accordingly, we do not express an opinion on the effectiveness of the County’s internal control over financial reporting.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected on a timely basis.

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

Our consideration of internal control over financial reporting was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over financial reporting that might be deficiencies, significant deficiencies or material weaknesses. We did not identify any deficiencies in internal control over financial reporting that we consider to be material weaknesses, as defined previously. However, we identified certain deficiencies in internal control over financial reporting, described in the accompanying schedule of findings and questioned costs as item #12-01, that we consider to be significant deficiencies in internal control over financial reporting. A *significant deficiency* is a deficiency, or combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the County's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

The County's response to the findings identified in our audit is described in the accompanying schedule of findings and questioned costs. We did not audit the County's response and, accordingly, we express no opinion on it.

Closing

This report is intended solely for the information and use of the County Commissioners, management, others within the organization, federal awarding agencies and pass-through entities and is not intended to be, and should not be, used by anyone other than these specified parties.

Whitley Penn LLP

March 28, 2013

**REPORT ON COMPLIANCE WITH REQUIREMENTS THAT COULD HAVE A
DIRECT AND MATERIAL EFFECT ON EACH MAJOR PROGRAM AND ON
INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE
WITH OMB CIRCULAR A-133**

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

Compliance

We have audited the compliance of Galveston County, Texas (“the County”) with the types of compliance requirements described in the U.S. Office of Management and Budget (OMB) *Circular A-133 Compliance Supplement* that could have a direct and material effect on each of the County’s major federal programs for the year ended September 30, 2012. The County’s major federal programs are identified in the summary of auditors’ results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of the County’s management. Our responsibility is to express an opinion on the County’s compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and, the provisions of OMB Circular A-133, *Audits of States, Local Governments and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County’s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the County’s compliance with those requirements.

In our opinion, the County complied, in all material respects, with the requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2012.

Internal Control over Compliance

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the requirements of laws, regulations, contracts, and grants applicable to federal programs. In planning and performing our audit, we considered the County’s internal control over compliance with the requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance

To the Honorable Mark Henry, County Judge
and Members of the Commissioners Court
Galveston County, Texas

and to test and report on internal control over compliance in accordance with OMB Circular A-133, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly we do not express an opinion on the effectiveness of the County's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be deficiencies, significant deficiencies, or material weaknesses. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above.

Schedule of Expenditures of Federal Awards

We have audited the financial statements of the governmental activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the County, as of and for the year ended September 30, 2012, and have issued our report thereon dated March 28, 2013, which contained unqualified opinions on those financial statements. Our audit was performed for the purpose of forming opinions on the financial statements as a whole. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget *Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations*, and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the financial statements as a whole.

Closing

This report is intended solely for the information and use of the County Commissioners, management, others within the organization, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Whitley Penn LLP

March 28, 2013

GALVESTON COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year Ended September 30, 2012

I. - Summary of Auditors' Results

Financial Statements

Type of auditors' report issued:	Unqualified
Internal Control over financial reporting:	
• Material weakness(es) identified?	None reported
• Significant deficiencies identified that are not considered to be material weaknesses?	Yes, #12-01
Noncompliance material to financial statements noted?	None reported

Federal Awards

Internal control over major programs:	
• Material weakness(es) identified?	None reported
• Significant deficiencies identified that are not considered to be material weaknesses?	None reported
Type of auditors' report issued on compliance for major programs:	Unqualified
Any audit findings disclosed that are required to be reported in accordance with section .510(a) of OMB Circular A-133?	None reported

Identification of Major Programs:

<u>CFDA Number</u>	<u>Name of Federal Program</u>
14.228	Community Development Block Grant - Housing
14.228	Community Development Block Grant - Non-Housing
16.710	Cops Hiring Recovery Program (ARRA)
97.039	Hazard Mitigation Grant Program - Home Buy Out Program
97.039	Hazard Mitigation Grant Program - Severe and Repetitive Loss Program

Dollar threshold used to distinguish between type A and type B federal programs:	\$1,589,510
Auditee qualified as low-risk auditee?	No

GALVESTON COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)
Year Ended September 30, 2012

II. - Financial Statement Findings

Finding #12-01 – Tax Office Bank Reconciliation

Criteria:

Cash accounts should be reconciled on a timely basis, and outstanding reconciling items should be properly identified and supported.

Condition:

During fiscal year 2012, the Tax Office closed the Highway bank account and monies were transferred to a new bank account. At the time the account was closed, reconciling items associated with that account had not been completely identified. As of the date of this report, the Tax Office Highway bank account has been reconciled through June 30, 2012. Consequently, the amount due to the County for their portion of the receipts had not been determined or properly recorded in the general ledger.

Context:

The auditors noted this while performing standard cash procedures.

Effect:

The primary activity of the Tax Office Highway bank account is the deposits of motor vehicle registration payments and the distribution to the State and County. Failure to reconcile bank accounts timely can create the opportunity for misstatements due to fraud or errors to occur and not be detected in a timely manner.

Recommendation:

The Tax Office should continue their efforts to identify the reconciling items and to make the appropriate entries to ensure that the accounting records are complete and accurate.

III. - Federal Award Findings and Questioned Costs

The audit disclosed no federal award findings and questioned costs required to be reported.

Section IV. - Status of Prior Year Findings and Questioned Costs

Finding #11-01 - Internal Controls over Sub-recipient Monitoring of the Low Income Vehicle Repair Assistance, Retrofit, and Accelerated Vehicle Retirement Program (LIRAP)

Resolved: Upon communication of this finding to management, and as of the date of the issuance of the 2011 state single audit report, the Director of Community Services arranged a meeting with H-GAC (sub-recipient) to discuss the sub-recipient's processes and internal audit procedures. The Director of Community Services met with H-GAC's AirCheck Texas Project Coordinator, Workforce Program Manager, and AirCheck Texas Financial Aid Specialist. The Director of Community Services is continuing to work on formally documenting the procedures for monitoring the LIRAP program.

GALVESTON COUNTY, TEXAS
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)
Year Ended September 30, 2012

Section V. - Views of Responsible Officials and Planned Corrective Action

Finding #12-01 Tax Office Bank
Reconciliation

Description: Management concurs with the recommendation. In addition to the change in bank accounts, a change in personnel contributed to reconciliations falling behind. A corrective action plan has been in place since October 2012, and, at the conclusion of tax season, additional staff was assigned to assist with the effort.

Responsible party: Cheryl Johnson, Tax Assessor Collector

Estimated completion date: July 1, 2013

GALVESTON COUNTY, TEXAS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended September 30, 2012

Federal Grantor/Pass-through Grantor/Program Title	Federal CFDA Number	Pass Through Grantors Number	Disbursement/ Expenditures
U.S. Department of Agriculture			
<i>Passed through Texas Department of Human Services:</i>			
<i>National School Lunch Program</i>	10.555	N/A	\$ 58,514
Total U.S. Department of Agriculture			<u>58,514</u>
U.S. Department of Housing and Urban Development			
<i>Passed through the Texas General Land Office:</i>			
<i>CDBG Housing Grant</i>	14.228	72090014	41,771,059
<i>CDBG Non-Housing Grant</i>	14.228	DRS010052	5,176,942
Total U.S. Department of Housing and Urban Development			<u>46,948,001</u>
U.S. Department of Justice			
<i>Direct:</i>			
<i>Edward Byrne Justice Assistance Grant Program*</i>	16.738	2011-DJ-BX-3279	19,620
<i>FY 09 Recovery Act Edward Byrne Memorial Justice Asst. (ARRA)*</i>	16.804	2009-SB-B9-3131	1,998
<i>Cops Hiring Recovery Program (ARRA)</i>	16.710	2009-RK-WX-0821	546,368
			<u>567,986</u>
<i>Passed through Texas Criminal Justice Division:</i>			
<i>Juvenile Accountability Block Grant</i>	16.523	JB-11J20-13300-13	5,323
<i>Victims Coordinator Liaison Grant (VCLG)</i>	16.575	VA-12-V30-25500-01	3,259
<i>Violence Against Womens Act (VAWA)</i>	16.588	WF-11-V30-20028-04	45,652
<i>Violence Against Womens Act (VAWA)</i>	16.588	WF-12-V30-20028-05	4,834
Total passed through Texas Criminal Justice Division			<u>59,068</u>
Total U.S. Department of Justice			<u>627,054</u>
Department of Homeland Security			
<i>Passed through Governor's Division of Emergency Management/ Texas Department of Public Safety</i>			
<i>Emergency Management Performance</i>	97.042	12-TX-EMPG-0334	97,541
<i>Hazard Mitigation Grant Program-Home Buy out Program</i>	97.039	DR 1791-059	3,399,063
<i>Disaster Grants/Ike</i>	97.036	FEMA 1791-DR-TX	192,300
Total passed through Texas Department of Public Safety			<u>3,688,904</u>
<i>Passed through Houston Galveston Area Council</i>			
<i>Urban Area Security Initiative</i>	97.008	2009-SS-T9-0064	73,921
<i>Urban Area Security Initiative</i>	97.008	EMW 2011-SS-00019	41,226
<i>State Homeland Security Program</i>	97.067	2009-GE-T9-0034	7,240
<i>Citizen Corp Program</i>	97.053	2010-SS-T0-0008	17,878
Total passed through Houston Galveston Area Council			<u>140,265</u>
<i>Passed through Texas Water Development Board</i>			
<i>Hazard Mitigation Grant Program - Severe and Repetitive Loss Program</i>	97.039	TWDB-1200011417	685,035
Total Department of Homeland Security			<u>4,514,204</u>

* Denotes Cluster

GALVESTON COUNTY, TEXAS
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended September 30, 2012

Federal Grantor/Pass-through Grantor/Program Title	Federal CFDA Number	Pass Through Grantors Number	Disbursement/ Expenditures
U.S. Department of Health and Human Services			
<i>Passed through Houston Galveston Area Council:</i>			
<i>Supportive Services III-B</i>	93.044	AAA011-08	\$ 74,783
<i>Congregate & Home Delivered Meal Program III-C</i>	93.045	AAA011-08	495,288
Total Passed through Houston Galveston Area Council			<u>570,071</u>
 <i>Passed through the Texas Department of Family and Protective Services</i>			
<i>Foster Care Title IV-E</i>	93.658	23379437	30,000
<i>Foster Care Title IV-E</i>	93.658	23357158	75,000
Total Passed through Texas Department of Family and Protective Services			<u>105,000</u>
 <i>Passed through the Texas Juvenile Probation Commission:</i>			
<i>Foster Care Title IV-E</i>	93.658	TJPC-E-2012-084	46,302
Total U.S. Dept. of Health and Human Services			<u>721,373</u>
 U.S. Department of Energy			
<i>Passed through Texas Comptroller of Public Accounts:</i>			
<i>Energy Efficiency and Conservation Block Grant - ARRA</i>	81.128	3732MM	114,504
Total U.S. Department of Energy			<u>114,504</u>
 Total Federal Awards			 <u><u>\$ 52,983,650</u></u>

GALVESTON COUNTY, TEXAS
NOTES ON ACCOUNTING POLICIES FOR FEDERAL AWARDS

Note 1 - Basis of Accounting

Galveston County, Texas accounts for federal funding using the modified accrual method of accounting. This basis of accounting recognizes revenues in the accounting period in which they become susceptible to accrual, i.e. both measurable and available, and expenditures in the accounting period in which the liability is incurred, if measurable, except for certain compensated absences, claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources. Equipment purchases for grant purposes are treated as expenses in the schedule of expenditures of federal awards and typically capitalized for financial statement purposes.

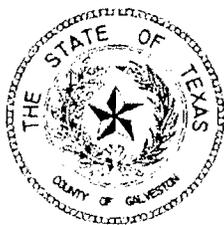
Federal grant funds are considered to be earned to the extent of expenses made under the provisions of the grant, and, accordingly, when such funds are received, they are recorded as deferred revenues until earned. Generally, unused balances are returned to the grantor at the close of specified project periods.

Note 2 - Community Disaster Loan Program

In fiscal year ended September 30, 2009, the County participated in the Community Disaster Loan Program through the Department of Homeland Security (FEMA) and received an award of \$5 million. The note bears interest at 2.875% per annum and matures on June 18, 2014. Neither principal nor interest payments are required until maturity. The terms of the loan provide that if the recipient jurisdiction has not recovered sufficiently to meet its operating budget after three full fiscal years, repayment of all or part of the loan may be cancelled. The amount of accrued interest on the loan as of September 30, 2012 was \$432,038.

Note 3 - Related Party Transactions

A County Commissioner is the owner of a title company that processes the settlements of the Hazard Mitigation Grant Program buy outs. In the fiscal year ended September 30, 2012, that title Company earned revenues of \$84,580 from those settlements. The Commissioner abstains from voting on all agenda items that involve the buy-out program and that could entail a conflict of interest.



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

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

Ron Chapa, CPA
First Assistant County Auditor –
Director of Internal Audit

LaToya Jordan
First Assistant County Auditor –
Director of IT Systems

Jeff Modzelewski, CPA
First Assistant County Auditor –
Director of Accounting

August 9, 2013

Jennifer Krupa
Programs Manager
Galveston County Parks and Senior Services
4102 Main Street (FM 519)
La Marque, Texas 77568

Dear Ms. Krupa:

Pursuant to your request of Thursday morning, August 8, 2013, via e-mail to Troy Stringer in our office, this communication on Galveston County Auditor's Office letterhead confirms that, as a local government, Galveston County is exempt from federal income tax, and it therefore does not file a federal income-tax return with the Internal Revenue Service.

Should you need anything further in this regard, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read "Rice".

Randall Rice, CPA
Galveston County Auditor

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return) Galveston County	
Business name/disregarded entity name, if different from above	
Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input checked="" type="checkbox"/> Other (see instructions) ▶ Government	
<input checked="" type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 722 Moody (21st Street)	Requester's name and address (optional)
City, state, and ZIP code Galveston, TX 77550	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number								

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									
7	4	-	6	0	0	0	9	0	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶ 8-12-13
------------------	----------------------------	-----------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

Galveston County Health District



PERMIT

PT0005951

This is to certify that the establishment shown below

CITY OF FRIENDSWOOD SENIOR PROGRAM
416 Morningside Dr
FRIENDSWOOD, TX 77546

Has completed the requirements of the Health District and is
hereby granted this PERMIT to conduct operations as a
Exempt Low Risk Food Operation

This permit is to be placed on display and remains valid for the
period shown below

Valid From 6/30/2012 To 6/30/2013

unless suspended or revoked for non-compliance with the rules of the
Galveston County Health District. **This permit is not transferrable.**

Facility # FA0000454

Program # PR0001581



Martin Entringer

Martin Entringer
Consumer Health Services Manager

Harlan "Mark" Guidry

Harlan "Mark" Guidry
Chief Executive Officer & Health Authority

Galveston County Health District



PERMIT

PT0006786

This is to certify that the establishment shown below

GALVESTON COUNTY DEPARTMENT OF PARKS & SENIOR SERVICES JOHNSON COMMUNITY
CENTER
4102 Main St
LA MARQUE, TX 77568

Has completed the requirements of the Health District and is
hereby granted this PERMIT to conduct operations as a
Exempt High Risk Food Operation

This permit is to be placed on display and remains valid for the
period shown below

Valid From 4/1/2013 To 3/31/2014

unless suspended or revoked for non-compliance with the rules of the
Galveston County Health District. **This permit is not transferrable.**

Facility # FA0001361

Program # PR0002416



Martin Entringer

Martin Entringer
Consumer Health Services Manager

Harlan "Mark" Guidry

Harlan "Mark" Guidry
Chief Executive Officer & Health Authority

Galveston County Health District



PERMIT

PT0005548

This is to certify that the establishment shown below

BACLIFF COMMUNITY CENTER
4503 11th St
BACLIFF, TX 77518

Has completed the requirements of the Health District and is hereby granted this PERMIT to conduct operations as a Exempt High Risk Food Operation

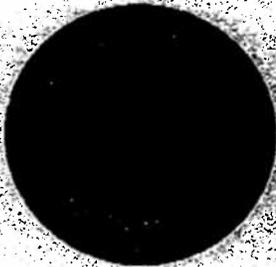
This permit is to be placed on display and remains valid for the period shown below

Valid From 4/1/2013 To 3/31/2014

unless suspended or revoked for non-compliance with the rules of the Galveston County Health District. **This permit is not transferrable.**

Facility # FA0003806

Program # PR0001178



Martin Entringer

Martin Entringer
Consumer Health Services Manager

Mark Guidry

Mark Guidry
Chief Executive Officer & Health Authority

Galveston County Health District



PERMIT

PT0005712

This is to certify that the establishment shown below

DICKINSON SR. CITIZEN CTR. N/P
2714 Highway 3
DICKINSON, TX 77539

Has completed the requirements of the Health District and is hereby granted this PERMIT to conduct operations as a Exempt Low Risk Food Operation

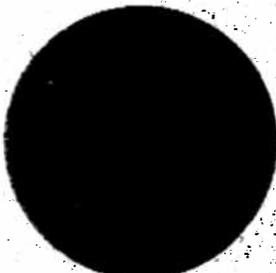
This permit is to be placed on display and remains valid for the period shown below:

Valid From 4/1/2013 To 3/31/2014

unless suspended or revoked for non-compliance with the rules of the Galveston County Health District. **This permit is not transferrable.**

Facility # FA0000178

Program # PR0001342



Martin Entringer

Martin Entringer
Consumer Health Services Manager

Harlan "Mark" Guidry

Harlan "Mark" Guidry
Chief Executive Officer & Health Authority

GALVESTON COUNTY HEALTH DISTRICT

ENVIRONMENTAL AND CONSUMER HEALTH DIVISION

CERTIFICATE OF COMPLETION



GALVESTON COUNTY HEALTH DISTRICT

THIS CERTIFIES THAT
Nora Belcher

HAS SATISFACTORILY COMPLETED THE
TRAINING COURSE FOR:

FOOD MANAGER

AND IS HEREBY REGISTERED WITH THE
GALVESTON COUNTY HEALTH DISTRICT

Martina Estrine

Betty N. Richardson

Environmental and Consumer Health Manager

Environmental and Consumer Health Education Coordinator

Date Issued: 8/29/2012

Expiration Date: 8/29/2017

8hrs

GALVESTON COUNTY HEALTH DISTRICT

ENVIRONMENTAL AND CONSUMER HEALTH DIVISION

CERTIFICATE OF COMPLETION

THIS CERTIFIES THAT:
Peggy Davis
HAS SATISFACTORILY COMPLETED THE
TRAINING COURSE FOR:

FOOD MANAGER
AND IS HEREBY REGISTERED WITH THE
GALVESTON COUNTY HEALTH DISTRICT

Martin Entinger

Director of
Environmental and Consumer Health

Issued: 09/22/2009

Expiration Date: 03/22/2014

Find your certificate attached:

Food Manager

Please verify that the information is correct. Please contact the Galveston County Health District ENVIRONMENTAL AND CONSUMER HEALTH DIVISION AT (409) 938-2303 should you find any errors.

Galveston County Sr. Citizen
4102 Main Street
Lamarque, Texas 77568

GALVESTON COUNTY HEALTH DISTRICT

ENVIRONMENTAL AND CONSUMER HEALTH DIVISION

CERTIFICATE OF COMPLETION



Martin Estrungas

**Director of
Environmental and Consumer Health**

Issued: 09/22/2009

Expiration Date: 03/22/2014

Find your certificate attached:

Food Manager

Please verify that the information is correct. Please contact the Galveston County Health District ENVIRONMENTAL AND CONSUMER HEALTH DIVISION AT (409) 938-2303 should you find any errors.

**Olda Perez
4102 Main Street
LaMarque, Texas 77568**

GALVESTON COUNTY HEALTH DISTRICT

ENVIRONMENTAL AND CONSUMER HEALTH DIVISION

CERTIFICATE OF COMPLETION THIS CERTIFIES THAT

Lydia Rodriguez

HAS SATISFACTORILY COMPLETED THE
TRAINING COURSE FOR:

FOOD MANAGER

AND IS HEREBY REGISTERED WITH THE
GALVESTON COUNTY HEALTH DISTRICT

Martin C. ...
Environmental and Consumer Health SVC Manager

Betty N. Richardson S.
Education Coordinator

Date Issued: 03/27/2012

Expiration Date: 03/27/2017

8HRS

**GALVESTON COUNTY
HEALTH DISTRICT**

ENVIRONMENTAL AND CONSUMER HEALTH DIVISION

CERTIFICATE OF COMPLETION

THIS CERTIFIES THAT:

JAMIE EUBANKS

HAS SATISFACTORILY COMPLETED THE
TRAINING COURSE FOR:

Food Manager

AND IS HEREBY REGISTERED WITH THE

GALVESTON COUNTY HEALTH DISTRICT

Martin Entinger

Environmental and Consumer Health Manager
Date Issued: 12/12/2012

Betty N. Richardson, R.S.

Environmental and Consumer Health Education Coordinator
Expiration Date: 12/12/2017

8hrs

Attached is your certificate for a: **Food Manager**
Please verify that the information is correct. If you find any errors please contact the GALVESTON COUNTY HEALTH DISTRICT ENVIRONMENTAL AND CONSUMER HEALTH DIVISION AT (409) 938-2411.

City of Friendswood

GALVESTON COUNTY HEALTH DISTRICT

ENVIRONMENTAL AND CONSUMER HEALTH DIVISION

CERTIFICATE OF COMPLETION

THIS CERTIFIES THAT: **GENIE M BALDERAZ**
GALVESTON COUNTY HEALTH DISTRICT

GENIE M BALDERAZ
HAS SATISFACTORILY COMPLETED THE
TRAINING COURSE FOR:

FOOD SERVICE MANAGER
AND IS HEREBY REGISTERED WITH THE
GALVESTON COUNTY HEALTH DISTRICT

Martin Cortez

Director
Environmental and Consumer Health

Certificate Number:

6288

Date Issued:

12/11/2007

Expiration Date:

12/11/2012

LM

Number of Hours: 8

Attached is your certificate for:

FOOD SERVICE MANAGER

Please verify that the information is correct. Should you find any errors please contact the
Galveston County Health District ENVIRONMENTAL AND CONSUMER HEALTH DIVISION
AT 409-938-2411.

CITY OF FRIENDSWOOD SENIOR PROGRAM
416 MORNINGSIDE DR
FRIENDSWOOD TX 77546

GALVESTON COUNTY HEALTH DISTRICT

ENVIRONMENTAL AND CONSUMER HEALTH DIVISION

CERTIFICATE OF COMPLETION

THIS CERTIFIES THAT
DOROTHY DAVIS
HAS SATISFACTORILY COMPLETED THE
TRAINING COURSE FOR:
FOOD HANDLER
AND IS HEREBY REGISTERED WITH THE
GALVESTON COUNTY HEALTH DISTRICT

Martin Entinger

Environmental and Consumer Health Manager

Date Issued: 03/07/2012

Betty N. Richardson R.S.

Environmental and Consumer Health Education Coordinator

Expiration Date: 03/07/2013

4hrs

Attached is your certificate for:

Food Manager

Please verify that the information is correct. If you find any errors please contact the GALVESTON COUNTY HEALTH DISTRICT ENVIRONMENTAL AND CONSUMER HEALTH DIVISION AT (409) 938-2411.

Galveston County Department of Parks & Senior Services

GALVESTON COUNTY HEALTH DISTRICT

ENVIRONMENTAL AND CONSUMER HEALTH DIVISION

CERTIFICATE OF COMPLETION

THIS CERTIFIES THAT
SUSIE HILL
HAS SATISFACTORILY COMPLETED THE
TRAINING COURSE FOR:

FOOD HANDLER

AND IS HEREBY REGISTERED WITH THE
GALVESTON COUNTY HEALTH DISTRICT

Martina Entinger

Environmental and Consumer Health Manager

Date Issued: 03/07/2012

Betty N. Richardson R.S.

Environmental and Consumer Health Education Coordinator

Expiration Date: 03/07/2013

4hrs

Attached is your certificate for:

Food Manager

Please verify that the information is correct. If you find any errors please contact the GALVESTON COUNTY HEALTH DISTRICT ENVIRONMENTAL AND CONSUMER HEALTH DIVISION AT (409) 938-2411.

Galveston County Department of Parks & Senior Services

GALVESTON COUNTY HEALTH DISTRICT

ENVIRONMENTAL AND CONSUMER HEALTH DIVISION

CERTIFICATE OF COMPLETION

THIS CERTIFIES THAT
RANDY WRIGHT
HAS SATISFACTORILY COMPLETED THE
TRAINING COURSE FOR:

FOOD HANDLER

AND IS HEREBY REGISTERED WITH THE
GALVESTON COUNTY HEALTH DISTRICT

Martin Entinger

Environmental and Consumer Health Manager

Date Issued: 03/07/2012

Betty N. Richardson R.S.

Environmental and Consumer Health Education Coordinator

Expiration Date: 03/07/2013

4hrs

Attached is your certificate for:

Food Manager

Please verify that the information is correct. If you find any errors please contact the GALVESTON COUNTY HEALTH DISTRICT ENVIRONMENTAL AND CONSUMER HEALTH DIVISION AT (409) 938-2411.

Galveston County Department of Parks & Senior Services

GALVESTON COUNTY HEALTH DISTRICT

ENVIRONMENTAL AND CONSUMER HEALTH DIVISION

CERTIFICATE OF COMPLETION



THIS CERTIFIES THAT

NINA PATEL

**HAS SATISFACTORILY COMPLETED THE
TRAINING COURSE FOR:**

FOOD HANDLER

**AND IS HEREBY REGISTERED WITH THE
GALVESTON COUNTY HEALTH DISTRICT**

Martin Entinger

Environmental and Consumer Health Manager

Date Issued: 03/07/2013

Betty N. Richardson R.S.

Environmental and Consumer Health Education Coordinator

Expiration Date: 03/07/2013

4hrs

Attached is your certificate for:

Food Manager

Please verify that the information is correct. If you find any errors please contact the GALVESTON COUNTY HEALTH DISTRICT ENVIRONMENTAL AND CONSUMER HEALTH DIVISION AT (409) 938-2411.

Galveston County Department of Parks & Senior Services

GALVESTON COUNTY HEALTH DISTRICT

ENVIRONMENTAL AND CONSUMER HEALTH DIVISION

CERTIFICATE OF COMPLETION

THIS CERTIFIES THAT:

La Brenda Lee

HAS SATISFACTORILY COMPLETED THE
TRAINING COURSE FOR:

FOOD HANDLER

AND IS HEREBY REGISTERED WITH THE
GALVESTON COUNTY HEALTH DISTRICT

Martin Entinger

Environmental and Consumer Health Manager

Date Issued: 03/07/2012

Betty N. Richardson R.S.

Environmental and Consumer Health Education Coordinator

Expiration Date: 03/07/2013

4hrs

Attached is your certificate for:

Food Manager

Please verify that the information is correct. If you find any errors please contact the GALVESTON COUNTY HEALTH DISTRICT ENVIRONMENTAL AND CONSUMER HEALTH DIVISION AT (409) 938-2411.

Galveston County Department of Parks & Senior Services

GALVESTON COUNTY HEALTH DISTRICT

ENVIRONMENTAL AND CONSUMER HEALTH DIVISION

CERTIFICATE OF COMPLETION



THIS CERTIFIES THAT:

SUB RICHARDSON

**HAS SATISFACTORILY COMPLETED THE
TRAINING COURSE FOR:**

FOOD HANDLER

**AND IS HEREBY REGISTERED WITH THE
GALVESTON COUNTY HEALTH DISTRICT**

Martin Entinger

Environmental and Consumer Health Manager

Date Issued: 03/07/2012

Betty W Richardson R.S.

Environmental and Consumer Health Education Coordinator

Expiration Date: 03/07/2013

4hrs

Attached is your certificate for:

Food Manager

Please verify that the information is correct. If you find any errors please contact the GALVESTON COUNTY HEALTH DISTRICT ENVIRONMENTAL AND CONSUMER HEALTH DIVISION AT (409) 938-2411.

Galveston County Department of Parks & Senior Services

Rachel,

An updated with revised date will be sufficient and need the documents by Mon. 8/12. Thank you

Teresa Ortiz
Operations Manager-Senior Services Division
4102 Main Street (FM 519)
La Marque, Texas 77568
409-770-6252 Direct
409-934-8100 Parks Administrative Office Fax# 409-765-3136
teresa.ortiz@co.galveston.tx.us www.galvestonparks-seniors.org

Find us at www.facebook.com/GalvestonCountytx and join the conversation Follow us on Twitter at www.twitter.com/GalCoTx

-----Original Message-----

From: Wynslow, Rachel
Sent: Friday, August 09, 2013 10:49 AM
To: Ortiz, Teresa
Subject: RE: County Insurance

Teresa,

I'm working on getting you a current copy of the crime bond to show that it's still valid. I can write a letter to go along with it if you want. Do you need a new letter from legal or will the updated policy and letter be enough? Nothing has changed since last year.

Thank you,
Rachel Wynslow

-----Original Message-----

From: Ortiz, Teresa
Sent: Thursday, August 08, 2013 10:50 AM
To: Wynslow, Rachel
Subject: County Insurance

Hello Rachel,

Please open the attached and this is what I am requesting. Thanks.

Teresa Ortiz
Operations Manager-Senior Services Division
4102 Main Street (FM 519)
La Marque, Texas 77568
409-770-6252 Direct
409-934-8100 Parks Administrative Office Fax# 409-765-3136
teresa.ortiz@co.galveston.tx.us www.galvestonparks-seniors.org



Find us at www.facebook.com/GalvestonCountytx and join the conversation Follow us on Twitter at www.twitter.com/GalCoTx



Section 9

CONFLICT OF INTEREST QUESTIONNAIRE

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



ATTACHMENTS A-H

A- Authorized Signature Form

B- Certification Regarding Debarment

Federal Executive Order 12549 requires funding agencies to screen each covered potential contractor / subcontractor to determine whether each has a right to obtain a contract / grant in accordance with federal regulations on debarment, suspension, ineligibility and voluntary exclusion.

Each covered contractor / subcontractor must also screen each of its covered subcontractors / providers. Failure to comply with this request will result in the rejection of an applicant's proposal. An eligible organization meets one of the following criteria if:

- o Any organization proposed to contract or subcontract to render goods or services receiving in excess of \$25,000 in federal funds; or
- o Any organization proposed to contract or subcontract, regardless of the amount, that will have a critical influence on or substantive control over that covered transaction; such as principal investigators, providers of audit services, and researchers.

Code of Federal Regulations Title 45 Part 74.13 (45CFR734.13) and Part 76 (45CFR76).

C- Affirmative Action Plan

Affirmative action is a management responsibility to take necessary steps to eliminate the effects of past and present job discrimination, intended or unintended, which is evident from an analysis of employment practices and policies. It is the policy of this agency that equal employment opportunity is afforded to all persons regardless of race, color, ethnic origin, religion, sex or age. This applicant is committed to uphold all laws related to Equal Employment Opportunity including, but not limited to, the following.

- o Title VI of the Civil Rights Act of 1964

ACT: <http://www.usdoj.gov/crt/cor/coord/titlevistat.htm>

http://www.usdoj.gov/crt/grants_statutes/titlevi.txt

United States Code Title 42 Section 2000e-2 (42USC2000e-2) and Section 2000d – 2000d-7 (42USC2000d). Cross Reference: United States Code Title 29 Section 621 (29USC621)

- o The Equal Pay Act of 1963

Code of Federal Regulations Title 29 Part 1620 (29CFR1620) and Part 1621 (29CFR1621) Procedures and Part 1604 (29CFR1604) Guidelines on discrimination because of sex..

- o The Age Discrimination Act

<http://www.tc.unl.edu/enemeth/adea.html>

United States Code Title 29 Section 621 (29USC621)

Federal Executive Order 11246

Administration of Aging Program Instruction AoA PI-75-11

- o Section 504 of the Rehabilitation Act of 1973

ACT: <http://www.hud.gov/progdesc/s-504.cfm>

Code of Federal Regulations Title 45 Part 84.1 (45CFR84.1) and Part 84.11 (45CFR84.11).

D- Title VI of the Civil Rights Act of 1964 –

The vendor and their subcontractors shall ensure that benefits and services available under this contract are provided in a non-discriminatory manner as required by Title VI of the Civil Rights Act of 1964, as amended.

ACT: <http://www.usdoj.gov/crt/cor/coord/titlevistat.htm>

http://www.usdoj.gov/crt/grants_statutes/titlevi.txt

United States Code Title 42 Section 2000e-2 (42USC2000e-2) and Section 2000d – 2000d-7 (42USC2000d). Cross Reference: United States Code Title 29 Section 621 (29USC621)

E- Assurances

Please review the list of assurances and sign, date, and complete the last page of the assurances.

H-GAC Authorization Agreement for Direct Deposit

Direct deposit is available to Title III vendors who wish to receive their reimbursements electronically. Direct deposit ensures your organization's funds are securely deposited. Direct deposit will also help vendors with their cash flow and cash management. New vendors are encouraged to participate. If you are a new vendor or a current H-GAC vendor affiliated with new bank you should complete an Authorization Agreement for Direct Deposit. To get your organization set up for direct deposit complete the Authorization Agreement for Direct Deposit. H-GAC's Finance

Department will contact your organization when your direct deposit account has been established. If you have detail questions related to H-GAC's direct deposit please contact Ms. Marivic Keenan, H-GAC Chief Accountant at (713) 993-2415, by email mkeenan@h-gac.com. This form must be completed even if your organization has completed this form in the past. A new form must be completed for each fiscal year.

G- H-GAC Authorization Agreement for Emailing Invoice

Vendors are encouraged to email their invoices. If vendors are not able to email their invoice, original invoices must be mailed. Faxed invoices not be accepted for reimbursement. Email invoices to the following: Marianne.zagrzejewski@h-gac.com, This form must be completed even if your organization has completed this form in the past. A new form must be completed for each fiscal year.

H- H-GAC Authorization Agreement for Fax Reporting

Vendors that are providing a service that requires a monthly service log and/or other supporting documentation may fax their service log(s) and/or other supporting documentation. Vendor authorized staff must sign each service log before faxing. If vendors are not able to fax their service log(s), signed service logs must be mailed. Emailed service logs will not be accepted for reimbursement UNLESS the vendor has scanned the signed service log. Service Logs must be signed. This form must be completed even if your organization has completed this form in the past. A new form must be completed for each fiscal year.

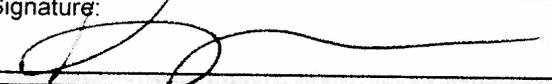
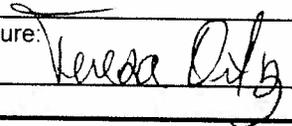
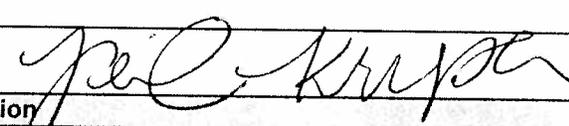
**Houston-Galveston Area Agency on Aging Application Section 8
DIRECT PURCHASE OF SERVICES**

Attachment A

**Houston-Galveston Area Council
Area Agency on Aging
Authorized Signature Form
For Request for Payment
Direct Purchase of Service Program**

Vendor Name and Address: Galveston County Department of Parks & Senior Services, 4102 Main Street, La Marque, TX 77568

Signature of individuals authorized to sign Vendor Agreement and/or Vendor Invoice

Vendor Agreement		Vendor Agreement	
1. Print Name: <u>Mark Henry</u>	2. Print Name: <u>Kelly Snook</u>		
Type Name: Mark Henry	Type Name: <u>Kelly Snook</u>		
Type Title: County Judge	Type Title: <u>Director</u>		
Signature: 	Signature: 		
Vendor Invoices		Vendor Invoices	
1. Print Name: <u>Teresa Ortiz</u>	2. Print Name: <u>Jennifer Krupa</u>		
Type Name: Teresa Ortiz	Type Name: Jennifer Krupa		
Type Title: Operations Manager	Type Title: Programs Manager		
Signature: 	Signature: 		

Name of Contacts at your organization

1. Name of Administrative Contact Person	2. Name of Administrative Contact Person
<div style="border: 1px solid black; padding: 5px;">Jennifer Krupa</div>	<div style="border: 1px solid black; padding: 5px;">Teresa Ortiz</div>

I certify that the signatures above are of the individuals authorized to sign for Vendor Agreement and/or Vendor Invoice.

Mark Henry, County Judge

Print Name and Title of Authorized Official

Mark Henry, County Judge

Type Name and Title of Authorized Official



Signature of Authorized Official

8/8/2013

Date

Attachment B
FY 2014
CERTIFICATION
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Federal Executive Order 12549 requires the Texas Department on Aging (TDoA) to screen each covered potential contractor/grantee to determine whether each has a right to obtain a contract/grant in accordance with federal regulations on debarment, suspension, ineligibility, and voluntary exclusion. Each covered contractor/grantee must also screen each of its covered subcontractors/providers.

In this certification "contractor/grantee" refers to both contractor/grantee and subcontractor/subgrantee; "contract/grant" refers to both contract/grant and subcontract/subgrant.

By signing and submitting this certification the potential contractor/grantee accepts the following terms:

- 1 The certification herein below is a material representation of fact upon which reliance was placed when this contract/grant was entered into. If it is later determined that the potential contractor/grantee knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, or the Texas Department on Aging may pursue available remedies, including suspension and/or debarment.
- 2 The potential contractor/grantee shall provide immediate written notice to the person to which this certification is submitted if at any time the potential contractor/grantee learns that the certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- 3 The words "covered contract," "debarred," "suspended," "ineligible," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this certification have meanings based upon materials in the Definitions and Coverage sections of federal rules implementing Executive Order 12549. Usage is as defined in the attachment.
- 4 The potential contractor/grantee agrees by submitting this certification that, should the proposed covered contract/grant be entered into, it shall not knowingly enter into any subcontract with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Health and Human Services, United States Department of Agriculture or other federal department or agency, and/or the Texas Department on Aging, as applicable.

Do you have or do you anticipate having subcontractors/subgrantees under this proposed contract?..... YES NO

- 5 The potential contractor/grantee further agrees by submitting this certification that it will include this certification titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion for Covered Contracts and Grants" without modification, in all covered subcontracts and in solicitations for all covered subcontracts.
- 6 A contractor/grantee may rely upon a certification of a potential subcontractor/subgrantee that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered contract/grant, unless it knows that the certification is erroneous. A contractor/grantee must, at a minimum, obtain certifications from its covered subcontractors/subgrantees upon each subcontract's/subgrant's initiation and upon each renewal.
- 7 Nothing contained in all the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this certification document. The knowledge and information of a contractor/grantee is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

Certification Regarding Debarment, Suspension, ...

- 8 Except for contracts/grants authorized under paragraph 4 of these terms, if a contractor/grantee in a covered contract/grant knowingly enters into a covered subcontract/subgrant with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in the transaction, in addition to other remedies available to the federal government, Department of Health and Human Services, United State Department of Agriculture, or other federal department or agency, as applicable, and/or the Texas Department on Aging may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION FOR COVERED CONTRACTS AND GRANTS

Indicate which statement applies to the covered potential contractor/grantee:

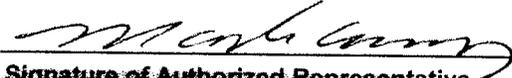


The potential contractor/grantee certifies, by submission of this certification, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract/grant by any

The potential contractor/grantee is unable to certify to one or more of the terms in this certification. In this instance, the potential contractor/grantee must attach an explanation for each of the above terms to which he is unable to make certification. Attach

NAME OF POTENTIAL CONTRACTOR/GRANTEE:

VENDOR ID NO./FEDERAL EMPLOYER'S ID NO.:



Signature of Authorized Representative

Mark Henry

Print Name of Authorized Representative

Mark Henry

Type Name of Authorized Representative

County Judge

Title of Authorized Representative

8/8/2013

Date

THIS CERTIFICATION IS FOR FY 2014, PERIOD BEGINNING October 1, 2013 and ENDING September 30, 2014.

Attachment C
AFFIRMATIVE ACTION PLAN

Galveston County Department of Parks & Senior Services HEREBY AGREES THAT IT WILL ENACT

Galveston County Department of Parks & Senior Services

AFFIRMATIVE ACTION PLAN. Affirmative action is a management responsibility to take necessary steps to eliminate the effects of past and present job discrimination, intended or unintended, which is evident from an analysis of employment practices and policies. It is the policy of this agency that equal employment opportunity is afforded to all persons regardless of race, color, ethnic origin, religion, sex or age.

This applicant is committed to uphold all laws related to Equal Employment Opportunity including, but not limited to, the following.

Title VI of the Civil Rights Act of 1964 which prohibits discrimination because of race, color, religion, sex or nations origin in all employment practices including hiring, firing, promotions, compensation, and other terms, privileges, and conditions of employment.

The **Equal Pay Act of 1963** which covers all employees who are covered by the Fair Labor Standards Act. The act forbids pay differentials on the basis of sex.

The **Age Discrimination Act** which prohibits discrimination because of age against anyone between the ages of 40 and 70.

Federal Executive Order 11246 which requires every contract with Federal financial assistance to contain a clause against discrimination because of race, color, religion, sex or national origin.

Administration of Aging Program Instruction AoA PI-75-11 which requires all grantees to develop affirmative action plans. Agencies, which are part of an "umbrella agency," shall develop and implement an affirmative action plan for single organizational unit on aging. Preference for hiring shall be given to qualified older persons (subject to requirements of merit employment systems).

Section 504 of the Rehabilitation Act of 1973 which states that employers may not refuse to hire or promote handicapped persons solely because of their disability.

Mark Henry is the designated person with executive authority responsible for the implementation of this affirmative action plan. Policy information on affirmative action and equal employment opportunity shall be disseminated through employee meetings, bulletin boards, and any newsletters prepared by this agency.

Work Force Analysis: Paid Staff

Total Staff:	Persons	# Full Time	# Part Time
Older (60+)		# 4,27%	# 4,57%
Minority		# 12,80%	# 1,14%
Women		# 13,87%	# 7,100%

8/8/2013

Mark Henry
Signature of Authorized Official

County Judge
Title of Authorized Official

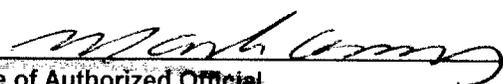
Attachment D
**ASSURANCE OF COMPLIANCE WITH THE DEPARTMENT OF HEALTH AND HUMAN SERVICES
REGULATION UNDER TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

Galveston County Department of Parks & Senior Services (hereinafter called the "Applicant")
Name of Applicant (Type or Print)

HEREBY AGREES THAT it will comply with Title VI of the Civil Rights Act of 1964 (P.L. 880352) and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80) issued pursuant to that title, to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant receives Federal financial assistance from the Department; and HEREBY GIVES ASSURANCE THAT it will immediately take any measures necessary to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant by the Department, this Assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal Financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is so provided, this Assurance shall obligate the Applicant for the period during which it retains ownership or possession of the property. In all other cases, this Assurance shall obligate the Applicant for the period during which the Federal financial assistance is extended to it by the Department.

THIS ASSURANCE is give in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Applicant by the Department, including installment payments after such a date on account of applications for Federal financial assistance which were approved before such date. The Applicant recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in the Assurance, and that the United States shall have the right to seek judicial enforcement of this Assurance. This Assurance is binding on the Applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this Assurance on behalf of the Applicant.


Signature of Authorized Official

8/8/2013
Date

Mark Henry
Printed Name of Authorized Official

County Judge
Title

4102 Main Street

La Marque, TX 77568
Applicant's Mailing Address

e. Child Support and Medical Support Enforcement – The vendor and their subcontractors shall ensure compliance with the Texas Family Code, Title 5, Chapter 231, Section 231.006, Ineligibility to Receive State Grants or Loans or Receive Payment on State Contracts. The vendor shall ensure that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if the individual or business entity named in this contract, bid, or application is not in compliance.

<http://www.capitol.state.tx.us/statutes/fatoc.html>

Texas Family Code, Title 5, Chapter 231, Section 231.006

f. Reporting Abuse – The vendor and their subcontractors shall ensure that all suspected cases of abuse, neglect, and exploitation of older persons be reported to the Texas Department of Protective and Regulatory Services at (1-800-252-5400) within 24 hours of awareness. Vendors and their subcontractors shall also report appropriate types of suspected abuse cases to local police officials

g. Participant Involvement & Grievances – The vendor and their subcontractors shall ensure compliance with the Texas Administrative Code 254.19 Grievance Procedures for Participants in Older American Act Programs. Participants in Older Americans Act Programs may submit grievances regarding specific actions or activities affecting their personal participation in the program or the conduct of the program as it relates to all participants at that site or location.


Signature of Authorized Official

8/8/2013
Date

Mark Henry
Print Name

County Judge
Title

Galveston County Department of Parks & Senior Services
Organization Name

2 Main Street

La Marque, TX 77568
Mailing Address



Attachment F
Houston-Galveston Area Council
AUTHORIZATION AGREEMENT FOR DIRECT DEPOSIT

Section 1 (TO BE COMPLETED BY PAYEE)

Galveston County Department of Parks & Senior Services

Individual/Company Name

74-6000908

Tax ID Number (SSN or Fed ID)

The Houston-Galveston Area Council is hereby authorized to credit the following account in lieu of any other payment method for amounts owed to us for goods delivered or services rendered. Furthermore, the Houston-Galveston Area Council is also authorized to debit the same account in an amount not to exceed the original credit for any erroneous deposits. The vendor agrees to notify the Houston-Galveston Area Council of any changes, which may affect this agreement within 24 hours.

Check One

Bank

Credit Union

Savings and Loan

This authorization will remain in effect until written notification has been provided to the Houston-Galveston Area Council with different instructions.

Authorized Signature

Mark Henry

Date:

8/8/2013

Name: Mark Henry

Title: County Judge

Telephone Number: 409-766-2244

Mailing Address: 722 Moody (21st Street)

Galveston, TX 77550



Section 2 (TO BE COMPLETED BY FINANCIAL INSTITUTION)

Prosperity Bank

Depository Name (Financial Institution)

Transit/ABA Number

113122655

2424 Market Street, Galveston, TX 77550

Depository Address

Account Number

7431431

FINANCIAL INSTITUTION CERTIFICATION

I confirm the identity of the above named payee(s) and the account number and title. As representative of the above-named financial institution, I certify that the financial institution agrees to receive and deposit the payment identified above in accordance with 31 CFR Parts 240, 209, and 210.

SOYHIE CHENG *Soyhie Cheng*
Print or Type Representative Name Signature

8-7-2013
Date

Please submit the original signed form by mail, only. Application is considered invalied without signed form. Please make a copy for your records.



INVOICE AUTHORIZATION AGREEMENT

Please Type or Print

VENDOR NAME: Galveston County Department of Parks & Senior Services
ADDRESS: 4102 Main Street, La Marque, TX 77568
TELEPHONE: 409-770-6251

Name of Employees Certifying Documents	Employee's Email Address	Employee's Signature
1. Teresa Ortiz	teresa.ortiz@co.galveston.tx.us	<i>Teresa Ortiz</i>
2. Jennifer Krupa	jennifer.stout@co.galveston.tx.us	<i>Jennifer Krupa</i>
3. Kelly Snook	kelly.snook@co.galveston.tx.us	<i>Kelly Snook</i>
4. Julie Diaz	julie.diaz@co.galveston.tx.us	<i>Julie Diaz</i>
5.		

Certification

I, a representative of the organization identified above, I confirm that the person(s) named are employees of our organization and are approved to sign and submit monthly invoice(s) and supporting documentation to the Houston-Galveston Area Council. I understand that this authorization will remain in effect until written notification has been provided to the Houston-Galveston Area Council within 24 hours with different instructions.

Mark Henry, County Judge
 Print or Type Representative Name

Mark Henry
 Signature

8/8/2013
 Date

Please submit the original signed form by mail, only. Application is considered invalid without signed form. Please make a copy for your records.



AND SHAREFILE AUTHORIZATION AGREEMENT

Please Type or Print

VENDOR NAME:	Galveston County Department of Parks & Senior Services
ADDRESS:	4102 Main Street, La Marque, TX 77568
TELEPHONE:	409-770-6251
FAX NUMBER:	409-766-2449

Name of Employee(s) Certifying Logs	Employee's Signature
1. Jackie Williams	
2. Teresa Ortiz	
3. Jennifer Krupa	
4.	
5.	
6.	

Certification

As a representative of the organization identified above, I confirm that the person(s) named are employees of our organization and are approved to conduct fax, scanning and sharefile transactions. I understand that this authorization will remain in effect until written notification has been provided to the Houston-Galveston Area Council within 24 hours with different instructions.

Mark Henry
Print or Type Representative Name

Signature

8/8/2013
Date

Please submit the original signed form by mail, only. Application is considered invalied without signed form. Please make a copy for your records.

**ATTACHMENT E
ASSURANCES
HOUSTON-GALVESTON AREA COUNCIL, AREA AGENCY ON AGING – ELDERLY & CAREGIVER
SUPPORT SERVICES**

The vendor and their subcontractors shall adhere to the following assurances listed below.

All Texas Administrative Code standards may be accessed at: <http://www.sos.state.tx.us/>

All Codes of Federal Regulations (CFR) may be accessed at: <http://www.gpoaccess.gov/cfr/index.html>

All United States Codes (USC) may be accessed at: <http://www.gpoaccess.gov/uscode/index.html>

a. Health Insurance Portability and Accountability Act of 1996 (HIPAA) - The vendor and their subcontractors shall adhere to Health Insurance Portability and Accountability Act of 1996 (HIPAA). HIPAA provides legislation to protect workers who leave their jobs from losing their ability to be covered by health insurance (Portability), and to protect the integrity, confidentiality, and availability of electronic health information (Accountability). The HIPAA regulations protect medical records and other individually identifiable health information, whether it is on paper, in computers or communicated orally.

Civil and criminal penalties for covered entities that misuse personal health information: For civil violations of the standards, monetary penalties up to \$100 per violation, up to \$25,000 per year, for each requirement or prohibition violated. Criminal penalties apply for certain actions such as knowingly obtaining protected health information in violation of the law. Criminal penalties can range up to \$50,000 and one year in prison for certain offenses; up to \$100,00 and up to five years in prison if the offenses are committed under "false pretenses"; and up to \$250,000 and up to 10 years in prison if the offenses are committed with the intent to sell, transfer, or use protected health information for commercial advantage, personal gain, or harm.

<http://www.cms.hhs.gov/hipaa/hipaa2>

The Vendor and their subcontractors shall have procedures to protect the confidentiality of information about older persons collected in the conduct of its responsibilities. The procedures shall ensure that no information about an older person, or obtained from an older person by a service provider or the State or area agencies, is disclosed by the provider or agency in a form that identifies the person without the informed consent of the person or of his or her legal representative, unless the disclosure is required by court order, or for program monitoring by authorized Federal, State, or local monitoring agencies (45CFR1321.51 and TAC270.1).

Vendors are not required to provide client nor detailed information to the general public. The Federal Freedom of Information Act (5 United States Code, 552) does not apply to such records. Unless required by Federal, State, or local law, grantees or vendors are not required to permit public access to such records. Vendors may be required to provide information that is summary or deidentified.

b. Americans with Disabilities Act of 1990 –

The vendor and their subcontractors shall comply with the requirements established under the American with Disabilities Act in meeting statutory deadlines established under the Act as they pertain to operations for employment, public accommodations, transportation, state, and local government operations and telecommunications.

ACT: <http://www.usdoj.gov/crt/ada/statue.html>

Home Page: <http://www.ada.gov/>

c. Section 504 of the Rehabilitation Act of 1973 –

The vendor and their subcontractors shall ensure compliance with Section 504 of the Rehabilitation Act of 1973, in regard to discrimination of the handicapped.

ACT:<http://www.hud.gov/progdesc/s-504.cfm>

Code of Federal Regulations Title 45 Part 84.1 (45CFR84.1) and Part 84.11 (45CFR84.11).

d. Age Discrimination in Employment Act of 1967 –

The Vendor shall comply with Age Discrimination in Employment Act of 1967. The ADEA prohibits employment discrimination against persons 40 years of age or older.

www.eeoc.gov/policy/adea.html

United States Code Title 29 Section 621 (29USC621)



Houston-Galveston Area Agency on Aging Application

Section 10

VEHICLE INVENTORY LIST, COMMUNICATION AND HOURS OF OPERATION

The goal of the section is to provide and improve mobility for elderly and/or disabled individuals throughout the Houston-Galveston area. The Area Agency on Aging target population, as designated by the OAA (Older Americans Act) of 1965, as amended, are those individuals 60 years of age and older with special emphasis on service to those living in rural areas, with greatest social and economic need, minorities, severe disabilities, limited English speaking ability, and with Alzheimer's disease or related disorders. (See 40 Texas Administration Code (TAC), Chapter 260.1).

Complete listing of vehicle fleet on table below.

	Vehicle Year	Vehicle Make	VIN (last 6 digits)	Purchase or Lease (Date or Year)	Passenger Capacity/Wheel chair	Vehicle Fleet Not Applicable to Applicant (check here)
EXAMPLE	2010	Dodge	269854	2/1/2010	5=2	
	2000	Ford	B19716	Purchase: 5/1/10	18=2	
	2000	Ford	A77493	Purchase: 1/1/00	18=2	
	2003	Ford	B48432	Purchase: 5/1/03	16=2	
	2009	Ford	A76896	Purchase: 7/6/09	Cargo Van	
	2009	Ford	A85687	Purchase: 7/23/09	Cargo Van	
	2009	Ford	B63781	Purchase: 7/29/09	15	
	2010	Ford	A80081	Purchase: 6/30/09	15	
	2012	Ford	B08372	Purchase: 6/28/12	Cargo Van	
	2007	Ford	A98039	Purchase: 5/9/07	Cargo Van	
	1998	Ford	A70512	County Fleet-Purchase	18=2	



VEHICLE INVENTORY LIST, COMMUNICATION AND HOURS OF OPERATION

How is dispatching accomplished? (check one)

<input type="checkbox"/>	Two-way Radios
<input checked="" type="checkbox"/>	Cellular Phones
<input type="checkbox"/>	Mobile Data Terminals
<input type="checkbox"/>	Other (describe)

Indicate Hours of Operation

Monday	7:30am	to	4:30pm
Tuesday	7:30am	to	4:30pm
Wednesday	7:30am	to	4:30pm
Thursday	7:30am	to	4:30pm
Friday	7:30am	to	4:30pm
Saturday	N/A	to	N/A
Sunday	N/A	to	N/A

Comments:

During what time is transportation services provided? (Check all that apply)

<input checked="" type="checkbox"/>	Weekdays
<input type="checkbox"/>	Weeknights after 6:00 PM
<input type="checkbox"/>	Weekends

Is transportation service currently contracted out to a third party operator? Yes No

If yes, provide the contact information.

Legal Entity Name:					
Physical Address (No P.O. Box):					
City:		State:		Zip Code:	
Phone No.:		Fax No.:		Email:	



Identify the Older Individuals Focal Point(s) in your Service Area

Vendor Name	Galveston County Department of Parks & Senior Services
Address	4102 Main Street
City, State, Zip	La Marque, TX 77568
Telephone	409-770-6251
Email Address	program-info@co.galveston.tx.us or jennifer.stout@co.galveston.tx.us
Program Director Name	Kelly Snook

List your organization's senior centers

Site Name	Wayne Johnson Community Center
Address	4102 Main Street
City, State, Zip	La Marque, TX 77568
Telephone	409-770-6251
Site Manager Name	Olda Perez

List your organization's senior centers

Site Name	Bacliff Community Center
Address	4503 11th Street
City, State, Zip	Bacliff, TX 77518
Telephone	281-316-8822
Site Manager Name	Peggy Davis

List your organization's senior centers

Site Name	Dickinson Community Center
Address	2714 Highway 3
City, State, Zip	Dickinson, TX 77539
Telephone	281-309-5011
Site Manager Name	Nora Belcher

List your organization's senior centers

Site Name	City of Friendswood - Friendswood Senior Center
Address	416 Morningside
City, State, Zip	Friendswood, TX 77546
Telephone	281-482-8441
Site Manager Name	Genie Balderaz

List your organization's senior centers

Site Name	City of League City - Eastern Regional Park - Senior Program
Address	2105 Dickinson Avenue
City, State, Zip	League City, TX 77573
Telephone	281-554-1183
Site Manager Name	Lydia Rodriguez

List your organization's senior centers

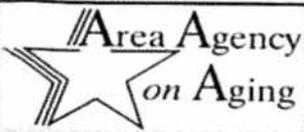
Site Name	City of Texas City - Nessler Center Seniors Program
Address	2010 5th Avenue North
City, State, Zip	Texas City, TX 77590
Telephone	409-643-5877 or 409-682-6935
Site Manager Name	Leonora Mendez

List your organization's senior centers

Site Name	
Address	
City, State, Zip	
Telephone	
Site Manager Name	

List your organization's senior centers

Site Name	
Address	
City, State, Zip	
Telephone	
Site Manager Name	



Houston-Galveston Area Agency on Aging Application Section 12
NUTRITION AND SUPPORT SERVICE VENDOR EVACUATION AND
PREPAREDNESS SERVICE PLAN

Purpose: To provide the Houston-Galveston Area Agency on Aging (AAA) with information on how the provider will coordinate emergency services and activities and develop long-range emergency preparedness plans. Please complete the following sections below. All sections must be answered thoroughly.

Section 1: Organization Information

Organization Name:	Galveston County Department of Parks & Senior Services
Executive Director/CEO Name:	Kelly Snook
Office Phone Number:	409-934-8100
Cell Phone Number:	832-693-6268
Secondary Contact Name:	Jennifer Krupa
Cell Phone Number:	832-474-2902
County:	Galveston

FFY Contract Period: **October 1, 2013 to September 30, 2014**

Target Population: Older persons identified as high risk should be given priority in an emergency situation. Their immediate medical needs and food supply should quickly be assessed and addressed.

Section 2: Organization Internal Plan

Yes	No	Key Disaster and Emergency Services
X		Does provider have emergency cell phone numbers of its staff?
X		Does provider have a staff emergency calling tree in place?
X		Does provider have an assigned primary staff to provide disaster information to the AAA?
X		Does provider have an assigned secondary staff to provide disaster information to the AAA?
X		Has the provider provided information and/or trained its staff on disaster preparedness within its organization? (Please attach)
X		Does the provider have a back-up plan in the event its food, supplies, or transportation source is out of commission? (Please attach)
X		Does the provider have an implemented plan to back-up computer systems? (Please attach)
X		Does the provider have an implemented plan to help protect confidential client records? (Please attach)

Section 3: Services & Activities Available

Yes	No	Key Disaster and Emergency Services
	X	Does your nutrition site have a generator?
X		Does provider have a client emergency calling tree in place?
X		Will the provider site serve as a cooling station?
X		Will the provider site serve as an emergency shelter?
X		Will the provider provide emergency transportation?
X		Will the provider provide emergency meals pre and post disaster?
X		Will the provider assist with 211 Registration Assistance?
X		Is the provider apart of the County or City disaster plan efforts?

Section 4: High Risk Individuals

Yes	No	Key Disaster and Emergency Services
X		Have the provider pre-identified individuals with special needs for emergency assistance?
X		Have the provider identified those who lack the ability to manage Adult Daily Living (ADL) without assistance?
		Have the provider identified those families, friends, and neighbors who can and will assist when an emergency occurs?
X		Have the provider identified those older persons who are isolated/homebound?
X		Have the provider identified those who have sensory impairments and/or mobility challenges?
X		Have the provider identified those with cognitive impairment or mental health needs?
X		Have the provider established a pre-identified high-risk list?

Section 5: Demographic Information

Total #	N/A	Unknown	Key Disaster and Emergency Services
602			How many total older individuals do you serve in your county area?
150			How many older individuals do you serve Congregate Meals?
322			How many older individuals do you serve Home Delivered Meals?
130			How many older individuals do provide transportation?
289			Based on client assessments, how many older individuals serviced by your organization have been identified with special needs?

Section 6: Organization Barriers (please identify below any barriers the organization may encounter in the event of an evacuation)

In the event of an evacuation, the County will be under the control of the County Judge and Office of Emergency Management. Our directives will come from outside of our Department. Therefore program barriers that would restrict the Department's ability to be apart of the evacuation plan could exist. For our clients, barriers could include physical (wheelchairs, curbs, blocked roadways, etc.), communication barriers (phones, road signs and lights out; cognitive and emotional barriers which restrict a person's ability to remain calm, make decisions and cope during an emergency; and transportation barriers to where they are not able to access reliable transportation during an evacuation.

Section 7: Organization long-range emergency preparedness plans (please list your organizations future plans)

The County has hired a new Emergency Management Coordinator to revamp the Counties emergency management plans and operations center. We have learned lessons from Hurricane Ike and thus prepare better and have first hand experience. Vehicles will always be parked on high ground beofre an evacuation. We are in the process of adopting a scanning system to record all documents electronically for preservation and confidentiality (countywide application). Blackboard connect is up and running where we can input our clients for emergency notifications. We have actively promoted to all consumers the necessity to sign up for 211 should they need help with evacuating. Along this line the county has buses, volunteers, and staff prepared to help transport individuals with special needs to embarcation sites to board for the trip to Austin should an emergency evacuation be called. This year in conjunction with the County Emergency Management Department we prepared and distributed to all consumers "hurricane preparedenss kits", which included brochures and educational materials, a little flashligh and a deck of cards displaying emergency management tips.

Section 13

Identifying & Valuing In-Kind

In-kind match may be obtained from a variety of sources and used to meet the non-federal share match requirements provided they are garnered from the administration and implementation of the Title III program. Collaborating with local organizations can often provide in-kind match. For example, collaborative steering committees and hosting meetings at other agency's offices may count as match, providing the organization is not funding all of its efforts with federal funds. Potential sources of in-kind match include, but are not limited to:

1. **Volunteer services used to assist with carrying out the program**
2. **Donated time of employees of other organizations**
3. **Donated supplies and loaned equipment or space**
4. **Donated equipment, buildings and land.**

Additionally, an AAA may identify in-kind match when utilizing a contractor. Sources may include but are not limited to:

1. Hiring a contractor to provide services at fee lower than they would usually charge or below market value. In this case, the difference between the fee being paid by the AAA and the contractor's usual fee, may count as match. For example, if the contractor typically charges \$75 per hour, and the AAA pays only \$50 per hour, the \$25 per hour difference may count as match.

2. Document the office support costs of a contractor. Independent contractors are familiar with documenting their office costs for tax purposes. Most contractors should be able to document the percentage of office costs associated with your project. 45 CFR 92.24 Matching or Cost Sharing provides guidelines for determining the value of third party in-kind contributions and how an AAA must document the value of third party in-kind contributions. Included is the complete text from 45 CFR 92.24 Matching or Cost Sharing. The sections that relate to valuing and recording third party in-kind contributions are bolded.

45 CFR 92.24 Matching or Cost Sharing

(a) **Basic rule: Costs and contributions acceptable.**

(b) satisfied by either or both of the following:

-1 Allowable costs incurred by the grantee, sub grantee or a cost-type contractor under the assistance agreement. This includes allowable costs borne by non-Federal grants or by other cash donations from non-Federal third parties.

-2 The value of third party in-kind contributions applicable to the period to which the cost sharing or matching requirement applies.

(b) **Qualifications and exceptions—**

-1 **Costs borne by other Federal grant agreements.**

Except as provided by Federal statute, a cost sharing or matching requirement may not be met by costs borne by another Federal grant. This prohibition does not apply to income earned by a grantee or sub grantee from a contract awarded under another Federal grant.

-2 **General revenue sharing.**

For the purpose of this section, general revenue sharing funds distributed under 31 U.S.C. 6702 are not considered Federal grant funds.

-3 **Cost or contributions counted towards other Federal costs-sharing requirements.**

Neither costs nor the values of third party in-kind contributions may count towards satisfying a cost sharing or matching requirement of a grant agreement if they have been or will be counted towards satisfying a cost sharing or matching requirement of another Federal grant agreement, a Federal procurement contract, or any other award of Federal funds.

-4 **Costs financed by program income.**

Costs financed by program income, as defined in Sec. 92.25, shall not count towards satisfying a cost sharing or matching requirement unless they are expressly permitted in the terms of the assistance agreement. (This use of general program income is described in Sec. 92.25(g).)

-5 **Services or property financed by income earned by contractors.**

Contractors under a grant may earn income from the activities carried out under the contract in addition to the amounts earned from the party awarding the contract. No costs of services or property supported by this income may count toward satisfying a cost sharing or matching requirement unless other provisions of the grant agreement expressly permit this kind of income to be used to meet the requirement.

-6 Records.

Costs and third party in-kind contributions counting towards satisfying a cost sharing or **matching** requirement must be verifiable from the records of grantees and sub grantee or cost-type contractors. These records must show how the value placed on third party in-kind contributions was derived. To the extent feasible, volunteer services will be supported by the same methods that the organization uses to support the allowability of regular personnel costs.

-7 Special standards for third party in-kind contributions.

- (i) Third party in-kind contributions count towards satisfying a cost sharing or matching requirement only where, if the party receiving the contributions were to pay for them, the payments would be allowable costs.
Some third party in-kind contributions are goods and services that, if the grantee, sub grantee, or contractor receiving the contribution had to pay for them, the payments would have been indirect costs. Costs sharing or matching credit for such contributions shall be given only if the grantee, sub grantee, or contractor has established, along with its regular indirect cost rate, a special rate for allocating to individual projects or programs the value of the contributions.
- (ii) A third party in-kind contribution to a fixed-price contract may count towards satisfying a cost sharing or matching requirement only if it results in:
 - (A) **An increase in the services or property provided under the contract (without additional cost to the grantee or sub grantee) or**
 - (B) **A cost savings to the grantee or sub grantee.**
- (iii) The values placed on third party in-kind contributions for cost sharing or matching purposes will conform to the rules in the succeeding sections of this part. If a third party in-kind contribution is a type not treated in those sections, the value placed upon it shall be fair and reasonable.
- (iv) **Valuation of donated services—**
 - 1 **Volunteer services.**

Unpaid services provided to a grantee or sub grantee by individuals will be valued at rates consistent with those ordinarily paid for similar work in the grantee's or sub grantee's organization. If the grantee or sub grantee does not have employees performing similar work, the rates will be consistent with those ordinarily paid by other employers for similar work in the same labor market. In either case, a reasonable amount for fringe benefits may be included in the valuation.

-2 Employees of other organizations.

When an employer other than a grantee, sub grantee, or cost-type contractor furnishes free of charge the services of an employee in the employee's normal line of work, the services will be valued at the employee's regular rate of pay exclusive of the employee's fringe benefits and overhead costs. If the services are in a different line of work, paragraph (c)(1) of this section applies.

(d) Valuation of third party donated supplies and loaned equipment or space.

- 1 If a third party donates supplies, the contribution will be valued at the market value of the supplies at the time of donation.
- 2 If a third party donates the use of equipment or space in a building but retains title, the contribution will be valued at the fair rental rate of the equipment or space.

(e) Valuation of third party donated equipment, buildings, and land.

If a third party donates equipment, buildings, or land, and title passes to a grantee or sub grantee, the treatment of the donated property will depend upon the purpose of the grant or sub grant, as follows:

-1 Awards for capital expenditures.

If the purpose of the grant or sub grant is to assist the grantee or sub grantee in the acquisition of property, the market value of that property at the time of donation may be counted as cost sharing or matching,

-2 Other awards.

If assisting in the acquisition of property is not the purpose of the grant or sub grant, paragraphs (e)(2) (i) and (ii) of this section apply:

If approval is obtained from the awarding agency, the market value at the time of donation of the donated equipment or buildings and the fair rental rate of the donated land may be counted as cost sharing or matching. In the case of a sub grant, the terms of the grant agreement may require that the approval be obtained from the Federal agency as well as the grantee.

(i) In all cases, the approval may be given only if a purchase of the equipment or rental of the land would be approved as an allowable direct cost. If any part of the donated property was acquired with Federal funds, only the non-federal share of the property may be counted as cost-sharing or matching.

If approval is not obtained under paragraph (e)(2)(i) of this section, no amount may be counted for donated land, and only depreciation or use allowances may be counted for donated equipment and buildings. The depreciation or use allowances for this property are not treated as third party in-kind contributions. Instead, they are treated as costs incurred by the grantee or sub grantee. They are computed and allocated (usually as indirect costs) in accordance with the cost principles specified in Sec. 92.22, in the same way as depreciation or use allowances for purchased equipment and buildings. The amount of depreciation or use allowances for donated equipment and buildings is based on the property's market value at the time it was donated.

(ii)

(f) **Valuation of grantee or sub grantee donated real property for construction/acquisition.**

If a grantee or sub grantee donates real property for a construction or facilities acquisition project, the current market value of that property may be counted as cost sharing or matching. If any part of the donated property was acquired with Federal funds, only the non-federal share of the property may be counted as cost sharing or matching.

(g) **Appraisal of real property.**

In some cases under paragraphs (d), (e) and (f) of this section, it will be necessary to establish the market value of land or a building or the fair rental rate of land or of space in a building. In these cases, the Federal agency may require the market value or fair rental value be set by an independent appraiser, and that the value or rate be certified by the grantee. This requirement will also be imposed by the grantee on sub grantees.

Identified below are examples of potential third party in-kind contributions and methodologies for determining their value. These are provided only as examples and do not include all potential sources of in-kind.

Example #1 Congregate Meal Site Volunteers

A contracted provider has three volunteers that assist with serving lunches and clearing tables. Another volunteer, a retired CPA, oversees the collection of program income and the client sign-in roster, assists new clients complete nutritional risk assessments and prepares the bank deposit for all program income collected.

The AAA used the required rate-setting package in negotiating the unit rate paid to this contracted meal provider. If volunteers were not available the provider would have to hire employees to perform these duties and the unit rate would have increased. The value of the volunteer time is allowable as an in-kind contribution.

The cost of staff to perform the duties of the three volunteers who assist with serving lunches and clearing tables would be valued at a rate consistent with those ordinarily paid for similar work including a reasonable amount for fringe benefits. In most areas this would be minimum wage plus FICA.

In valuing the volunteer time the amount of time relative to the activity must be considered. The three volunteers are at the center an average of three hours per day, five days per week. If the provider were paying for these services how many hours would be required to perform the assigned duties? If the duties could be performed in two hours using two paid staff, the value of the volunteer time would be calculated based on two staff at two hours per day.

The fourth volunteer works two hours per day, five days per week. CPAs in the AAA's region are paid an average of \$25 per hour. The cost of hiring staff to perform the duties assigned to this volunteer would not be based on the skill level of the volunteer but on the skill level required for the assigned duties. If the provider has other staff performing similar duties, the rate would be consistent with those staff members. If there were no staff members performing similar job duties, the rate would be valued consistent with those ordinarily paid by other employers for similar work in the same market area.

Example #2 Volunteer Meal Delivery Personnel

A home delivered meal provider has 10 meal routes serving 80 clients five days per week and a total of 30 volunteers who rotate delivery of meals on these routes.

The AAA used the required rate-setting package in negotiating the unit rate paid to this contracted meal provider. If volunteers were not available the provider would have to hire employees to perform these duties and the unit rate would have increased. The value of the volunteer time is allowable as an in-kind contribution.

The cost of staff to perform the duties of the volunteers would be valued at a rate consistent with those ordinarily paid for similar work including a reasonable amount for fringe benefits.

In addition to the value of the volunteers, the provider can value the transportation cost donated by these providers. The value is based on the distance from where the meals are picked up to the last drop off point and return to the meal pick-up location (round trip) for each route. The standard mileage rate for 2008 is 58.5 cents per mile based on the federal IRS publication 463. This rate is adjusted periodically.

Example #3 Ombudsman Volunteers

An AAA has 25 Ombudsman volunteers. While all volunteers are certified, are assigned to a nursing facility and are required to attend training sessions and regular meetings, they have varying skill levels.

The cost of staff to perform the duties of the volunteers would be valued at a rate consistent with those ordinarily paid for similar work including a reasonable amount for fringe benefits. The cost of hiring staff to perform the duties assigned to the volunteers would not be based on the skill level of the volunteer but on the skill level required for the assigned duties (i.e., an entry level program specialist at the AAA).

The value of volunteer services would include time spent in the nursing facility, the associated travel time, training time, and required meeting time. In addition the standard mileage rate (58.5 cents per mile based on the federal IRS publication 463) can be used for travel associated with the performance of Ombudsman services. As Ombudsman volunteers do not have a regular place of work but have one or more temporary workplaces (nursing homes and the AAA office) the mileage between the Ombudsman volunteer's residence and a temporary workplace may be valued using the standard mileage rate.

Example #4 Advisory Committee Members

A AAA has an advisory committee consisting of (1) Governing Body Official (local elected official) (3) local elected officials, (2) Board members of non-profit service delivery agencies (1 Medical Doctor and 1 University Professor), (2) employees of service delivery agencies, (4) minority members (2 local elected officials and 2 retired workers) (1) 60+ representative from each county in the region totaling 13.

The value of the advisory committee member's time must first be determined. As a AAA would not have staff performing similar duties the rate would be valued consistent with those ordinarily paid by other employers for similar work in the same market area. The value of the services performed by the advisory committee members would not be based on the skill level of the advisory committee member but on the skill level required for the assigned duties.

After determining the value of the advisory committee member's time the AAA must determine which advisory committee member's time can be valued as in-kind. It is the AAA's responsibility to collect the information from the committee members. If the time the advisory committee member is attending the meeting is being paid for by an employer or local entity the AAA must identify the source of the income. If the committee member is not being paid the time can be classified as donated time and valued as in-kind.

For an advisory committee member who is paid by an employer or local entity, the AAA must determine if the employer receives federal or state funds, and determine whether or not these funds are used to pay all or a portion of the advisory committee member's salary either directly or indirectly. If no federal or state funds are used to pay the committee member's time, the time can be classified as donated and valued as in-kind.

If all or part of the advisory committee member's time is paid for with federal funds the value of the percentage of the time paid for with federal funds cannot be classified as donated and cannot be valued as in-kind.

If all or part of the advisory committee members time is paid for with state funds the AAA must verify that the state funds are not being used by the employer as matching funds for any federal funds received by the employer or a granting state agency. If the state funds are not being used as match funds for federal awards or grants the time can be classified as donated and valued as in-kind.

If the AAA reimburses the advisory committee member's travel expenses, the travel expenses cannot be valued as in-kind. If the AAA does not reimburse the travel expenses, the AAA would complete the same verification for travel expenses as for the advisory committee member's time prior to valuing the in-kind.

Example #5 Rate Reduction or Pro-Bono Services

A AAA negotiates an agreement with an attorney for legal assistance services. The attorney's standard rate per hour is \$150. The contracted rate is \$75. The difference between the standard rate and the charged rate can be valued as an in-kind contribution. The AAA must have supporting documentation (such as a fee schedule) from the attorney supporting the standard rate.

An attorney agrees to provide legal assistance to clients referred by the AAA at no cost to the AAA or the client. The attorney's standard rate per hour is \$150. The full standard rate can be valued as in-kind. The AAA must have supporting documentation (such as a fee schedule) from the attorney supporting the standard rate and supporting documentation of the hours of service from the attorney.

Example #6 Partnerships with Local Businesses

As an outreach effort the AAA distributes a resource directory to all or part of the service region. The AAA creates a database of services agencies within the region that provide services for older persons. The local newspaper agrees to create and distribute the directory using the information provided by the AAA at no cost to the AAA. To cover the cost of the directory, the newspaper sells advertisement space in the directory to businesses whose client base are older persons. The AAA maintains editorial control including the right to review and veto all advertisements. The value of the layout, printing and distribution of the directory (without advertising) can be established by the newspaper and used as in-kind by the AAA for administration. If the resource directory is targeted to a specific service such as legal services, or a group of services such as caregiver services, the in-kind would be allocated to the appropriate services.

Example #7 Partnership with Local Community Organization

A AAA establishes an agreement with a local organization to sponsor and support caregiver education and training. The local organization will provide the meeting space, materials and a qualified trainer (who works for the organization). In addition, the local organization will provide door prizes for attendees.

If the local organization's operating costs are not supported by federal funds, the AAA may use the value of the donated space as in-kind. When determining the value of the meeting space, the AAA must determine the market value for securing space for the meeting (similar meeting space). In addition, the value of the trainer may be considered in-kind if the cost for the trainer is not supported with federal funds. For example, if the trainer would normally charge \$75 per hour, the in-kind value would be calculated at \$75 per hour plus fringe benefits. The materials distributed at the training are comprehensive care manuals that after printing are valued at \$20 per manual. The cost of materials provided can be valued as in-kind as long as the cost of materials was not supported by federal funds and the materials are relevant to the training. The door prizes furnished by the local organization cannot be valued as in-kind. If not donated, the door prizes would not be allowable costs.

Example #8 Donated Supplies and Loaned Equipment or Space

A church donates the use of space for preparing and serving congregate meals. The church's kitchen equipment is used to prepare the meals and store supplies. The dining area will seat 200 people. The average number of seniors eating meals at the senior center is 50 per day.

Loaned Space: The contribution of space is valued at the fair rental rate for the space used. Use local rental or lease rates for a comparable building space. Then verify with the local health and fire department the code requirement to determine the square footage requirements per person used for local restaurants.

The kitchen, dining area and restroom area of the church totals 3,000 square feet. Of this amount, the dining area is 2,400 square feet, the kitchen is 500 square feet, the restrooms, entry area and hallway are an additional 100 square feet. Based on local rental/lease rates it is determined a building of this size suitable for meal service would cost \$1,500 per month. The local fire code requires 12 square feet per person in a restaurant. The entire kitchen is utilized in meal preparation and the entry area and halls are necessary to access the kitchen, dining area and restrooms.

$3,000 \text{ sq feet} / \$1,500 = .50 \text{ per sq foot building rental}$

$50 \text{ persons served per day} \times 12 \text{ sq foot per person} = 600 \text{ sq feet} \times .50 \text{ per sq foot} = \300

$\text{Kitchen, entry area, halls, and restrooms} = 600 \text{ sq feet} \times .50 \text{ per sq foot} = \300

Loaned space value = \$600 per month

Utilities and Janitorial Services: The church provides utilities and janitorial services. The church is used for church related activities an average of 80 hours per week or 320 hours per month, and the utilities and janitorial services cost \$1,500 per month. The time used to prepare and serve the congregate meals is 20 hours per week or 80 hours per month. The total church square footage (sanctuary, offices, meeting rooms, Kitchen, Dining area, common areas) totals 10,000 square feet.

$10,000 \text{ sq feet} / \$1500 = .15 \text{ per sq foot cost of building utilities and janitorial}$

Square footage used for congregate meals = 1,200 square feet (see above)

$320 \text{ hrs church functions} + 80 \text{ hrs congregate meals} = 400 \text{ hrs per month total usage}$

$80 \text{ hrs congregate usage} / 400 \text{ hrs total usage} = 20\% \text{ of total time usage}$

$\text{per sq foot cost of utilities} \times 1,200 \text{ square feet} = \$180 \times 20\% \text{ of time usage} = \$36 \text{ per month for utilities and janitorial services}$

Loaned Equipment: The church kitchen equipment, and dining area tables and chairs are used to prepare and serve the congregational meals. The fair rental value of the equipment must be established for all equipment used. Ensure that only items used are valued, not all available items.

Stove, Refrigerator, Freezer, and Dishwasher = \$2,000 per month

Dishes, silverware, glassware, pots, pans, etc. = \$1,000 per month

Tables and chairs = \$200 per month

Total Equipment rental cost = \$3,200 per month

Equipment rental cost \$3,200 X 20% of time usage (see above) = \$640 per month

Donated Supplies: The church agrees to supply paper napkins and cleaning supplies. These supplies will be kept separate from the church supplies and will only be used for congregational meals. The actual cost or market value of these supplies would be used as in-kind.

Section 13
In-Kind Value of Donated Space Used on a Regular Basis for Client Services

Name of Organization Providing Donated Space: _____

Address of Donated Space: _____

Donated Space used for: _____

DONATED SPACE

- 1. Approximate Space in Square Feet of Area Used to Support Client Services _____
- 2. Local Market Rental Value of Space (Monthly) _____
- 3. Cost per Square Foot (line 2 divided by line 1) _____
- 4. Average Number of Clients Served per Day of Service _____
- 5. Required Square Footage per Client _____
- 6. Value of Space used for Client Service (line 4 multiplied by line 5 multiplied by line 3) _____
- 7. Additional Required Space (Square Footage) Kitchen, Halls, Restrooms, Other Common Areas _____
- 8. Value of Additional Required Space (line 7 multiplied by line 3) _____
- 9. **TOTAL Monthly Value of Donated Space (line 6 plus line 8)** _____
- DONATED UTILITIES & JANITORIAL SERVICES IF APPLICABLE**
- 10. Approximate Total Building Space in Square Feet _____
- 11. Average Monthly Cost of Utilities and Janitorial Services _____
- 12. Utility/Janitorial Cost per Square Foot (line 11 divided by line 10) _____
- 13. Total Square Feet Used to Provide Service ((line 4 multiplied by line 5) plus line 7) _____
- 14. Hours per Month Building Used for Other Purposes _____
- 15. Hours per Month Building Used for Client Services _____
- 16. Percentage of Time Used for Client Services (line 15 divided by (line 14 plus line 15)) _____
- 17. **Total Monthly Value of Donated Utilities & Janitorial Services (line 7 multiplied by line 12 multiplied by line 16)** _____
- VALUE OF FURNITURE & EQUIPMENT INCLUDED WITH DONATED SPACE**
- 18. Monthly Rental Cost of all Furniture & Equipment Included with Donated Space _____
- 19. Total Monthly Value of Furniture & Equipment (line 18 multiplied by line 16) _____
- 20. **Total Monthly In-Kind Value of Donated Space, Utilities & Janitorial Services,** _____



GRANT FUNDED PROGRAMS POLICY

1. PURPOSE

- a. To ensure all eligible seniors (60+) who need access to grant funded programs (including but not limited to: nutrition and transportation grants) are provided for and to prevent abuse of the program by employees of Galveston County.

2. SCOPE

- a. This policy will apply to all department employees.

3. POLICY

- a. Beginning October 1, 2013, it is not permissible for employees of the Galveston County Parks & Senior Services Department to participate in any grant funded program(s) during their regular working hours, Monday-Friday.

I certify by my signature that I have received a copy of the grant funded programs policy for employees of the Galveston County Parks and Senior Services Department; that the policy has been explained to me; and further that I have had an opportunity to ask questions about the policy.

Employee

Date

Supervisor

Date

Congregate Intake Procedure

Revised 7/10/13

The purpose of these instructions is to pull important pieces of information from the FY 11-13 "Nutrition and Supportive Services Program Handbook for Vendors in the Houston-Galveston Area". By no means is this document all-inclusive of all requirements and policies set forth by H-GAC in the administration of the congregate grant program. All in all, it is the "focal points" responsibility to read and apply the guidelines set forth in the Program Handbook.

FY 2013 Focal Points:

- Bacliff Community Center
- Dickinson Community Center
- Friendswood Community Center
- Johnson Community Center – La Marque
- League City Community Center
- Nessler Center – Texas City

Vendor Agreement:

- City of Friendswood, League City and Texas City were provided with a copy of Galveston County's FY13 Vendor Agreement on 11/6/12.
- A legal "MOU" has been executed with each City in order to participate in Galveston County's Congregate Meal Program.

Record Retention:

- We are required to keep all paperwork related to the grant program on file for five (5) years. This means anything from 2007 & earlier is not a requirement to keep.

Poverty Guidelines

- Please make sure the current year's poverty guidelines are posted in plain view within your center.

Forms/Matrix:

- **For Galveston County employees: Introductory Letter to Grant Funded Programs**
Before assessing a new consumer for the first time, all Center Managers, Case Managers and Activity Assistants will go over the introductory letter with the consumer and explain the process of obtaining approval.
- The Center Manager, Case Managers or Activity Assistant will then have the consumer sign and date the form.

- This form will be kept in the consumers file and transferred to a new file anytime a new file has to be created.
- This form will not be sent to H-GAC, this is an internal form only.
- Follow the form matrix provided by H-GAC.

CONSUMER REQUEST FOR SERVICES, CLIENT INTAKE, NUTRITIONAL RISK SCREENING and RIGHTS AND RESPONSIBILITIES, GRIEVANCE FORM (all four pages) ARE REQUIRED DOCUMENTS.

- Forms must be totally legible, including edition dates at the bottom.
- All fields must be completed, you cannot leave blanks. Put N/A if not applicable.

CONSUMER SERVICE REQUEST FORM:

- All dates must be the same throughout the form and must be filled out in the same handwriting.
- Focal point to fill in the date, vendor name "Galveston County Parks & Senior", Contact, Consumer Name (Last, First, M.I.) and leave Consumer ID# black (Data Entry Tech to fill in).
- If your consumer goes by a nickname, enter that name in parenthesis
Stout, Jennifer L. (Jenny)
- Client Status: Focal Point to only check what service (congregate & transportation) is being requested Data Entry Tech will fill in dates of service, requested number per week and units per week.
- Check to make sure the name also matches throughout the form – use the full legal name with middle initials to avoid any discrepancies.
- Consumer ID is the barcode number and will be generated by the Data Entry Tech – new clients will not have one.
- For all focal points – make sure to check & write both congregate and transportation services.
- Comments are for a small narrative – a novel is not needed. You can list illness, ailments, if this is the spouse of a client, nickname, or if your client is under the age of 60.
- Remember, the client does not fill out the form!
- The bottom of the form must show:
C: Documents and Settings\your name\Local Settings\Temporary Internet Files\Content.Outlook\RPDOS3A5\2012 H-GAC Consumer Request Form 10-()-10.

This form needs to be printed from the email that Teresa sent out to everyone. We can resend it if you need it.

CLIENT INTAKE AND SERVICE REQUEST FORM:

- Make sure that "Area Agency on Aging of HOUSTON-GALVESTON" is filled in.
- Make sure the date matches the date on the "Consumer Service Request Form".
- Make sure all check boxes have been checked.
- Encourage client to give an approximate household income. If you cannot get an approximate amount, then you must check the income level. One or the other must be completed – not both. If no income is reported, on the next page check "Other Source". Make sure income matches what is listed on each page.
- Check the edition date – must be 1/25/13.

PAGE 2:

- Make sure income matches what is listed on the previous page. Put a line through the monthly income line or write "N/A" if it is not applicable.
- You must list the doctor's name – not the clinic name, etc.
- You do not have to give the Medicare or Medicaid number if you do not have it. If you check the Medicare box, leave the line blank. If you check the Medicaid box, leave the line blank. If the Medicare box is not checked, write "N/A" in the line. If the Medicaid box is not checked, write "N/A" in the line.
- For a client under 60, they must meet one of the requirements in the checkbox on page 2. If not, then they do not qualify.
- Check the edition date – must be 1/25/13.

NUTRITION ASSESSMENT:

- Provider/Center name is always: Galveston County Parks & Senior Services
- Encourage the client to be honest – You must circle the yes column that applies to the client, place a score in the total box and then circle their "nutritional health score" on the bottom left.
- Client ID is the barcode – new clients will not have one. Data Entry Tech will generate this number.
- Check the edition date – must be 4/2013

RIGHTS AND RESPONSIBILITIES:

- Make sure the first line reads “The Area Agency on Aging of Houston-Galveston and **Galveston County Parks & Senior Services** welcomes you...”
- Enter Service Provider Information as:
**Galveston County Parks &
Senior Services Dept.
4102 Main Street (FM 519)
La Marque, TX 77568
(409) 770-6251 Office
(409) 766-2449 Fax**
- Checkboxes can and should be left blank.
- Make sure the client signs and dates the form (make sure the name matches all of the previous forms or this will be returned as an error).

CORRECTIONS:

- No white out is to be used on the original documentation – cross out the error and initial.
- If we, Galveston County Parks & Senior Services find an error, the “focal point” will be responsible for correcting the error within the timeframe established by GCP&SS. H-GAC only gives us a 48-hour turnaround time for corrections so please make sure you, or someone on your staff is available to make corrections. For example, if you are off on Friday, please do not send assessments on Thursday afternoon as we will not be able to reach you on Friday.

WHEN TO SEND IN NEW ASSESSMENTS:

Please send in new assessments as they happen by the close of business on the day they are completed. This way, we can review them for errors and get them into H-GAC for them to be active on the service logs. We would like to request that all assessments be scanned and emailed as faxes lose data.

Email to: jackie.williams@co.galveston.tx.us and cc: teresa.ortiz@co.galveston.tx.us

WHEN TO SEND IN REASSESSMENTS:

Remember, that H-GAC will not accept any reassessments that are more than 45 working/business days in advance of their expiration date! If the due date below is more than 45 days in advance of the reassessment date, please email Jackie/Teresa and let them know the name of the person and due date. We will then give you a new date/time that the reassessment is due so that we still have time to review the paperwork before it is submitted to H-GAC.

Jackie Williams, Data Entry Tech has been sending out soon-to-be and expired clients via email to each focal point and will continue to do so.

• or all clients that have an assessment due/expiring in:

December 2012	Re/assessment due: November 26, 2012 by 5pm
January 2013:	Re/assessment due: December 14, 2012 by 5pm
February 2013:	Re/assessment due: January 22, 2013 by 5pm
March 2013:	Re/assessment due: February 20, 2013 by 5pm
April 2013:	Re/assessment due: March 20, 2013 by 5pm
May 2013:	Re/assessment due: April 22, 2013 by 5pm
June 2013:	Re/assessment due: May 20, 2013 by 5pm
July 2013:	Re/assessment due: June 20, 2013 by 5pm
August 2013:	Re/assessment due: July 22, 2013 by 5pm
September 2013:	Re/assessment due: August 20, 2013 by 5pm
October 2013:	Re/assessment due: September 20, 2013 by 5pm

What are the next steps:

1. Update your flash drive forms with the information that will stay the same, i.e. Vendor/Center/Provider Name.
2. Let us know if you would like to attend an assessment review.
- 3. Place reassessment due dates on your calendar.
4. We can schedule a meeting with Gabriela at H-GAC for form review if you still need clarification.
5. Determine next meeting – quarterly – location and topics (Emergency Management Plans, Contribution Schedules, Training new employees, Client Surveys, Nutrition Education, etc.). DICKINSON COMMUNITY CENTER – APRIL 9th at 3pm.
6. Get holiday meal orders into Teresa Ortiz. Per HGAC, we MUST make holiday meals available to all eligible program participants.
7. Questions for H-GAC – will email and copy all for responses.
 - Can we serve Out-of-County residents and still get reimbursed? No. Out of County residents do not qualify for reimbursement.
 - Do we need a client authorization form in order to begin service?
PER PAGE 41 OF THE VENDOR HANDBOOK, UNDER CLIENT SERVICE AUTHORIZATION – “VENDORS SHALL NOT INITIATE SERVICES UNTIL A CLIENT SERVICE AUTHORIZATION FORM IS RECEIVED FROM THE AREA AGENCY”. YES! You must have an authorization form to start service if you are not a Galveston County facility. New clients with Galveston County on the congregate program can begin to receive service immediately through 9/30/13 only.
 - Please email a 100%, correct, error-free congregate meal assessment as a sample.
 - Can we make our forms writable (filled) via the computer? NO

-(Email sent 7/10/13) We have quite a number of new consumers waiting for the opportunity to be assessed for the congregate meal program. If we cannot add them during this budget year, would we be able to turn in their assessment in late August so that they would be ready to go and authorized for service with the new fiscal year on Oct. 1? My focal points asked about this as they do not want to have to wait to assess on Oct. 1 and then wait another 30-45 days for service authorization. That way, we could be ready to go on Oct. 1. Thoughts?

Focal Point Contact List

Please make sure we have all of your updated contact information and a secondary contact should you be out of the office.

***Change of Status Forms* YOU MUST USE THE FORM SENT TO YOU VIA EMAIL AND NOT THE FORM ON YOUR FLASHDRIVE DUE TO FOOTER TEXT NEEDED TO BE ON THE FORM PER H-GAC.**

Form should be completed when client has a significant status change such as address change, death, has not attended your center in the last 6 months. Form should not be used when a client is temporarily unable to receive services). Please contact the client if the client is unavailable to receive services for several consecutive days.

Shelf Stable Meal Orders

Shelf stable meal orders for holidays/hurricane season will require Friendswood, League City and Texas City to provide the Galveston County Senior Services Operations Manager with a **list of names (first and last) and a grand total number of meals.** This will allow Galveston County to check to see if they are receiving meals at another center and prevent duplication. The Operations Manager will give a deadline for all shelf stable meal orders to the Center Managers via email or via telephone call.

Galveston County Contact List:

Programs Manager	Operations Manager	Data Entry Technician
Jennifer Stout 409-934-8126 direct jennifer.stout@co.galveston.tx.us Overall grant management	Teresa Ortiz 409-770-6252 teresa.ortiz@co.galveston.tx.us Issues with food vendor, food permits, Focal Point MOU/agreement	Jackie Williams 409-770-6257 jackie.williams@co.galveston.tx.us All forms, invoicing, eligibility, service logs

Other Resources from Galveston County:

Bacliff Community Center Manager, Peggy Davis

281-316-8822 or peggy.davis@co.galveston.tx.us

Dickinson Community Center Manager, Nora Belcher

281-309-5011 or nora.belcher@co.galveston.tx.us

Johnson Community Center Manager, Olda Perez

409-934-8148 or olda.perez@co.galveston.tx.us

Nessler Center, Texas City, Lenora Mendez

409-682-6935 / 409-643-5877 or lmendez@texas-city-tx.org

Friendswood Senior Community Center, Genie Balderaz

281-482-8441 or gbalderaz@friendswood.com

League City Senior Program, Lydia Rodriguez

281-554-1183 or Lydia.Rodriguez@LeagueCity.com

Transportation Intake Procedure

The purpose of these instructions is to pull important pieces of information from the FY 11-13 "Nutrition and Supportive Services Program Handbook for Vendors in the Houston-Galveston Area". By no means is this document all-inclusive of all requirements and policies set forth by H-GAC in the administration of the congregate grant program. All in all, it is the "focal points" responsibility to read and apply the guidelines set forth in the Program Handbook.

FY 2013 Focal Points:

- Bacliff Community Center
- Dickinson Community Center
- Friendswood Community Center
- Johnson Community Center – La Marque
- League City Community Center
- Nessler Center – Texas City
- Libbie's Place

Vendor Agreement:

- An interlocal agreement would be required before services could begin for Libbie's Place. All drivers would have to be CPR and First Aid Certified and be trained in defensive driving, passenger handling and assistance.

Record Retention:

- We are required to keep all paperwork related to the grant program on file for five (5) years. This means anything from 2007 & earlier is not a requirement to keep.

Forms/Matrix:

- Follow the form matrix provided by H-GAC.

CONSUMER REQUEST FOR SERVICES, CLIENT INTAKE, and RIGHTS AND RESPONSIBILITIES, REQUEST FOR SERVICE, CHANGE OF STATUS ARE REQUIRED DOCUMENTS.

- Forms must be totally legible, including edition dates at the bottom - 2/23/12
- All fields must be completed, you cannot leave blanks. Put N/A if not applicable.

CONSUMER SERVICE REQUEST FORM:

- All dates must be the same throughout the form and must be filled out in the same handwriting.
- Focal point to fill in the date, vendor name "Galveston County Parks & Senior", Contact, Consumer Name (Last, First, M.I.) and leave Consumer ID# black (Data Entry Tech to fill in).
- If your consumer goes by a nickname, enter that name in parenthesis
Stout, Jennifer L. (Jenny)
- Client Status: Focal Point to only check what service is being requested. Data Entry Tech will fill in dates of service, requested number per week and units per week.
- Check to make sure the name also matches throughout the form – use the full legal name with middle initials to avoid any discrepancies.
- Consumer ID is the barcode number and will be generated by the Data Entry Tech – new clients will not have one.
- For Galveston Co. employees – make sure to check both congregate and transportation if they are receiving both services.
- Comments are for a small narrative – a novel is not needed. You can list illness, ailments, if this is the spouse of a client, nickname, or if your client is under the age of 60.
- Remember, the client does not fill out the form!

CLIENT INTAKE AND SERVICE REQUEST FORM:

- Make sure that "Area Agency on Aging of HOUSTON-GALVESTON" is filled in.
- Make sure the date matches the date on the "Consumer Service Request Form".
- Make sure all check boxes have been checked.
- Encourage client to give an approximate household income. If you cannot get an approximate amount, then you must check the income level. One or the other must be completed – not both. If no income is reported, on the next page check "Other Source". Make sure income matches what is listed on each page.
- Check the edition date – must be 2/23/12.

PAGE 2:

- Make sure income matches what is listed on the previous page. Put a line through the monthly income line or write "N/A" if it is not applicable.
- You must list the doctor's name – not the clinic name, etc.
- You do not have to give the Medicare or Medicaid number if you do not have it. If you check the Medicare box, leave the line blank. If you check the Medicaid box, leave the line blank. If the Medicare box is not checked, write "N/A" in the line. If the Medicaid box is not checked, write "N/A" in the line.

- For a client under 60, they must meet one of the requirements in the checkbox on page 2. If not, then they do not qualify.

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La Marque, TX 77568
(409) 770-6251 Office
(409) 766-2449 Fax
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Email to: jackie.williams@co.galveston.tx.us and cc: teresa.ortiz@co.galveston.tx.us

PER PAGE 41 OF THE VENDOR HANDBOOK, UNDER CLIENT SERVICE AUTHORIZATION – “VENDORS SHALL NOT INITIATE SERVICES UNTIL A CLIENT SERVICE AUTHORIZATION FORM IS RECEIVED FROM THE AREA AGENCY”.

WHEN TO SEND IN REASSESSMENTS:

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Jackie Williams, Data Entry Tech has been sending out soon-to-be and expired clients via email to each focal point and will continue to do so.

For all clients that have an assessment due/expiring in:

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July 2013:	Re/assessment due: June 20, 2013 by 5pm
August 2013:	Re/assessment due: July 22, 2013 by 5pm
September 2013:	Re/assessment due: August 20, 2013 by 5pm
October 2013:	Re/assessment due: September 20, 2013 by 5pm

What are the next steps:

1. Review H-GAC requirements to see if Libbie's Place can meet. If so, contact Jennifer to get an interlocal agreement drafted.
2. Determine Questions for H-GAC - will email and copy all for responses.

Galveston County Contact List:

<u>Programs Manager</u>	<u>Operations Manager</u>	<u>Data Entry Technician</u>
Jennifer Stout 409-934-8126 direct jennifer.stout@co.galveston.tx.us Overall grant management	Teresa Ortiz 409-770-6252 teresa.ortiz@co.galveston.tx.us Issues with food vendor, food permits, Focal Point MOU/agreement	Jackie Williams 409-770-6257 jackie.williams@co.galveston.tx.us All forms, invoicing, eligibility, service logs

Other Resources from Galveston County:

Bacliff Community Center Manager, Peggy Davis

281-316-8822 or peggy.davis@co.galveston.tx.us

Dickinson Community Center Manager, Nora Belcher

281-309-5011 or nora.belcher@co.galveston.tx.us

Johnson Community Center Manager, Olda Perez

409-934-8148 or olda.perez@co.galveston.tx.us

Nessler Center, Texas City, Lenora Mendez

409-682-6935 / 409-643-5877 or lmendez@texas-city-tx.org

Friendswood Senior Community Center, Genie Balderaz

281-482-8441 or gbalderaz@friendswood.com

League City Senior Program, Lydia Rodriguez

281-554-1183 or Lydia.Rodriguez@LeagueCity.com

Fire Drill Log

Year: _____

Site: _____ Phone # _____

	Date:	Hour:	# Evacuated:	Evacuation Time:	Special conditions Simulated:	Problems encountered:	Weather:
Aug.							
Sept.							
Oct.							
Nov.							
Dec.							
Jan.							
Feb.							
March							
April							
May							

Person Conducting Drill: _____ Notification Used: _____

Staff Members Participating:

_____	_____
_____	_____
_____	_____

Department of Aging and Disability Services

Uniform Rate Negotiation Workbook/Budget

Federal Contract Period: 10-01-13 / 09-30-14

AAA Provider Only

Nutrition Providers Legal Business Name: Galveston County Department of Parks & Senior Services
 Street Address: 4102 Main Street
 Mailing Address: 4102 Main Street
 City: La Marque
 Zip Code: 77568
 Phone Number: 409-934-8100
 E-mail Address: jennifer.stout@co.galveston.tx.us or jennifer.krupa@co.g
 Contact Name: Jennifer Krupa
 Nutrition Providers website address: www.galvestonparks-seniors.org

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10 Did this Nutrition provider complete a rate setting workbook last year? Yes
 11 If Yes what was the provider name listed on the workbook? Galveston County Department of Parks & Senior Services
 12 Is the Provider a AAA Provider? Yes
 13 If Yes, select the AAA Name: Area Agency on Aging of Houston-Galveston
 14 If Yes, contact name at AAA: LeAdrian Aldridge-Adeoye
 15 If Yes, is it a contract or vendor relationship? Vendor
 16 Is the Provider a DADS Community Services Provider? No
 17 If Yes, Contract Manager name at DADS Community Services: _____
 18 If Yes, select the DADS Region Number: _____
 19 If Yes, enter the DADS contract number: _____

Service Delivery Information

Home Delivered Meals

20 Does this Nutrition provider serve home delivered meals paid for by DADS or the AAA? Yes
 21 Does this Nutrition provider have an approved Home Delivered Nutrition Waiver for 2013? Yes
 22 Is this Nutrition provider requesting a Home Delivered Nutrition Waiver for 2014? Yes
 23 Total number of home delivered meal routes for this provider: 8
 24 Total number of meal preparation sites used by this provider: 1

Congregate Meals

25 Does this Nutrition provider serve congregate meals paid for by the AAA? Yes
 26 Does this Nutrition provider have an approved Congregate Nutrition Waiver for 2013? No
 27 Is this Nutrition provider requesting a Congregate Waiver for 2014? No
 28 Total number of meal preparation sites used by this provider: 1
 29 Total number of meal sites used by this provider: 6

Provider Total Budget by Service

Provider Name: Galveston County Department of Parks & Senior Services AAA Name: Area Agency on Aging of Houston-Galveston

8/12/2013 2:11 PM

Region Number: -

Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients	Nutrition Education - RLS Clients	Congregate Meal Program	Other Meal Programs (non-DADS)	Agency Budget not Applicable to Programs	Participant Assessment	Transportation	TDA-Texans Feeding Texans	If applicable replace with title of other agency program	Balance not budgeted
Transportation/Travel												
Mileage Reimbursement	500.00	500.00										-
Total Mileage Reimbursement	500.00	500.00										-
Delivery												-
Total Delivery	-	-										-
Gas & Oil	49,000.00	15,000.00						34,000.00				-
Total Gas & Oil	49,000.00	15,000.00						34,000.00				-
Repairs (Identify Item & year purchased)												-
Wheelchair Straps - 2006	900.00							900.00				-
Unit #7350; 18 passenger bus (oil, brakes, a/c, tires)	2,000.00							2,000.00				-
Unit #C7550: 20 passenger bus (oil, breaks, a/c, tires)	2,000.00							2,000.00				-
Unit #C7650: 20 passenger bus (oil, breaks, a/c, tires)	2,000.00							2,000.00				-
Unit #7901; 15 passenger van (oil, breaks, a/c, tires)	2,000.00							2,000.00				-
Unit #C0802; 20-passenger bus (oil, breaks, a/c, tires)	2,000.00							2,000.00				-
Unit#C7250: Cargo Van (oil, breaks, a/c, tires)	1,600.00	1,600.00										-
Unit #C7903: Cargo Van (oil, breaks, a/c, tires)	1,600.00	1,600.00										-
Unit #C7902: Cargo Van (oil, breaks, a/c, tires)	1,600.00	1,600.00										-
Unit: #C0717 Cargo Van (oil, breaks, a/c, tires)	1,600.00	1,600.00										-
Unit #: C7906 Cargo Van	1,600.00	1,600.00										-
Total Repair	18,900.00	8,000.00						10,900.00				-
Insurance (Identify type of insurance)												-
Total Insurance	-	-						-				-
Depreciation/Lease (Identify item, year purchased, cost)												-
Total Depreciation	-	-						-				-
Interest												-
Total Interest	-	-						-				-
Tags & Licenses												-
Total Tags & Licenses	-	-						-				-
Total Transportation/Travel	68,400.00	23,500.00						44,900.00				-

Provider Total Budget by Service

Provider Name: Galveston County Department of Parks & Senior Services

AAA Name: Area Agency on Aging of Houston-Galveston

8/12/2013 2:11 PM

Region Number: -

Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients	Nutrition Education RLS Clients	Congregate Meal Program	Other Meal Programs (non-DADS)	Agency Budget not Applicable to Programs	Participant Assessment	Transportation	TDA-Texans Feeding Texans	If applicable replace with title of other agency program	Balance not budgeted
Administrative & General												
Advertising												
Newspaper Ads to increase participation (congregate/transp)	2,000.00				1,000.00				1,000.00			-
Total Advertising	2,000.00	-	-	-	1,000.00	-	-	-	1,000.00	-	-	-
Printing												
Total Printing	-	-	-	-	-	-	-	-	-	-	-	-
Copying												
Total Copying	-	-	-	-	-	-	-	-	-	-	-	-
Office Supplies												
Total Office supplies	-	-	-	-	-	-	-	-	-	-	-	-
Contractual Agreements												
Uniform Leasing for 6 Drivers	2,500.00	1,000.00							1,500.00			-
Total Contractual Agreements	2,500.00	1,000.00	-	-	-	-	-	-	1,500.00	-	-	-
Postage												
Total Postage	-	-	-	-	-	-	-	-	-	-	-	-
Telecommunications												
Total Telecommunication	-	-	-	-	-	-	-	-	-	-	-	-
Liability Insurance												
Total Liability Insurance	-	-	-	-	-	-	-	-	-	-	-	-
Legal Fees												
Total Legal Fees	-	-	-	-	-	-	-	-	-	-	-	-
Accounting Fees												
Total Accounting Fees	-	-	-	-	-	-	-	-	-	-	-	-
Consulting Fees												
Total Consulting Fees	-	-	-	-	-	-	-	-	-	-	-	-
Other Fees (Explain)												
Food Handler Permits	250.00				250.00							-
Total Other Fees	250.00	-	-	-	250.00	-	-	-	-	-	-	-
Audit												
Total Audit	-	-	-	-	-	-	-	-	-	-	-	-
Other Misc. (Explain)												
Mosquito Repellant/First Aid Supplies									129.80			(129.80)
Total other Misc.	-	-	-	-	-	-	-	-	129.80	-	-	(129.80)
Total Administrative & General	4,750.00	1,000.00	-	-	1,250.00	-	-	-	2,629.80	-	-	(129.80)

Provider Total Budget by Service

Provider Name: Galveston County Department of Parks & Senior Services AAA Name: Area Agency on Aging of Houston-Galveston

8/12/2013 2:11 PM

Region Number: -

Cost Area	Total Agency Budget	Home Delivered Meal Program	Nutrition Education - AAA Clients	Nutrition Education - RLS Clients	Congregate Meal Program	Other Meal Programs (non-DADS)	Agency Budget not Applicable to Programs	Participant Assessment	Transportation	TDA-Texans Feeding Texans	If applicable replace with title of other agency program	Balance not budgeted
Total of all Cost Areas	1,310,691.83	475,082.59	-	-	226,761.16	-	395,117.24	-	171,820.01	41,910.83	-	(0.00)
Percentage of Total Cost	100.000%	36.247%	0.000%	0.000%	17.301%	0.000%	30.146%	0.000%	13.109%	3.198%	0.000%	0.000%

Budgeted Meals

Provider Prepared Meals					
Hot Meals	-				
Frozen Meals	-				
Chilled Meals	-				
Shelf Stable Meals	-				
Total Provider Prepared Meals	-	-			-
Purchased Meals					
Hot Prepared Meals Purchased from a Supplier or Central Kitchen	64,150	32,150			32,000
Frozen Meals	49,000	49,000			
Chilled Meals	-				
Shelf Stable Meals	8,900	6,500			2,400
Total Purchased Meals	122,050	87,650			34,400
Total Budgeted Meals	122,050	87,650			34,400
% of Total Meals		72%			28%
Whole Unit Rate		5.42			6.59

AAA Contractors/Vendors may choose to provide required Nutrition Education as a separate service and exclude costs related to Nutrition Education from the meal rate.

If the cost of Nutrition Education is to be provided as a separate service, enter an **N** to exclude Nutrition Education costs from the meal rate.

Provider Name: Galveston County Department of Parks & S
 AAA Name: Area Agency on Aging of Houston-Galveston
 Region Number: -

Section 1

This section is used to compare the amounts budgeted/allocated to each program by cost area.
Example: What percent of the agencies personnel cost is budgeted/allocated to home delivered meals versus congregate meals and other agency programs? The information should be used as a review tool to gain an understanding of the agencies overall budget and operations.

Cost Area	Percentage of the Total Cost Area Budgeted to:		
	Home Delivered Meals	Congregate Meals	Other Programs
Total Personnel	19.50%	15.74%	64.77%
Total Professional Development	0.00%	0.00%	0.00%
Total Raw Food	0.00%	0.00%	0.00%
Total Purchased Meals	76.19%	23.81%	0.00%
Total Freight	0.00%	0.00%	0.00%
Total Storage Cost	0.00%	0.00%	0.00%
Total Consumables	46.13%	49.82%	4.05%
Total Other Meal/Food	0.00%	0.00%	0.00%
Total Meals/Food	75.93%	24.03%	0.03%
Total Equipment	0.00%	0.00%	0.00%
Total Occupancy/Building	0.00%	0.00%	0.00%
Total Transportation/Travel	34.36%	0.00%	65.64%
Total Administrative & General	21.05%	26.32%	52.63%
Total of all Cost Areas	36.25%	17.30%	46.45%

Example of how to use this information:

Compare the percentage of total personnel budgeted to the meal programs and other programs. Based on the percentages of total cost does the percentages appear reasonable and equitably distributed between programs? If the percentages are not easily identified as equitable a further review of the salaries may be necessary. There are many reasons for variances in percentage for example the agency may use volunteers for some of the programs this may cause the overall percentages appear out of line.

REMEMBER: There are no right or wrong percentages. The reviewer through analysis of the budget and discussions with the provider must determine if the allocation is acceptable.

The reviewers notes detailing budget review, discussions with the provider, and decisions made should be included in the work file.

Provider Name: Galveston County Department of Parks & S
 AAA Name: Area Agency on Aging of Houston-Galveston
 Region Number: -

Section 2

This section is a summary of information to use to analyze the cost and how they are allocated between Congregate and Home Delivered Meals. The information is presented in three different ways:

- Total Cost: Amount budgeted by cost area
- Percentage of total cost: Percentage of the total of cost area for the two meal programs applied to each program
- Cost per unit: How much of the unit cost is used to pay for each cost area. \$X.XX of the cost of each meal is for XX cost area.

Below the cost area summary information is additional information showing:

- Percentage of the total budgeted meal cost applied to the home delivered and congregate meal programs
- Percentage of the total budgeted meals (home Delivered & congregate) applied to the home delivered and congregate programs.
- Whole Unit rate for each meal program
- Calculated meal rate based on information entered on the home delivered and congregate meal budget worksheets.

Cost Area	Total Cost		Percentage of Total Cost		Cost per unit	
	Home Delivered Meals	Congregate Meals	Home Delivered Meals	Congregate Meals	Home Delivered Meals	Congregate Meals
Total Personnel	168,966.19	136,390.07	55.33%	44.67%	1.93	3.96
Total Professional Development	-	-	0.00%	0.00%	-	-
Total Raw Food	-	-	0.00%	0.00%	-	-
Purchased Meals						
Hot Prepared Meals Purchased from a Supplier or Central Kitchen	101,344.99	82,160.00	55.23%	44.77%	3.15	2.57
Frozen Meals	160,195.64	-	100.00%	0.00%	3.27	-
Chilled Meals	-	-	0.00%	0.00%	-	-
Shelf Stable Meals	18,595.50	5,362.50	77.62%	22.38%	2.86	2.23
Total Consumables	1,480.27	1,598.59	48.08%	51.92%	0.02	0.05
Total Other Meal/Food	-	-	0.00%	0.00%	-	-
Total Meals/Food	281,616.40	89,121.09	75.96%	24.04%	3.21	2.59
Total Equipment	-	-	0.00%	0.00%	-	-
Total Occupancy/Building	-	-	0.00%	0.00%	-	-
Total Transportation/Travel	23,500.00	-	100.00%	0.00%	0.27	-
Total Administrative & General	1,000.00	1,250.00	44.44%	55.56%	0.01	0.04
Subtotal	475,082.59	226,761.16	67.69%	32.31%	5.42	6.59
Nutrition Education	-	-	-	-	-	-
Total	475,082.59	226,761.16			5.42	6.59

Total Budgeted Cost	475,082.59	226,761.16	701,843.75
Percentage of Total Budgeted Meal Cost	67.69%	32.31%	100.00%

Total Budgeted Meals	87,650	34,400	122,050
Percentage of Total Budgeted Meals	71.81%	28.19%	100.00%

Whole Unit Rate (Full Cost per Meal)	5.42	6.59
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Calculated Rate	4.95	6.00
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Provider Name: Galveston County Department of Parks & S
AAA Name: Area Agency on Aging of Houston-Galveston
Region Number: -

Example of how to use this information:

Review each of the cost areas based on the three different ways the information is presented. Determine if the dollar amount is reasonable for each of the cost areas. Is the percentage of the cost allocation between congregate and home delivered comparable to the percentage of total budgeted meals for each program?

Review examples:

- Occupancy/Building cost is expected to be higher for congregate than home delivered because the home delivered program should only be charged a share of the cost for the kitchen and delivery preparation area for the time those areas are used to prepare and disburse meals. The congregate program would be charged a share of the cost for the kitchen area for the time those areas are used to prepare meals and include the cost associated with the area used to consume meals.
- How are Personnel costs allocated between the two meal programs? Is the allocation based on the percentage of meals, percentage of total cost, or actual time spent between the two programs?
- Review the cost per unit of raw food. Is the amount the same for both programs? If not, why are they different?
- Review the total cost per unit rates, are the rates for the programs similar? Because the program requirements are different, small variances are expected. If the variances cannot be explained by program differences, you need to explain in your review papers why they are different.

Home Delivered Meal Budget Worksheet

Provider Name: Galveston County Department of Parks & Senior Services
 AAA Name: Area Agency on Aging of Houston-Galveston
 Region Number: -

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Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current

Proposed Budget

Most Recent Completed Budget Year **2012**

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost
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Personnel					
Salaries, PR Taxes & Benefits	233,530.00	233,530.00	0	0.00%	
Contract staff, Compensation			0	0.00%	
Total	233,530.00	233,530.00	0	0.00%	37.85%

Nutrition Education					
Salaries, PR Taxes & Benefits			0	0.00%	
Contract staff, Compensation			0	0.00%	
Materials			0	0.00%	
Conference			0	0.00%	
Total	-	0.00	0	0.00%	0.00%

Professional Development					
Conference			0	0.00%	
Dues			0	0.00%	
Materials			0	0.00%	
Total	-	0.00	0	0.00%	0.00%

Meals/Food					
Raw Food			0	0.00%	
Purchased Meals	383,524.00	383,524.00	0	0.00%	
Freight			0	0.00%	
Storage			0	0.00%	
Consumables			0	0.00%	
Other			0	0.00%	
Total	383,524.00	383,524.00	0	0.00%	62.15%

Equipment					
Depreciation			0	0.00%	
Interest			0	0.00%	
Leasing			0	0.00%	
Maintenance			0	0.00%	
Total	-	0.00	0	0.00%	0.00%

Occupancy/Building					
Rent			0	0.00%	
Utilities			0	0.00%	
Depreciation			0	0.00%	
Mortgage Interest			0	0.00%	
Insurance			0	0.00%	
Security			0	0.00%	
Janitorial			0	0.00%	
Repair			0	0.00%	
Taxes			0	0.00%	
Total	-	0.00	0	0.00%	0.00%

Proposed Budget		
Proposed Budget	Percentage Variance - Prior Year Actual to Proposed Budget	Percentage of Unit Cost

168966.19	-27.65%	
0.00	0.00%	
168966.19	-27.65%	35.57%

0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	0.00%

0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	0.00%

0.00	0.00%	
280136.13	-26.96%	
0.00	0.00%	
0.00	0.00%	
1480.27	100.00%	
0.00	0.00%	
281616.40	-26.57%	59.28%

0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	0.00%

0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	0.00%

Explanation of Variances

Inflation Factor 2012 to 2013	1.014%
Inflation Factor 2013 to 2014	1.012%
Combined Inflation Factor	2.026%

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more.
 2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.

We are updating personnel time spent on home delivered meals and removing their time spent on other programs to realign the program appropriately.

Our consumer base has gone from 600 clients down to 322 going into FY-14 due to lack of funding either grant or County wise to sustain the program. FY-12 general ledger shows the purchase of meals as raw food when it should have been purchased meals as we have never prepared our own meals.

Home Delivered Meal Budget Worksheet

Provider Name: Galveston County Department of Parks & Senior Services
 AAA Name: Area Agency on Aging of Houston-Galveston
 Region Number: -

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Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current

Proposed Budget

Most Recent Completed Budget Year **2012**

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost
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Funding Source	Proposed Meals
DADS A&I AAA	50,256
DADS - Title XX	-
DADS - Title XIX (CBA)	-
DADS - Title XIX	-
Program Income	1,000
Other Funds - Eligible Meals	21,394
Other Funds - Non-Eligible Meals	15,000
Local Funds - Required Match	NA
Local Funds - Cap Limit Exceeded DADS A&I-AAA & Title XX	NA
Local Funds - Cap Limit Exceeded Title XIX	NA
Total Meals by Funding Source	87,650
Provider Total Budgeted Home Delivered Meals	87,650
Variance (Provider Total Budgeted Home Delivered Meals - Total Meals by Funding Source)	-

Estimated Number of Nutrition Education Units AAA Clients	
Nutrition Education Budget - AAA Clients	-
Calculated Cost per Unit	-

Proposed Budget

Proposed Budget	Percentage Variance - Prior Year Actual to Proposed Budget	Percentage of Unit Cost
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Explanation of Variances

Inflation Factor 2012 to 2013	1.014%
Inflation Factor 2013 to 2014	1.012%
Combined Inflation Factor	2.026%

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more.
 2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.

Calculated Rate	Revenue	
4.95	248,767	Proposed Meals * Calculated Units
4.95	-	Proposed Meals * Calculated Units
0.00	-	Proposed Meals * Calculated Units
		Proposed Meals * Calculated Units
5.42	5,420	Proposed Meals * Calculated Units
5.42	115,955	Proposed Meals * Calculated Units
5.42	81,300	Proposed Meals * Calculated Units
0.47	23,620	DADS A&I AAA Proposed Meals + Title XX Proposed Meals * Calculated Rate
0.00	-	DADS A&I AAA Proposed Meals + Title XX Proposed Meals * Calculated Rate
0.00	-	DADS Title XIX Proposed Meals * Calculated Rate
	475,063	

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 Provider Name: Galveston County Department of Parks & Senior Services
 AAA Name: Area Agency on Aging of Houston-Galveston
 Region Number:

Home Delivered Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year	1. <u>\$ 475,082.59</u>
2. Total Number of Anticipated Meals to be Provided by Funding Source	
DADS A&I AAA <u>50,256</u> Title XX <u>0</u> Title XIX <u>0</u>	
Program Income <u>1,000</u> Other Funds Eligible Meals <u>21,394</u> Other Funds - Non-Eligible Meals <u>15,000</u>	2. <u>87,650</u>
3. Whole Unit Rate (Line 1 divided by Line 2)	3. <u>\$ 5.42</u>

Reimbursement Calculation

	DADS A&I AAA & Title XX	Title XIX
4. Projected NSIP per Meal Value	<u>0.69</u>	<u>N/A</u>
5. Rate Less NSIP per Meal Value	<u>\$ 4.73</u>	<u>N/A</u>
6. Mandatory Local Match of 10%	<u>\$ 0.47</u>	
** If Applicable, Match Reduction From the In-kind Match Certification form	<u>\$ -</u>	
Required Cash Match	<u>\$ 0.47</u>	<u>N/A</u>
7. Proposed Meal Rate (Line 3 minus Line 6)	<u>\$ 4.95</u>	<u>\$ 5.42</u>
8. Rate Cap Applicable to Title XIX, Title XX and DADS A&I AAA Common Providers	<u>\$ 4.95</u>	<u>\$ 6.12</u>
9. Excess of Cap Rate Reduction	<u>\$ -</u>	<u>\$ -</u>
Accepted Unit Rate for Current Year	<u>\$ 4.95</u>	<u>NA</u>

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Galveston County Department of Parks & Senior Services

 Legal Name of Contracted Provider

Mark Henry, County Judge

 Printed/Typed Name of Signer

 Signature

June 21, 2013

 Date

Area Agency on Aging of Houston-Galveston

 Name of Area Agency on Aging

Department of Aging and Disability Services

 Printed/Typed Name of Signer

 Printed/Typed Name of Signer

 Signature

 Signature

 Date

 Date

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Provider Name: Galveston County Department of Parks & Senior Services

AAA Name: Area Agency on Aging of Houston-Galveston

Region Number: -

Home Delivered Meals BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

**Galveston County Department of Parks &
Senior Services**

Name of Contracted Provider

Mark Henry, County Judge

Printed/Typed Name of Signer

6/21/2013

Date

Signature

Signer Authority:
(check one)

- Sole Proprietor
 Partner
 Corporate Officer

- Association Officer
 Board Member
 Governmental Official

Department of Aging and Disability Services

Congregate Meals - Request for Waiver

Federal Contract Period: 10-01-13 / 09-30-14

Provider Must be a AAA Congregate Nutrition Provider

Nutrition Providers Legal Business Name:
Street Address:
Mailing Address:
City:
Zip Code:
Contact Name:

AAA Provider:

AAA Contact Name:

1 Does this Nutrition provider have an approved Congregate Nutrition Waiver for 2013?:

Waiver to Serve Congregate Meals less than five (5) days per week

2 Number of meal sites included in this waiver:

3 Percentage of total meal sites included in this waiver: 0%

4 The circumstances necessitating this waiver request: (select "Yes" for all that apply)

- Rural area where 5 days a week is not feasible
Low number of consumers at the site
Insufficient number of staff or volunteers
Insufficient funding
Other

5 If other, a reason for the request must be provided:

6 If the answer to question one is no, how will the consumers and the general public be notified of the change in the pattern of meal service:

- Local newspaper
Flyers
Posting at the meal site
Other

7 If other is selected method used must be provided:

Assurances

By submitting this waiver request to the Texas Department of Aging and Disability Services (DADS, Access and Intake Division) requesting this waiver assures adherence to all AAA contract/vendor agreement requirements and applicable Texas Administrative Codes.

8 Provider Signature Date

Congregate Meal Budget Worksheet

Provider Name: [Galveston County Department of Parks & Senior Services](#)
 AAA Name: [Area Agency on Aging of Houston-Galveston](#)

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

8/12/13 2:11 PM

Most Recent Completed Budget Year

2012

Proposed Budget

Explanation of Variances

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost
Personnel					
Salaries, PR Taxes & Benefits	53,344.00	53,344.00	0	0.00%	
Contract staff, Compensation			0	0.00%	
Total	53,344.00	53,344.00	0	0.00%	31.56%
Nutrition Education					
Salaries, PR Taxes & Benefits			0	0.00%	
Contract staff, Compensation			0	0.00%	
Materials			0	0.00%	
Conference			0	0.00%	
Total	-	0.00	0	0.00%	0.00%
Professional Development					
Conference	528.00		-528	-100.00%	
Dues			0	0.00%	
Materials			0	0.00%	
Total	528.00	0.00	-528	-100.00%	0.31%
Meals/Food					
Raw Food			0	0.00%	
Purchased Meals	115,126.41	152,819.00	37,693	-24.66%	
Freight			0	0.00%	
Storage			0	0.00%	
Consumables			0	0.00%	
Other			0	0.00%	
Total	115,126.41	152,819.00	37,693	-24.66%	68.12%
Equipment					
Depreciation			0	0.00%	
Interest			0	0.00%	
Leasing			0	0.00%	
Maintenance			0	0.00%	
Total	-	0.00	0	0.00%	0.00%
Occupancy/Building					
Rent			0	0.00%	
Utilities			0	0.00%	
Depreciation			0	0.00%	
Mortgage Interest			0	0.00%	
Insurance			0	0.00%	
Security			0	0.00%	
Janitorial			0	0.00%	
Repair			0	0.00%	
Taxes			0	0.00%	
Total	-	0.00	0	0.00%	0.00%

Proposed Budget	Percentage Variance - Prior Year Actual to Proposed Budget	Percentage of Unit Cost
136,390.07	155.68%	
-	0.00%	
136,390.07	155.68%	60.15%
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	0.00%
-	-100.00%	
-	0.00%	
-	0.00%	
-	-100.00%	0.00%
-	0.00%	
87,522.50	-23.98%	
-	0.00%	
-	0.00%	
1,598.59	100.00%	
-	0.00%	
89,121.09	-22.59%	39.30%
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	0.00%
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	0.00%

Inflation Factor 2012 to 2013 1.014%
 Inflation Factor 2013 to 2014 1.012%
 Combined Inflation Factor 2.026%

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more.
 2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.

Only one position was coded to congregate meal service when we have 7 positions total that needed to be accounted for (3 Center Managers @ 25%, 3 Act. Assts. @ 50@ and 1 Data Entry at 25%)

Conference attendance - will not be attending a conference using grant funding in FY-14.

Our congregate meal numbers have been lowered than anticipated and we have received fund de-obligation for FY-13, therefore the same trend will continue in FY-14. Also, we have consumables we need to purchase in FY-14 in order to serve the congregate meals.

Congregate Meal Budget Worksheet

Provider Name: Galveston County Department of Parks & Senior Services
 AAA Name: Area Agency on Aging of Houston-Galveston

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

8/12/13 2:11 PM

Most Recent Completed Budget Year

2012

Proposed Budget

Explanation of Variances

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost
Transportation/Travel					
Mileage Reimbursement			0	0.00%	
Delivery			0	0.00%	
Gas & Oil			0	0.00%	
Repairs			0	0.00%	
Insurance			0	0.00%	
Depreciation/Lease			0	0.00%	
Interest			0	0.00%	
Tags & Licenses			0	0.00%	
Total	-	0.00	0	0.00%	0.00%
Administrative & General					
Advertising	-	1,000.00	1,000	100.00%	
Printing			0	0.00%	
Copying			0	0.00%	
Office Supplies			0	0.00%	
Contractual Agreements			0	0.00%	
Postage			0	0.00%	
Telecommunications			0	0.00%	
Liability Insurance			0	0.00%	
Legal Fees			0	0.00%	
Accounting Fees			0	0.00%	
Consulting Fees			0	0.00%	
Other Fees (Explain)			0	0.00%	
Audit			0	0.00%	
Other Misc. (Explain)			0	0.00%	
Total	-	1,000.00	1,000	100.00%	0.00%
Total					
Total of all Cost Areas	168,998.41	207,163.00	38,164.59	-18.42%	100.00%
Total Number of Meals	23,623	37,997			
Whole Cost per Meal	7.15	5.45			
Approved Meal Rate Title III	4.95	4.95			

Proposed Budget	Percentage Variance - Prior Year Actual to Proposed Budget	Percentage of Unit Cost
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	
-	0.00%	
250.00	100.00%	
-	0.00%	
-	0.00%	
1,250.00	100.00%	0.55%
226,761.16	34.18%	100.00%

Inflation Factor 2012 to 2013 1.014%

Inflation Factor 2013 to 2014 1.012%

Combined Inflation Factor 2.026%

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more.

2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.

The funds in FY-12 were charged to the County's general fund account and not the grant. In FY-14, we will use the \$1,000 to place promotional ads to try and increase participation with the anticipation that funding in congregate programs will increase in the future. Also, we are working to restore participation levels after Hurricane Ike as our senior center in Galveston has still not reopened. The \$250 fee is for food handler permits for our personnel on order to work in the kitchen.

Congregate Meal Budget Worksheet

Provider Name: [Galveston County Department of Parks & Senior Services](#)
 AAA Name: [Area Agency on Aging of Houston-Galveston](#)

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

8/12/13 2:11 PM

Most Recent Completed Budget Year **2012**

Proposed Budget

Explanation of Variances

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost	Proposed Meals
<i>Funding Source</i>						
DADS A&I AAA - Match Required						32000
Program Income						2400
Other Funds - Eligible Meals						
Other Funds - Non-Eligible Meals						
Local Funds - Required Match						NA
Other Sources 5						
Other Sources 6						
Total Meals by Funding Source						34400
Provider Total Budgeted Congregate Meals						34400
Variance (Provider Total Budgeted Congregate Meals - Total Meals by Funding Source)						0
Estimated Number of Nutrition Education Units AAA Clients						
Nutrition Education Budget - AAA Clients						0
Calculated Cost per Unit						-

Proposed Budget	Percentage Variance - Prior Year Actual to Proposed Budget	Percentage of Unit Cost
Calculated Rate		Revenue
6.00		192000.00
6.59		15816.00
0.00		0.00
0.00		0.00
0.59		18880.00
6.59		0.00
6.59		0.00
		226696.00

Inflation Factor 2012 to 2013	1.014%
Inflation Factor 2013 to 2014	1.012%
Combined Inflation Factor	2.026%
1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more. 2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.	
Proposed Meals * Calculated Units	
Total Revenue	

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Provider Name: Galveston County Department of Parks & Senior Services

AAA Name: Area Agency on Aging of Houston-Galveston

Congregate Meals
BUDGET WORKSHEET CALCULATION OF THE PER MEAL UNIT RATE

1. Total Budgeted Expenses for Contract Year	1. <u>\$ 226,761.16</u>		
2. Total Number of Anticipated Meals to be Provided by Funding Source			
DADS A&I AAA <u>32,000</u>	Other Funds Eligible Meals <u>0</u>	Other Sources 5 <u>0</u>	
Program Income <u>2,400</u>	Other Funds - Non-Eligible Meals <u>0</u>	Other Sources 6 <u>0</u>	2. <u>34,400</u>
3. Whole Unit Rate (Line 1 divided by Line 2)	3. <u>\$ 6.59</u>		

Reimbursement Calculation

4. Projected NSIP per Meal Value	DADS A&I AAA <u>0.69</u>
5. Rate Less NSIP per Meal Value	<u>\$ 5.90</u>
6. Mandatory Local Match of 10%	<u>\$ 0.59</u>
** If Applicable, Match Reduction From the In-kind Match Certification form	<u>\$ -</u>
Required Cash Match	<u>\$ 0.59</u>
7. Proposed Meal Rate (Line 3 minus Line 6)	<u>\$ 6.00</u>

** If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

By signing below, the provider acknowledges that all related records are subject to audit in accordance with contract requirements and all applicable federal and state laws.

Galveston County Department of Parks & Senior Services
Legal Name of Contracted Provider

Mark Henry, County Judge
Printed/Typed Name of Signer

Signature

June 21, 2013
Date

Area Agency on Aging of Houston-Galveston
Name of Area Agency on Aging

Printed/Typed Name of Signer

Signature

Date

8/12/13 2:11 PM

Provider Name: Galveston County Department of Parks & Senior Services

AAA Name: Area Agency on Aging of Houston-Galveston

Congregate Meals

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
- **To the best of my knowledge and belief, this budget worksheet is true, correct and complete, and was prepared in accordance with the instructions applicable to this budget worksheet.**
- **This budget worksheet was prepared from the books and records of the contracted provider.**
- **I acknowledge that all books and records related to this rate setting process are subject to audit in accordance with contract requirements and all applicable federal and state laws.**

Note: The person legally responsible for the conduct of the contracted provider must sign this Budget Worksheet Certification. If a sole proprietor, the owner must sign the Budget Worksheet Certification. If a partnership, a partner must sign the Budget Worksheet Certification. If a corporation, the person authorized by the Board of Directors Resolution must sign the Budget Worksheet Certification. Misrepresentation of information contained in the budget worksheet may result in adverse action, up to and including contract termination. Furthermore, falsification of information in the budget worksheet may result in a referral for prosecution.

Galveston County Department of Parks & Senior Services
Name of Contracted Provider

Mark Henry, County Judge
Printed/Typed Name of Signer

June 21, 2013
Date

Signature

Signer Authority:
(check one)

- Sole Proprietor
 Partner
 Corporate Officer

- Association Officer
 Board Member
 Governmental Official

**Participant Assessment
 BUDGET WORKSHEET CALCULATION OF THE UNIT RATE**

- | | | |
|--|----|------------|
| 1.Total Budgeted Expenses for Contract Year | 1. | \$ _____ - |
| 2.Total Number of Anticipated Units to be Provided | | |
| DADS A&I AAA - 10 % | | |
| Match Required _____ 0 | | |
| DADS A&I AAA - 25 % | | |
| Match Required _____ 0 | | |
| DADS A&I AAA - Full Unit | | |
| Rate _____ 0 | | |
| Program Income _____ 0 | | |
| Local Funds _____ 0 | | |
| Other Funds _____ 0 | | |
| Other Sources 6 _____ 0 | | |
| Other Sources 7 _____ 0 | | |
| Other Sources 8 _____ 0 | | |
| | 2. | _____ - |
| 3. Cost per unit (Line 1 divided by Line 2) - Full Unit Rate | 3. | \$ _____ - |

Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction

4. Mandatory Local Match of 10%	\$ _____ -	
** If Applicable, Match Reduction From the In-kind Match Certification form Required Match	\$ _____ -	
5.Full Unit Rate Less Required Match (Line 3 minus Line 4)		4. \$ _____ -
		5. \$ _____ -

4. Mandatory Local Match of 25%	\$ _____ -	
** If Applicable, Match Reduction From the In-kind Match Certification form Required Match	\$ _____ -	
5.Full Unit Rate Less Required Match (Line 3 minus Line 4)		4. \$ _____ -
		5. \$ _____ -

**If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

Contract Reimbursed at Full Cost Per Unit Rate. Match Requirements Will Be Met Through Provision of Additional Units		
\$ _____ -	Contractor Initial _____	AAA Initial _____

Galveston County Department of Parks & Senior Service
 Legal Name of Contracted Provider

Area Agency on Aging of Houston-Galveston
 Name of Area Agency on Aging

 Signature

 Signature

 Printed/Typed Name of Signer

 Printed/Typed Name of Signer

 Date

 Date

8/12/13 2:11 PM

Provider Name: Galveston County Department of Parks & Senior Services

AAA Name: Area Agency on Aging of Houston-Galveston

Participant Assessment
BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

- **I have read the note below and the instructions applicable to this budget worksheet.**
- **I have reviewed this budget worksheet after its preparation.**
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Galveston County Department of Parks &

Name of Contracted Provider

Printed/Typed Name of Signer

Date

Signature

Signer Authority:
(check one)

Sole Proprietor

Association Officer

Partner

Board Member

Corporate Officer

Governmental Official

Transportation

Provider Name: Galveston County Department of Parks & Senior Services
 AAA Name: Area Agency on Aging of Houston-Galveston

8/12/13 2:11 PM

Review of Most Recent Completed Year Approved Budget to Actual Year End Expense and Current Proposed Budget

Most Recent Completed Budget Year 2012

Cost Area	Expense per General Ledger	Approved Budget	Variance Budget minus Expenses	Percentage of Variance	Percentage of Unit Cost
Insurance			-	0.00%	
Depreciation/Lease			-	0.00%	
Interest			-	0.00%	
Tags & Licenses			-	0.00%	
Total	-	0.00	-	0.00%	0%

Administrative & General					
Advertising		0.00	-	0.00%	
Printing			-	0.00%	
Copying			-	0.00%	
Office Supplies			-	0.00%	
Contractual Agreements			-	0.00%	
Postage			-	0.00%	
Telecommunications			-	0.00%	
Liability Insurance			-	0.00%	
Legal Fees			-	0.00%	
Accounting Fees			-	0.00%	
Consulting Fees			-	0.00%	
Other Fees (Explain)			-	0.00%	
Audit			-	0.00%	
Other Misc. (Explain)			-	0.00%	
Total	-	0.00	-	0.00%	0%

Total					
Total of all Cost Areas	121,191.00	121,191.00	-	0.00%	1.00
Total Number One Way Trips	14,410	14,410	-	0.00%	
Whole Cost per Trip	8.41	8.41	-	0.00%	
Approved One Way Trip Unit Rate		7.57			

Proposed Budget

Proposed Budget	Percentage Variance - Prior Year Actual to Proposed Budget	Percentage of Unit Cost
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
44900.00	100.00%	26%

1000.00	100.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
1500.00	100.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
0.00	0.00%	
129.80	100.00%	
2629.80	100.00%	2%

171,820.01	41.78%	100%
Budgeted Units		Budgeted Cost per Unit
20,000.00		8.59

Explanation of Variances

Inflation Factor 2012 to 2013	1.014%
Inflation Factor 2013 to 2014	1.012%
Combined Inflation Factor	2.026%

1. An explanation of variance must be provided for each cost area where the expenses per General Ledger varies from the approved budget for the most recent completed year by 10% or more.
 2. An explanation of variance must be provided for each cost area where the proposed budget amount exceeds the prior year actual amount by more than the two year combined inflation factor.

In order to increase participation, our outreach plan for FY-14 will include advertisements to promote our transportation services. The mosquito repellent is used by the drivers and consumers while walking to and from their locations as mosquitoes are prevalent in the County during the warm summer months. First Aid Kits are kept in the vehicles in case of minor emergencies. Uniform leasing for the transportation drivers is required and will be charged to the grant funds.

Funding Source	Proposed One Way Trips
DADS A&I AAA - 10 % Match Required	20,000
DADS A&I AAA - 25 % Match Required	
DADS A&I AAA - Full Unit Rate	
Program Income	
Local Funds - Eligible Trips	
Other Funds - Non-Eligible Trips	
Local Funds - Required Match 10%	NA
Local Funds - Required Match 25%	NA
Other Sources 6	
Other Sources 7	
Other Sources 8	
Total One Way Trips by Funding Source	20,000

Calculated Rate	Revenue
7.73	154,600.00
-	-
-	-
-	-
-	-
0.86	17,200.00
2.15	-
-	-
-	-
-	-
-	-
Total Revenue	171,800.00

**Transportation
 BUDGET WORKSHEET CALCULATION OF THE UNIT RATE**

1. Total Budgeted Expenses for Contract Year		1. \$ <u>171,820.01</u>
2. Total Number of Anticipated Units to be Provided		
DADS A&I AAA - 10 % Match Required	<u>20,000</u>	Program Income <u>0</u> Other Sources 6 <u>0</u>
DADS A&I AAA - 25 % Match Required	<u>0</u>	Local Funds - Eligible Trips <u>0</u> Other Sources 7 <u>0</u>
DADS A&I AAA - Full Unit Rate	<u>0</u>	Other Funds - Non-Eligible Trips <u>0</u> Other Sources 8 <u>0</u>
		2. <u>20,000</u>
3. Cost per unit (Line 1 divided by Line 2) - Full Unit Rate		3. \$ <u>8.59</u>

Reimbursement Calculation for Contracts Requiring Unit Rate Match Reduction

4. Mandatory Local Match of 10%	\$ <u>0.86</u>	
** If Applicable, Match Reduction From the In-kind Match Certification form Required Match	\$ <u>-</u>	
5. Full Unit Rate Less Required Match (Line 3 minus Line 4)		4. \$ <u>0.86</u> 5. \$ <u>7.73</u>

4. Mandatory Local Match of 25%	\$ <u>2.15</u>	
** If Applicable, Match Reduction From the In-kind Match Certification form Required Match	\$ <u>-</u>	
5. Full Unit Rate Less Required Match (Line 3 minus Line 4)		4. \$ <u>2.15</u> 5. \$ <u>6.44</u>

**If any portion of the required match is in-kind, you must complete an In-Kind Match Certification form.

Contract Reimbursed at Full Cost Per Unit Rate. Match Requirements Will Be Met Through Provision of Additional Units		
\$ <u>8.59</u>	Contractor Initial _____	AAA Initial _____

 Galveston County Department of Parks & Senior Services
 Legal Name of Contracted Provider

 Signature

 Mark Henry, County Judge
 Printed/Typed Name of Signer

 6/21/2013
 Date

 Area Agency on Aging of Houston-Galveston
 Name of Area Agency on Aging

 Signature

 Printed/Typed Name of Signer

 Date

8/12/13 2:11 PM

Provider Name: Galveston County Department of Parks & Senior Services

AAA Name: Area Agency on Aging of Houston-Galveston

Transportation

BUDGET WORKSHEET CERTIFICATION

AS SIGNER OF THIS BUDGET WORKSHEET, I HEREBY CERTIFY THAT:

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- **I have reviewed this budget worksheet after its preparation.**
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Galveston County Department of Parks & Senior Services

 Name of Contracted Provider

Mark Henry, County Judge

 Printed/Typed Name of Signer

June 21, 2013

 Date

 Signature

Signer Authority:
 (check one)

Sole Proprietor
 Partner
 Corporate Officer

Association Officer
 Board Member
 Governmental Official

Houston-Galveston Area Council-Area Agency on Aging

Direct Purchase of Services

Fiscal Year 2014 Vendor Application

Proposed Service Delivery and Bid Sheet

Please fill out the complete bid sheet. Complete for each service your organization proposes to perform

Vendor Name: Galveston County Department of Parks & Senior Services

Service Name: Congregate Meals

Define a Unit of Service: 1 NISP Eligible Meal

Define service delivery area(s): Galveston County, Texas

Service Delivery Capacity:

Enter the total number of clients your organization plans to serve this year: 150

Enter the total budget expenses for the contract year: \$ 226,761

Enter the total number of units your organization plans to serve for this year: 34,400

Does your organization have the ability to serve 260 meals a year: Yes

Does your organization have the ability to serve 1 meal a day for 5 days: Yes

Does your organization have the following to provide this service:

Facilities, Office Space & Storage:	Yes
Necessary Equipment (Ex: Computers, Internet Access, Freezer, Carriers, & etc.):	Yes
Necessary Vehicles: (Delivery Vehicles in good working condition)	Yes
Qualified staff to perform this service: (Enough staff to perform task)	Yes

Enter the proposed number of units per service type:

Service	Type of Unit	Proposed Units
Congregate Meals	Hot Meals	32,000
	Frozen Meals	
	Shelf Stable Meals	2,400
	Liquid Meals	
	Special Meals (Kosher, Ethnic, etc.)	
	Special Diet Meals (Low Sodium, Diabetic, etc.)	
Other Describe: _____		
Total: Should equal to the total number of Units in your budget.		34,400

Average Cost per Unit:	\$ 6.59
Enter the Negotiated Unit Rate:	\$ 6.00
Average Cost per Client:	\$ 1,511.74

Percentage of Cash Match Contributing to this Service: 10%

What amount of In-Kind Match do you plan to contribute to this Service:

I certify that the information contained in this application is true and fairly represents the organization and its proposed cost for the specified service. I acknowledge that I have read and understand the requirements and provisions with this bid proposal and the organization is prepared to implement the program as specified in this application.

Mark Henry, County Judge

 Name of Authorized Official

June 21, 2013

 Signature and Date

Vendor Application
 Service Delivery Bid Sheet

Mark Henry

 Signature of Authorized Official

Houston-Galveston Area Council-Area Agency on Aging
 Direct Purchase of Services
Fiscal Year 2014 Vendor Application

Proposed Service Delivery and Bid Sheet

Please fill out the complete bid sheet. Complete for each service your organization proposes to perform

Vendor Name: Galveston County Department of Parks & Senior Services

Service Name: Home Delivered Meals

Define a Unit of Service: 1 NISP Eligible Meal

Define service delivery area(s): Galveston County, Texas

Service Delivery Capacity:

Enter the total number of clients your organization plans to serve this year:	322
Enter the total budget expenses for the contract year:	\$ 475,083
Enter the total number of units your organization plans to serve for this year:	87,650
Does your organization have the ability to serve 260 meals a year:	Yes
Does your organization have the ability to serve 1 meal a day for 5 days:	Yes
Does your organization have the following to provide this service:	
Facilities, Office Space & Storage:	Yes
Necessary Equipment (Ex: Computers, Internet Access, Freezer, Carriers, & etc.):	Yes
Necessary Vehicles: (Delivery Vehicles in good working condition)	Yes
Qualified staff to perform this service: (Enough staff to perform task)	Yes

Enter the proposed number of units per service type:

Service	Type of Unit	Proposed Units
Home Delivered Meals	Hot Meals	32,150
	Frozen Meals	49,000
	Shelf Stable Meals	6,500
	Liquid Meals	
	Special Meals (Kosher, Ethnic, etc.)	
	Special Diet Meals (Low Sodium, Diabetic, etc.)	
	Total: Should equal to the total number of Units in your budget.	
Average Cost per Unit:	\$ 5.42	
Enter the Negotiated Unit Rate:	\$ 4.95	
Average Cost per Client:	\$ 1,475.41	
Percentage of Cash Match Contributing to this Service:		10%
What amount of In-Kind Match do you plan to contribute to this Service:		\$ -

I certify that the information contained in this application is true and fairly represents the organization and its proposed cost for the specified service. I acknowledge that I have read and understand the requirements and provisions with this bid proposal and the organization is prepared to implement the program as specified in this application.

Mark Henry, County Judge
 Name of Authorized Official

Mark Henry
 Signature of Authorized Official

June 21, 2013
 Signature and Date

Houston-Galveston Area Council-Area Agency on Aging
 Direct Purchase of Services
Fiscal Year 2014 Vendor Application

Proposed Service Delivery and Bid Sheet

Please fill out the complete bid sheet. Complete for each service your organization proposes to perform

Vendor Name:	<u>Galveston County Department of Parks & Senior Services</u>
Service Name:	<u>Transportation</u>
Define a Unit of Service:	<u>1 One-Way Passenger Trip</u>
Define service delivery area(s):	<u>Galveston County, Texas</u>

Service Delivery Capacity:	
Enter the total number of clients your organization plans to serve this year:	130
Enter the total budget expenses for the contract year:	\$ 171,820
Enter the total number of units your organization plans to serve for this year:	20,000
Does your organization have the following to provide this service:	Yes
Facilities, Office Space & Storage:	Yes
Necessary Equipment (Ex: Computers, Internet Access, & etc.):	
Necessary Vehicles: (Delivery Vehicles in good working condition)	Yes
Qualified staff to perform this service: (Enough staff to perform task)	Yes

Enter the proposed number of units per service type:		
Service	Type of Unit	Proposed Units
Transportation	Senior Center Trips	8,000
	Shopping/Errand Trips	4,000
	Doctor's Visit Trips	
	Medical Treatment Trips	
	Trips Home	8,000
	Other Describe: _____	
Other Describe: _____		
	Total: Should equal to the total number of Units in your budget.	20,000
Average Cost per Unit:	\$ 8.59	
Enter the Negotiated Unit Rate:	\$ 7.73	
Average Cost per Client:	\$ 1,321.69	
Percentage of Cash Match Contributing to this Service:		10%
What amount of In-Kind Match do you plan to contribute to this Service:		\$ -
I certify that the information contained in this application is true and fairly represents the organization and its proposed cost for the specified service. I acknowledge that I have read and understand the requirements and provisions with this bid proposal and the organization is prepared to implement the program as specified in this application.		

Mark Henry, County Judge
 Name of Authorized Official

Mark Henry
 Signature of Authorized Official

June 21, 2013
 Signature and Date

AGENDA ITEM #13.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 8/6/2013		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: <u>Yes</u> /No		
4. Department Name: Information Technology				5. Department Contact: JJ Allen			
6. Description: Annual renewal for PerfectDisk for servers and PerfectDisk for exchange.							
7. IFAS PEID No: 711412		8. IFAS Req No: CR309653		9. Orgkey: 1101159100		10. Object Code: 5423500	
11. Vendor: Raxco Software Inc.				12. Vendor Contract No:			
13. Requested Legal Review: Yes/ <u>No</u> (Explain if No) No, standard terms and conditions.							
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
Software Maintenance	5423500	\$ 2,500.00	\$ 1,065.00				
22. Totals:		\$ 2,500.00	\$1,065.00				
To Be Completed By Purchasing Department							
Contract Start Date: 9/17/13		Auto Renewal Contract: Yes/ <u>No</u>		Bid No: N/A			
Contract End Date: 9/16/14		Contract # Issued By Purchasing: 13301					

Approved By:	Signature	Date
Department Head:		8/6/2013
Purchasing Agent:		8-13-2013
County Legal:		
Contract listed in Budget Documentation: Yes / No		
County Budget Office:		8/13/2013



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 6-Aug-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 9-Aug-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
4	EA	SOFTWARE MAINTENANCE- PERFECTDISK 12.5 VSPHERE SINGLE HOST - 1 YR MAINTENANCE; PART NUMBER: PD12VX1M1; START DATE: 09/17 /13, END: 9/16/14	\$ 120.00	\$ 480.00			
2	EA	SOFTWARE MAINTENANCE- PERFECTDISK 12.5 EXCHANGE SINGLE- 1 YR MAINTENANCE; PART NUMBER: PD12X1M1; START DATE: 09/17/ 13, END: 09/16/14	\$ 80.00	\$ 160.00			
25	EA	SOFTWARE MAINTENANCE- PERFECTDISK 12.5 SERVER VLA 25-40 LEVEL C- 1 YR MAINTENANCE; PART NUMBER: PD12SCM1; START DATE: 09/17/ 13, END: 09/16/14	\$ 17.00	\$ 425.00			
TOTAL				\$ 1,065.00			
REQUESTED BY: CLAUDIA PEREZ							
CALL NUMBER: 60499							
QUOTE NUMBER: 68497							
FOR: ANNUAL RENEWAL FOR PERFECTDISK FOR SERVERS AND PERFECTDISK FOR EXCHANGE							

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

MMIT
DHFF

ITSO _____ Init/Date

Charge to a/c : 11011591005423500

CR#CR309653

Suggested Vendor : RAXCO SOFTWARE INC	Vendors Contacted:
	#1 _____
	#2 _____
	#3 _____

I have this date order the above material or services from Vendor Number : <u>711412</u>	Quotations obtained by:
	<input type="checkbox"/> Sealed Bids Contract
	<input type="checkbox"/> Verbal Quotation Agreed Price
	Purchase Order No _____
	Date ordered: _____ 20____

PURCHASING AGENT

02309653



Galveston County
INFORMATION TECHNOLOGY

5WH PERFECTDISK MAINTENANCE RENEWAL

What: Renewal for PerfectDisk for Servers and PerfectDisk for Exchange

Who: Infrastructure

Where: Courthouse DataCenter

When: August 17, 2013 (expiration 9/17/2013)

Why: The County utilizes the software PerfectDisk to perform disk defragmentation for the data servers and Exchange servers. The software maintenance will expire in September 2013.

How: The maker of the PerfectDisk is Raxco, and they have provided a quote for the renewal.

Planned Costs:	Item	Qty	Unit \$	Total \$
	PerfectDisk vSphere Sing. Host 1yr maint.	4	120	480
	PerfectDisk 12.5 Server VLA 25-49 Level C – 1yr Maintenance	25	17	425
	PerfectDisk 12.5 Exchange Single – 1yr maintenance.	2	80	160
			Total	1,065

Charge to: _____ 5423500 _____

Submitted by: Claudia Perez **Date:** 08/02/2013

Approved by: _____ **Date:** _____
IT Director / Assistant IT Director

Galveston County Information Technology Call Report - Call Number 60499

Call Details as at 10:24:06 AM, 8/6/2013

Call Details

Type: Request	Customer: Perez, Claudia
Call Ref/Job Ref: /	Customer VIP Status: Unspecified
IPK Status: Service Request	Telephone: 409-770-6201
IPK Stream: Default	Organization: Information Technology
Service: PURCHASE REQUEST	Location: Courthouse Main
Config Item: REPORTING	Logged By: Perez, Claudia
Outage Created: N	Current Officer: Michaels, Lauren
Call Priority: Low	Current Group: Administration
Call State: Open	Forward to Officer:
Call Status: Undefined	Forward to Group:
Call Physical Status: In Progress	
Call Description: Renewal for Perfect Disk. See attachments	

Call Dates, Times and Expenses

Logged: 8/2/2013 6:11:29 PM	Time Solving: 0 hrs 15 mins	Total Expenses: \$0.00
Last Action: 8/6/2013 10:23:18 AM	Downtime: 88 hrs 13 mins	

Objects

Object Name	Upload/Update Date	Description	Security Profile
PerfectDisk - 2013.docx	8/2/2013 6:12:52 PM	5wh	Unspecified
Renewal for Galveston County 2013.pdf	8/2/2013 6:13:09 PM	Initial quote	Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
8/2/2013 6:11:29 PM	Perez, Claudia	Y	Unspecified	[Object PerfectDisk - 2013.docx Uploaded] 5wh
8/2/2013 6:11:29 PM	Perez, Claudia	Y	Unspecified	[Object Renewal for Galveston County 2013.pdf Uploaded] Initial quote
8/2/2013 6:11:29 PM	Perez, Claudia	N	Unspecified	[Call Updated]
8/2/2013 6:13:20 PM	Perez, Claudia	N	Unspecified	[Call Forward Internally to Group (Administration)]
8/6/2013 8:16:04 AM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
8/6/2013 8:16:17 AM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]
8/6/2013 10:23:18 AM	Michaels, Lauren	N	Unspecified	[Open Forwarded Call by Michaels, Lauren]



6 Montgomery Village Ave., Suite 500
 Gaithersburg, MD 20879
 Tel: 301-527-0803
 www.raxco.com
 FEIN: 52-2287518

Bill To: Galveston County
 722 Moody Ave 2nd Floor
 Galveston, TX 77550
 USA

Attn: Claudia Perez

Ship to: Galveston County
 722 Moody Ave 2nd Floor
 Galveston, TX 77550
 USA

Attn: Claudia Perez

Prepared by:
 Bruce Atkins
 Raxco Software Sales
 Phone: 301.519.7738
 Fax: 301.560.8849
 Email: batkins@raxco.com

MAINTENANCE RENEWAL NOTICE

Account #	Notice #	Date	Page
1002735	68497	07/08/2013	1 of 2

Part #	Description	Start Date	End Date	Quantity	Unit Price	Total Price
PD12VX1M1	PerfectDisk 12.5 vSphere Single Host - 1 Yr Maintenance	9/17/2013	9/16/2014	4	\$120.00	\$480.00
PD12X1M1	PerfectDisk 12.5 Exchange Single - 1 Yr Maintenance	9/17/2013	9/16/2014	2	\$80.00	\$160.00
PD12SCM1	PerfectDisk 12.5 Server VLA 25-49 Level C - 1 Yr Maintenance	9/17/2013	9/16/2014	25	\$17.00	\$425.00
Order Total: \$1,065.00						

Name _____ Signature _____ Date _____

Having a valid maintenance agreement in place means that you can take advantage of new features and improvements in the software and will have full access to Raxco's Technical Support Staff. Once your maintenance agreement has expired, you can continue to use the currently installed version, but you will not be able to upgrade to the next version until you purchase a new maintenance agreement. If Raxco releases a major version during the period when the product does not have a valid maintenance agreement, you will need to purchase an upgrade to the new version at a higher cost.

ORDERING INSTRUCTIONS AND PROCEDURES

To proceed with your maintenance renewal order, Raxco accepts credit cards, purchase orders and checks. Alternatively, you can sign and return the Maintenance Renewal Notice via email (batkins@raxco.com) or fax (301-560-8849). Please specify if you would like the Invoice faxed or emailed and include the appropriate contact information.

Raxco accepts faxed or emailed copies of Purchase Orders as originals.

- Make PO's payable to **Raxco Software, Inc.**
- Shipping and billing addresses must be clearly listed
- Please include end user's name, phone number and email address
- Payment Terms of "Net 30" should be marked on the PO
- Signature of approval (if required)
- Accounts Payable contact and phone number must be stated on PO

To pay by credit card, please call Bruce Atkins at 301-519-7738. Please have the information below ready prior to calling:

- Credit card type. (Raxco accepts: Visa, MasterCard, American Express)
- Credit card holder's name and email address (for e-receipt)
- Credit card number
- Credit card Expiration date
- Security Code
- Credit card billing address
- End user's name and email address

Remittance Information

Raxco Software, Inc
6 Montgomery Village Ave, Suite 500
Gaithersburg, MD 20879

Accounts Receivable Contact

Timothy Larkin
(301) 519-7705
tlarkin@raxco.com

Federal Tax Identification Number

52-2287518

Raxco Product Support and Maintenance Policies

This document and its attachments describe Raxco's Product Support and Maintenance Policies.

1. The Services Provided

The scope of the Services Raxco provides to its customers under support and maintenance is defined in the *Product Support and Maintenance Plan* (attached as Appendix A). These services will be delivered during the term of the agreement. The Product Support and Maintenance Plan is also posted on the Raxco web site, and is distributed to customers upon request.

2. Fees for Services Provided

The fees for these Services are described in the Appendix B, a quote provided to you separately, or your Renewal Notice. These fees include all product updates within the period of the agreement, the right to use the product updates and unlimited access to Raxco's support specialists during business hours. These fees do not include on-site support, training, product development or customization.

3. Term of Maintenance Agreement, Renewal and Termination

The maintenance service commences when customer accepts the "offer letter" and continues for the term of one year, unless it is terminated earlier. In case of new products, the maintenance service commences immediately after the product warranty has expired. The service agreement will renew automatically for successive one-year terms unless either party notifies the other in writing. The service will terminate 90 days after Raxco has received a written notification from customer requesting the cancellation. Raxco reserves the right to immediately cancel service delivery and suspend any pending orders with delinquent customers.

4. Disclaimers

Raxco makes no express warranties with regard to the provision of any Services or resolution of customer issues. TO THE EXTENT AUTHORIZED BY APPLICABLE LAW, RAXCO SPECIFICALLY DISCLAIMS ALL OTHER IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

5. Limitation of Liability

Raxco's cumulative liability to Customer, or any third party, for loss or damages resulting from any claim, demand or action arising out of or relating to the provision of Services, shall not exceed the net amount paid to Raxco for the purchase of such Services. Raxco's Limited Warranty Statement is included as Appendix C. IN NO EVENT SHALL RAXCO BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES EVEN IF RAXCO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR SUCH DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY.

6. Ownership, Copyrights and Trademarks

Customer agrees that Raxco: (i) retains all ownership and intellectual property rights (including patent and copyright) vested in any software distributed to Customer, and (ii) transfers no proprietary rights (through license or otherwise), by way of the provision of the Services.

7. Payment of Fees

Fees to Raxco are due and payable upon receipt of invoice. Customers who have not made their payments within 30 days of Raxco's invoice date will become delinquent and subsequent invoices will assess a penalty of 18% annual interest. Delinquent customers will be invoiced for all legal fees incurred by Raxco Software in connection with the collection of payments.

**Raxco Software, Inc.
6 Montgomery Village Avenue
Gaithersburg, MD 20879**

Appendix A

Product Support and Maintenance Plan

Raxco Software offers its customers an optional software *Product Support and Maintenance Plan* for all its products. The purpose of this maintenance plan is to ensure that Raxco customers have regular access to all software updates and enhancements to the purchased version while under agreement. The period of the plan is 1 year, with the option of renewal at the end of each period. Typically, the period begins after the expiration of the product warranty.

Raxco's Product Support and Maintenance Plan offers these benefits:

- The financial convenience of budgeting a fixed-price annual software maintenance program.
- A very cost-effective way to keep licensed products current.
- Continuous savings over the costs of individual upgrades to subsequent versions of the product.
- Premium support for your technical staff to address software issues provided by Raxco's skilled software product specialists.
- Access to Raxco Support specialists via either toll-free phone number or electronically using e-mail
- A convenient way to save extensive product training, and upgrade costs

Customers purchasing the **Product Support and Maintenance Plan** receive:

- The right to use newer versions of the software released while the product is under maintenance
- Immediate attention to customer reported software problems or defects
- Maintenance versions and updates free of charge – released approximately twice a year.
- Free telephone support from the Raxco help desk, which includes:
 - Service Monday through Friday (8:30 AM to 5:30 PM EST), excluding holidays
 - Installation assistance for customer administrators
 - Configuration assistance for customer administrators
 - Customer support response time of 4 working hours maximum

AGENDA ITEM #14.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 8/9/2013		2. Contract Type: <u>Expense</u> Revenue Other			3. Renewal Contract: <u>Yes</u> No		
4. Department Name: Information Technology				5. Department Contact: JJ Allen			
6. Description: Renewal of annual upgrade and support from Promodag reports for exchange.							
7. IFAS PEID No: 703308		8. IFAS Req No: CR309786		9. Orgkey: 1101159100		10. Object Code: 5423500	
11. Vendor: SHI				12. Vendor Contract No:			
13. Requested Legal Review: <u>Yes</u> No (Explain if No) No, standard terms and conditions							
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
Software Maintenance	5423500	\$ 1,000.00	\$ 753.00				
22. Totals:		\$ 1,000.00	\$ 753.00	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 09/25/13		Auto Renewal Contract: <u>Yes</u> No		Bid No: N/A			
Contract End Date: 09/25/14		Contract # Issued By Purchasing: CM13299					

Approved By:	Signature	Date
Department Head:		8/9/2013
Purchasing Agent:		8-13-2013
County Legal:		
Contract listed in Budget Documentation: Yes No		
County Budget Office:		8/13/2013



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 7-Aug-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 9-Aug-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	SOFTWARE MAINTENANCE- MAINTENANCE PLAN- RENEWAL OF ANNUAL UPGRADE AND SUPPORT FOR TWELVE MONTHS TO NEW VERSIONS OF PROMODAG REPORTS FOR EXCHANGE; LICENSE NUMBER: 2992; NO. OF SERVERS: 1; NO. OF CONSOLES: 2; EDITION: ENTERPRISE; VERSION: 9; PROMODAG PART NUMBER: PRX-90-MAINT; MAINTENANCE START: 9/25/13, END: 9/25/14	\$ 753.00	\$ 753.00			
		TOTAL		\$ 753.00			
		REQUESTED BY: CLAUDIA PEREZ					
		CALL NUMBER: 60437					
		QUOTE NUMBER: 6946601					
		FOR: RENEWAL OF ANNUAL UPGRADE AND SUPPORT FOR PROMODAG REPORTS FOR EXCHANGE					

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

MMIT
DHFF _____

ITSO _____ Init/Date

Charge to a/c : 11011591005423500

CR#CR309786

<p>Suggested Vendor : <u>SHI</u></p>	<p>Vendors Contacted:</p> <p>#1 _____</p> <p>#2 _____</p> <p>#3 _____</p>
--------------------------------------	---

<p>I have this date order the above material or services from Vendor Number : <u>703308</u></p>	<p>Quotations obtained by:</p> <p><input type="checkbox"/> Sealed Bids Contract</p> <p><input type="checkbox"/> Verbal Quotation Agreed Price</p> <p>Purchase Order No _____</p> <p>Date ordered: _____ 20____</p>
---	--

PURCHASING AGENT



Galveston County

INFORMATION TECHNOLOGY

5WH PROMODAG SOFTWARE MAINTENANCE RENEWAL

Who: Infrastructure Support

What: Maintenance Plan – Renewal of Promodag Reports for Exchange. License No. 2992

Where: IT Datacenter

When: 08/26/2013 (Expires 9/25/2013)

Why: Promodag is the email reporting tool used by Galveston County. The current support for Promodag ends on 9/25/2013. This maintenance needs to be renewed.

How: Obtain quotes from vendor, issue purchase order.

Planned Costs:	Item	Qty	Unit \$	Total \$
	Promodag Reports for Exchange maintenance (license 2992)	1	793	793
			Total	793

Charge to: 5423500

Submitted by: Claudia Perez **Date:** 08/1/2013

Approved by: _____ **Date:** _____
IT Director / Assistant IT Director

Galveston County Information Technology Call Report - Call Number 60437

Call Details as at 8:59:51 AM, 8/7/2013

Call Details

Type: Request	Customer: Perez, Claudia
Call Ref/Job Ref: /	Customer VIP Status: Unspecified
IPK Status: Service Request	Telephone: 409-770-6201
IPK Stream: Default	Organization: Information Technology
Service: PURCHASE REQUEST	Location: Courthouse Main
Config Item: REPORTING	Logged By: Perez, Claudia
Outage Created: N	Current Officer: Perez, Claudia
Call Priority: Low	Current Group: Servers
Call State: Open	Forward to Officer:
Call Status: Undefined	Forward to Group: Administration
Call Physical Status: Forward Internally	
Call Description: Support renewal for Promodag (reporting tool for Exchange). See attachments.	

Call Dates, Times and Expenses

Logged: 8/1/2013 4:52:54 PM	Time Solving: 0 hrs 18 mins	Total Expenses: \$0.00
Last Action: 8/1/2013 4:59:33 PM	Downtime: 136 hrs 7 mins	

Objects

Object Name	Upload/Update Date	Description	Security Profile
Promodag maint 2013.docx	8/1/2013 4:56:02 PM	5wh	Unspecified
Galveston Co Promodag V90 Renewal quotation 070513 (2).pdf	8/1/2013 4:56:29 PM	Initial quote	Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
8/1/2013 4:52:54 PM	Perez, Claudia	Y	Unspecified	[Object Promodag maint 2013.docx Uploaded] 5wh
8/1/2013 4:52:54 PM	Perez, Claudia	Y	Unspecified	[Object Galveston Co Promodag V90 Renewal quotation 070513 (2).pdf Uploaded] Initial quote
8/1/2013 4:52:54 PM	Perez, Claudia	N	Unspecified	[Call Updated]
8/1/2013 4:59:26 PM	Perez, Claudia	N	Unspecified	[Call Forward Internally to Group (Administration)]

Custom Quotation for

Richard Johnson
Galveston County Information Technology



Galveston TX

July 5, 2013

Quotation No. 070513-19

Omnemail, Inc. is pleased to provide the following quotation. Please e-mail sales@omnemail.com or call (678) 696 - 0404 with any questions. When ordering, please email your purchase order to sales@omnemail.com or complete the order form at the bottom and fax to (678) 212-4045 in the US. Please request a revised quotation if the wrong items are quoted. All prices quoted are USD and are valid for 30 days from above date. Products may be ordered by Purchase Order or by Credit Card at www.omnemail.com/order.htm.

Reference	Description	Renewal Price
PRX-90-MAINT Renewal	Maintenance Plan – Renewal of Annual Upgrade and Support for twelve months to new versions of Promodag Reports For Exchange. License No.: 2992 No. of Servers: 1 No. of Consoles: 2 Edition Enterprise Version: 9 Effective Renewal Date: 9/26/2013	\$793.80

Order Form: (Not required if ordering by Purchase Order)

To Omnemail:

Please order the above products for the following:

Company _____ Telephone No. _____

Contact _____ E-mail _____

Billing Address _____

City _____ State _____ Postal Code _____

Purchase Order No. _____

Ordered by: _____

Print Name

Title

Signature: _____



Pricing Proposal

Quotation #:	6946601
Description:	Omnemail
Created On:	Aug-09-2013
Valid Until:	Aug-30-2013

GALVESTON CO

Lauren Michaels

Phone: (409) 770-6233

Fax: (409) 765-2665

Email: Lauren.Michaels@co.galveston.tx.us

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 Maintenance Plan – Renewal of Annual Upgrade and Support for twelve months to new versions of Promodag Reports For Exchange. Omnemail - Part#: PRX 900 Maint Note: 2992 licenses, 1 server, 2 consoles, Enterprise edition Terms: 09/25/13 through 09/25/14	1	\$753.00	\$753.00
		Total	\$753.00

Additional Comments

Good afternoon. Here is the price quote you requested.

Please provide end-user contact information (first name, last name, and email address) for all orders. Not including this information may result in a delay in order processing.

Also, please include SHI quote number on your PO. Please contact me if you have any questions.

Retrieve your quote:

<https://www.shi.com/Quotes/Quoteinfo.aspx>

The Products offered under this proposal are subject to the SHI Return Policy, unless there is an existing agreement between SHI and the Customer.

Xerox WorkCentre 7345 Transmission Report

Date & Time : 08/09/2013 10:39 AM
Page : 1(Last Page)

Document has been sent.

Job Date & Time 08/09/2013 10:39 AM



Galveston County Purchase Requisition

Department: INFORMATION TECHNOLOGY Date: 2-Aug-2013
 Deliver To: INFORMATION TECHNOLOGY Date Required: 2013-08-09

Quantity / Unit	Description	Unit Price	Total	a1	a2	a3
1 EA	SOFTWARE MAINTENANCE-MAINTENANCE PLAN-RENEWAL OF ANNUAL UPGRADE AND SUPPORT FOR TWELVE MONTHS TO XIR. VERSIONS OF PROMODAG REPORTS FOR EXCHANGE LICENSE NUMBER: 2992; NO. OF SERVERS: 1; NO. OF CONSOLES: 2; EDITION: ENTERPRISE; VERSION: 9; PROMODAG PART NUMBER: PIV-2010-MAN-MAINTENANCE START: 9/25/11, END: 9/25/14	753.00	753.00			
	REQUESTED BY: CLAUDIA PEREZ					
	CALL NUMBER: 4432					
	QUOTE NUMBER: 0816601					
	FOR: RENEWAL OF ANNUAL UPGRADE AND SUPPORT FOR PROMODAG REPORTS FOR EXCHANGE					
	TOTAL		753.00			

Printed for order and request for quotation on official date, and I hereby authorize the Purchasing Agent to verify, negotiate and bind for the purchase of the above items, which may be subject to change without notice, and that requirements are not requested as shown in the above description.

MAIL TO: LTSSO

Charge to a/c: 11011591005423500

Suggested Vendor: SHI

Vendor's Contacted: 1

Have this date order the above material or services from

Vendor Number: 703308

Options obtained by:

Sealed bids
 Verbal quotation
 Other make vs
 Mail order

Contract Admin Type

20

Date & Time Sent	Recipient Information	Result
08/09/2013 10:39 AM	prodoc@co.galveston.tx.us	Completed
08/09/2013 10:39 AM	Erin.Quiroga@co.galveston.tx.us	Completed
08/09/2013 10:39 AM	IT-Admin@co.galveston.tx.us	Completed

Licensing schema

PROMODAG Reports is licensed for one Exchange organization, on a cost-effective per analyzed server basis. A license is established for at least one Exchange server and one console (administration workstation).

For example, if two administrators intend to use PROMODAG Reports on their workstation to analyze 10 Exchange servers, you will need a 10-server and 2-console license pack.

Edition

PROMODAG Reports is available in three editions to meet the needs of all organization, from a small enterprise with a single server to a global enterprise with multiple servers. See a complete list of features by edition [on our website](#).

Any of these editions can be tested using the evaluation version, downloadable from [our website](#). Once PROMODAG Reports is installed, you can choose to test a particular edition in the [License](#) dialog box.

- **Standard** for single-server organizations. The database type is Microsoft Access.
- **Professional** for multi-server organizations. The database type is Microsoft Access.
- **Enterprise** for multi-server organizations. The database type is Microsoft SQL Server.

Note: For organizations with more than 10 servers, we recommend using the Enterprise edition, since the size of an Access database is limited to 2 GB of data.

For more information about using a Microsoft Access or SQL Server database, see [Selecting the right database format](#), [Using PROMODAG Reports and an Access database](#), and [Using PROMODAG Reports and Microsoft SQL Server](#).

Licensing the product

Once you have received your license file, use the Help > License dialog box to license your Exchange servers.

AGENDA ITEM #15.



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 7/29/2013		2. Contract Type: <input checked="" type="radio"/> Expense Revenue Other			3. Renewal Contract: <input checked="" type="radio"/> Yes / No		
4. Department Name: Information Technology				5. Department Contact: JJ Allen			
6. Description: Annual maintenance renewal for Solarwinds and Engineers Toolset.							
7. IFAS PEID No: 704289		8. IFAS Req No: CR308892		9. Orgkey: 1101159100		10. Object Code: 5423500	
11. Vendor: Tech Depot				12. Vendor Contract No:			
13. Requested Legal Review: <input checked="" type="radio"/> Yes / <input type="radio"/> No (Explain if No) No, standard terms and conditions.							
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
Software Maintenance	5423500	10,000.00	5811.34				
22. Totals:		10,000	5,811	-	-	-	-
To Be Completed By Purchasing Department							
Contract Start Date: 9/16/13		Auto Renewal Contract: <input checked="" type="radio"/> Yes / <input type="radio"/> No		Bid No: N/A			
Contract End Date: 9/15/13		Contract # Issued By Purchasing: CM13300					

Approved By:	Signature	Date
Department Head:		7/29/2013
Purchasing Agent:		8-13-2013
County Legal:		
Contract listed in Budget Documentation: Yes / No		
County Budget Office:		8/13/2013



Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 11-Jul-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 16-Jul-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	SOFTWARE MAINTENANCE- SOLARWINDS NETWORK PERFORMANCE MONITOR SLX (UNLIMITED ELEMENTS-STANDARD POLLING THROUGHPUT)- ANNUAL MAINTENANCE RENEWAL; SKU# 16004	4766.20	4766.20			
6	EA	SOFTWARE MAINTENANCE- ENGINEERS TOOLSET- ANNUAL MAINTENANCE RENEWAL; SKU# 3003	174.19	1045.14			
TOTAL				5811.34			
		REQUESTED BY: CHRIS BENTLEY					
		CALL NUMBER: 59071					
		FOR: ANNUAL MAINTENANCE RENEWAL FOR SOLARWINDS AND ENGINEERS TOOLSET					

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

MMIT

DHFF

ITSO

Init/Date

Charge to a/c : 11011591005423500

CR#CR308892

Suggested Vendor : BIDCON Tech Depot	Vendors Contacted:
	#1 _____
	#2 _____
	#3 _____

I have this date order the above material or services from Vendor Number : 704284

Quotations obtained by:

- Sealed Bids
- Verbal Quotation

Contract Agreed Price

Purchase Order No _____

Date ordered: _____ 20____

PURCHASING AGENT



**Galveston County
Information Technology**

Who: Chris Bentley

What: Solarwinds Annual Renewal

When: July 11th 2013

Where: 722 Moody, 2nd floor

Why: We have received notification that our SolarWinds licenses will expire September. This software is our primary source for network monitoring, alerts and other tools. This is our annual renewal for this software.

How: Use funds from the Software Maintenance account 5423500

Planned Costs:

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total</u>
SolarWinds Network Performance Monitor SLX SKU - 16004	1	\$5,155.00	\$5,155.00
Engineer's Toolset SKU - 3003	6	\$395.00	\$2,370.00

Total = \$7,525.00

Galveston County Information Technology Call Report - Call Number 59071

Call Details as at 12:39:14 PM, 7/11/2013

Call Details

Type: Assis/Infor/Gener	Customer: Bentley, Chris
Call Ref/Job Ref: /	Customer VIP Status: Unspecified
IPK Status: Service Request	Telephone: (409) 770-6217
IPK Stream: Default	Organization: Information Technology
Service: INFORMATION UPDATE	Location: Courthouse Main
Config Item: INFORMATION	Logged By: Infraenterprise, Infra
Outage Created: N	Current Officer: Michaels, Lauren
Call Priority: Low	Current Group: Administration
Call State: Open	Forward to Officer:
Call Status: Forward to 2nd level support	Forward to Group:
Call Physical Status: In Progress	
Call Description: 5WH - SolarWinds License Renewal:See attached quote and request.	

Call Dates, Times and Expenses

Logged: 7/11/2013 10:39:12 AM	Time Solving: 0 hrs 16 mins	Total Expenses: \$0.00
Last Action: 7/11/2013 12:39:02 PM	Downtime: 2 hrs 0 mins	

Objects

Object Name	Upload/Update Date	Description	Security Profile
5WH - Solarwinds Annual Renewal.docx	7/11/2013 10:39:12 AM		Unspecified
SolarWinds Renewal Quote.docx	7/11/2013 10:39:12 AM		Unspecified

Call History

Action Date / Time	Officer	Portal	Security Profile	Action Description
7/11/2013 10:39:12 AM	Infraenterprise, Infra	N	Unspecified	[Object Uploaded (5WH - Solarwinds Annual Renewal.docx) by Infraenterprise, Infra]
7/11/2013 10:39:12 AM	Infraenterprise, Infra	N	Unspecified	[Object Uploaded (SolarWinds Renewal Quote.docx) by Infraenterprise, Infra]
7/11/2013 10:39:12 AM	Infraenterprise, Infra	N	Unspecified	[Call Forward Internally to Group (Tier 1) by workflow rule Route calls from Service Desk] [Call Logged via Email {InfraEnterprise/EMCINFRA}]
7/11/2013 10:39:12 AM	Infraenterprise, Infra	N	Unspecified	[Notifications by workflow rule(s)] Workflow Rule: Notify Customer Recipients: Bentley, Chris Workflow Rule: Oncall Recipients: Oncall
7/11/2013 10:49:53 AM	Lucas, Freda	N	Unspecified	[Open Forwarded Call by Lucas, Freda]
7/11/2013 10:50:54 AM	Lucas, Freda	N	Unspecified	[Call Updated] [IPK Status changed from Incident to Service Request]
7/11/2013 10:50:54 AM	Lucas, Freda	N	Unspecified	[Call Forward Internally to Fite, Shelle (Tier 1)] [Forward to 2nd level support]
7/11/2013 10:50:54 AM	Lucas, Freda	N	Unspecified	[Notifications by workflow rule(s)] Workflow Rule: Notify Customer Recipients: Bentley, Chris
7/11/2013 11:20:18 AM	Gee, Katina	N	Unspecified	[Call Actioned by Gee, Katina]
7/11/2013 11:20:30 AM	Gee, Katina	N	Unspecified	[Call Forward Internally to Group (Administration)]

7/11/2013 11:22:51 AM	Allen, JJ	N	Unspecified	[Open Forwarded Call by Allen, JJ]
7/11/2013 11:23:10 AM	Allen, JJ	N	Unspecified	[Call Forward Internally to Michaels, Lauren (Administration)]
7/11/2013 12:39:02 PM	Michaels, Lauren	N	Unspecified	[Open Forwarded Call by Michaels, Lauren]



3711 S. MoPac Expressway
Building Two
Austin TX 78746
United States
866.530.8100
<http://SolarWinds.com>

Bill To

Accounts Payable
Galveston County Auditor's Office
PO BOX 1418
Galveston TX 77553
United States

Renewal Quote

Date 9/1/2013
Renewal Quote # QN279665
Expiration Date 9/15/2013
Currency USA
Customer
Customer ID SW41515
End Customer SW41515 Galveston County

SKU #	Description	Quantity	Rate	Amount	Expire Date
16004	SolarWinds Network Performance Monitor SLX (unlimited elements-Standard Polling Throughput) - Annual Maintenance Renewal	1	5,155.00	5,155.00	9/28/2013
3003	Engineer's Toolset - Annual Maintenance Renewal	6	395.00	2,370.00	9/29/2013
Total				\$7,525.00	

Keep your maintenance current to access Tech Support, FREE updates/upgrades, including all major and minor version releases, customer only training, and additional apps/utilities available exclusively to current customers.

1. If you previously ordered through a SolarWinds Partner and would like to order through that partner again, please forward this quote to them for processing.

2. Email your company Purchase Order to maintenance@solarwinds.com or- fax your order to one of the following: US 512.857.0125, Outside the US +353 21 238 0232.

3. Please use the link below to pay now via credit card. *No login required.*

<http://www.solarwinds.com/renewcart.aspx?eid=5354062&rts=4959>

**Contact SolarWinds at maintenance@solarwinds.com with any questions or concerns and we will be happy to assist with your maintenance renewal.

CR308892

Quiroga, Erin

From: Arturo Lopez [Arturo.Lopez@TechDepot.com]
Sent: Thursday, July 25, 2013 9:00 AM
To: Quiroga, Erin
Subject: Re: FW: CR308892 Specs

Erin,

Good morning, please review revised quote and let me know if there are any questions or anything else is needed.



Product Quote

Tech Depot appreciates this opportunity to provide your organization this product(s) quote. Tech Depot strives to make your buying experience straightforward and streamlined by offering intelligent product choices, top brands, and competitive prices, with the support you demand.

Reference# :		Date:		22-Jul-2013	
Quote# :		B13075702		Phone: (855) 337-6811	
BILL TO			SHIP TO		
ERIN QUIROGA COUNTY OF GALVESTON PO BOX 1418 GALVESTON, TX 775531418			ERIN QUIROGA COUNTY OF GALVESTON 722 MOODY AVE FL 5 PURCHASING GALVESTON, TX 775502318		
Item #	Mfg #	PRODUCT	QTY	PRICE	TOTAL
S8638410	16004	NTWK PERFORM MON SLX 1YR MNT RNWL <i>Contract Number: R5113</i>	1	\$4,766.20	\$4,766.20
S6822906	3003	SOLARWINDS ENG TOOLSET- MNT ONLY 12MO <i>Contract Number: R5113</i>	6	\$174.19	\$1,045.14
Subtotal					\$5,811.34
TAX (applicable states only)					\$0.00
SHIPPING & HANDLING (Standard Ground)					
TOTAL					\$5,811.34
FEIN		DUNS		Cage Code	
06-1526627		04-188-3971		1LDH8	

Thank you once again for your consideration and feel free to contact me with any questions.

If this quote meets your requirements and you are set to purchase, please click the link below:
<http://www.techdepot.com/pro/3.asp?c=pq&r=lr&s=6774897>



CR308892

Pricing Proposal

Quotation #:	6876442
Description:	Solarwinds
Reference #:	CR308001
Created On:	Jul-22-2013
Valid Until:	Jul-31-2013

GALVESTON CO

Erin Quiroga
722 MOODY 202
ATTN: ACCOUNTS PAYABLE
GALVESTON, TX 77550
United States
Phone: (409) 770-5391
Fax: (409) 766-2521
Email: Erin.Quiroga@co.galveston.tx.us

All Prices are in US Dollar(USD)

Product	Qty	Your Price	Total
1 SolarWinds Maintenance - Technical support (renewal) - phone consulting - 1 year - for SolarWinds Network Performance Monitor - unlimited elements SolarWinds - Part#: 16004	1	\$4,491.00	\$4,491.00
2 SolarWinds Engineer's Toolset - Maintenance Renewal SolarWinds - Part#: 3003	6	\$341.00	\$2,046.00
Total:			\$6,537.00

Additional Comments

Good afternoon. Here is the price quote you requested.

Please provide end-user contact information (first name, last name, and email address) for all orders. Not including this information may result in a delay in order processing.

Also, please include SHI quote number on your PO. Please contact me if you have any questions.

Retrieve your quote:

<https://www.shi.com/Quotes/Quoteinfo.aspx>

The Products offered under this proposal are subject to the SHI Return Policy, unless there is an existing agreement between SHI and the Customer.

07308892



7503 Standish Place
Rockville, MD 20855

QUOTATION

Quote # 23467547.01
PLEASE REFER TO THE ABOVE QUOTE NUMBER WHEN ORDERING
Date: July 26, 2013
Valid through: August 25, 2013
Account #:

Account Executive: Peter DiGennaro
Phone: (800) 800-0019 ext. 75072
Fax: 603-683-0993
Email: pdigennaro@govconnection.com

QUOTE PROVIDED TO:
AB#: 2192825
COUNTY OF GALVESTON AUDITORS
OFFICE
ACCOUNTS PAYABLE
PO BOX 1418
GALVESTON, TX 77553

SHIP TO:
AB#: 10957197
COUNTY OF GALVESTON
722 MOODY AVE 2ND FL
INFORMATION TECHNOLOGY
GALVESTON, TX 77550

DELIVERY 1-30 Days A/R/O	FOB Destination	TERMS NET 30	CONTRACT ID #
------------------------------------	---------------------------	------------------------	----------------------

* Line #	Qty	Item #	Manuf. Part #	Description	Price	Ext
1	1		16004	SolarWinds Network Performance Monitor SLX (unlimited elements-Standard Polling Throughput) - Annual Maintenance Renewal Solar Winds	\$4,634.98	\$4,634.98
2	6		3003	Engineer's Toolset - Annual Maintenance Renewal Solar Winds	\$355.15	\$2,130.90
Lines: 2					Total Merchandise Fee	\$6,765.88
					Ship Via: Small Pkg Ground Service Level	. pounds
					Shipping and Handling	\$0.00
					Tax	
					TOTAL	\$6,765.88
* Lease for as low as:						

solarwinds
 3711 S. MoPac Expressway
 Building Two
 Austin TX 78746
 United States
 866.530.8100
<http://SolarWinds.com>

Renewal Quote

Date 9/1/2013
 Renewal Quote # QN279665
 Expiration Date 9/15/2013
 Currency USA
 Customer
 Customer ID SW41515
 End Customer SW41515 Galveston County

Bill To
 Accounts Payable
 Galveston County Auditor's Office
 PO BOX 1418
 Galveston TX 77553
 United States

SKU #	Description	Quantity	Rate	Amount	Expire Date
16004	SolarWinds Network Performance Monitor SLX (unlimited elements-Standard Polling Throughput) - Annual Maintenance Renewal	1	5,155.00	5,155.00	9/28/2013
3003	Engineer's Toolset - Annual Maintenance Renewal	6	395.00	2,370.00	9/29/2013
Total				\$7,525.00	

Keep your maintenance current to access Tech Support, FREE updates/upgrades, including all major and minor version releases, customer only training, and additional apps/utilities available exclusively to current customers.

1. If you previously ordered through a SolarWinds Partner and would like to order through that partner again, please forward this quote to them for processing.
2. Email your company Purchase Order to maintenance@solarwinds.com or- fax your order to one of the following: US 512.857.0125, Outside the US +353 21 238 0232.
3. Please use the link below to pay now via credit card. *No login required.*

<http://www.solarwinds.com/renewcart.aspx?eid=5354062&rts=4959>

**Contact SolarWinds at maintenance@solarwinds.com with any questions or concerns and we will be happy to assist with your maintenance renewal.

Software Support and Maintenance Terms and Conditions ("Agreement")

SolarWinds Worldwide, LLC ("SolarWinds") will provide the Software Support subject to the terms and conditions set forth below to You (either an individual or an entity), for itself and its affiliates and subsidiaries, if any. In this Agreement and any exhibits pertaining to Software Support, the following defined terms are used:

Platform – means the combination of the CPU and other hardware a computer system uses, its exact operating system including the version number, the compiler required, the type of libraries (e.g. libc, glibc), and the type of crypto library available (e.g. libcrypt, pam). Changes to any of these components that break binary compatibility, or prohibit functioning (including recompiling) of Software, unless modified by SolarWinds, constitute a different platform.

Software – means software developed by SolarWinds and purchased by You from SolarWinds.

Software Support – means the standard maintenance and support to be provided by SolarWinds as specifically set forth below.

Supported Hardware or Platform – means hardware or a platform that functions with the Software and components contemplated for use with the Software.

1. YOUR OBLIGATIONS

- 1.1. **Entitlement.** In order to access and utilize Software Support, You will be required to provide Your user name and SolarWinds network machine name or SolarWinds network system ID at the time of Software Support.
- 1.2. **Your Computer System.** You will be responsible for performing all operations on Your computer system. SolarWinds shall have no responsibility to perform operations on Your computer system or for operations performed on Your computer system.
- 1.3. **No Modification to Platform.** Any modification to a Platform may disqualify You from receiving Software Support.
- 1.4. **Your Benefit.** The Software Support purchased by You is intended for use by You and only for Your benefit and only for properly licensed Software. Any unauthorized use of the Software or Software Support will be deemed to be a material breach of this Agreement.
- 1.5. **Designated Software Support Contact.** SolarWinds will provide Software Support to You only by communication with the Your designated technical contact or contacts (the "Contact").
 - 1.5.1. **Contact Requirements.** The parties agree that the Software Support provided by SolarWinds under this Agreement is intended to be provided to system administrators and other technical personnel performing the daily hands-on administration of the Software on Your machines. At least one of the contacts shall be a system administrator. Each contact must be an individual. You shall make commercially reasonable efforts to maintain consistent designated contacts for the term of this Agreement. You may not use a single contact to act as a mere forwarding service for other personnel. The contact may not use Software Support on the basis of this Agreement to benefit any person or entity other than the You. Each contact must have read and/or write access to all necessary files. Each contact must be able to communicate in English and possess the relevant technical knowledge necessary to assist SolarWinds in performing the Software Support contemplated under this Agreement. This knowledge includes familiarity with the Software and the Supported Hardware or Platform associated therewith.
 - 1.5.2. **Change of Contact(s).** You may change contacts if one person previously designated to be a contact has terminated employment or is no longer involved with day-to-day administration of the Platform. You must notify SolarWinds of any change in contacts in writing. You shall allow one calendar week for processing by SolarWinds of any changes in contacts. SolarWinds reserves the right to approve changes to contacts, such approval not to be unreasonably withheld, conditioned, or delayed.

2. SOFTWARE SUPPORT.

- 2.1. **Scope of Coverage.** SolarWinds will provide the Software Support specified herein during the hours specified below. SolarWinds may, at its discretion, decline to provide Software Support for

- Software that has been modified or changed by You in any way, except for any modification or change made by You as directed by SolarWinds. SolarWinds will provide Software Support for Supported Hardware and Platforms only. SolarWinds will not be obligated to provide Software Support beyond any specific release (either major or minor) of the Software for a period of two years following the release date; provided, however, that a new release (either major or minor) has occurred within two years following the release date. SolarWinds will only provide Software Support for the entitled Software for which You have purchased from SolarWinds.
- 2.2. **SolarWinds Standard Maintenance and Support.** If Standard Maintenance and Support is purchased, then the Software Support for the entitled Software includes:
- 2.2.1. **Email and Telephone Support.**
- 2.2.1.1. Email responses to questions during the hours of 7 a.m. – 7 p.m. local time Monday-Friday.
- 2.2.1.2. Telephone support from 7 a.m. – 7 p.m. local time Monday-Friday.
- 2.2.2. **New Releases.** All new releases of licensed SolarWinds products, including major releases, point releases and service releases.
- 2.2.3. **Support Portal.** The method of initiation of Support requests is through the web-based support portal located at SolarWinds' main web site: <http://www.solarwinds.com/customerportal>. Your Contact personnel, as identified to SolarWinds, are entitled to open a secure login to the Support Portal and use the Ticket Manager Application to submit a support request for any covered Support. Each submitted service request is given a unique identification number (ID). Services logged through the SolarWinds Support Portal are managed using the English language.

3. LIMITATIONS OF SOFTWARE SUPPORT.

- 3.1. **Access to Your Computer System.** Upon explicit request by You, You acknowledge that SolarWinds may perform certain Software Support that may be conditioned upon access to Your information and/or access to Your computer system. Information that may be accessed during Software Support may include, but is not limited to, the type of hardware You are using, a description of the problem for which You are seeking Software Support, and additional software You are using that falls outside the scope of coverage. You understand and agree that the completeness and accuracy of the information You provides to SolarWinds may affect SolarWinds' ability to provide Software Support.
- 3.2. **Maintenance and Modifications.** If You have not paid the fees required for Software Support or to continue Software Support, SolarWinds is not obligated to provide You with Software Support. If You have made modifications or changes to the Platform or Software, except for any modification or change made by You as directed by SolarWinds, SolarWinds may, at its discretion, decline to provide Software Support for Software or the Supported Hardware or Platform.

4. MISCELLANEOUS.

- 4.1. If any provision of this Agreement is held to be unenforceable, that shall not affect the enforceability of the remaining provisions. This Agreement shall be governed by the laws of the State of Texas and of the United States, without regard to any conflict of laws provisions, except that the United Nations Convention on the International Sale of Goods shall not apply.
- 4.2. This Agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same instrument. The Parties may exchange signature pages by facsimile and such signatures shall be effective to bind the Parties.
- 4.3. All waivers must be in writing. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.
- 4.4. This Agreement is the complete and exclusive statement of agreement between the parties relating to the matters contemplated herein and supersedes all other written and oral contracts, proposals, and other communications between the parties.

AGENDA ITEM #16.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

August 14, 2013

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

Re: Bid #B112028, Indigent Burial Services

Gentlemen,

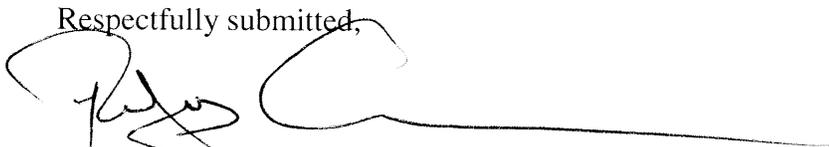
The contract associated with Bid #B112028, Indigent Burial Services scheduled for its second extension on September 27, 2013. The contracted vendor for this service is Carnes Brothers Funeral Home.

No amendments to the contracts have been requested at this time.

It is requested that you authorize an extension on this contract.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,



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

Attachments



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

June 3, 2013

Mr. Rufus Crowder
Galveston County, Purchasing Agent
722 Moody, 5th Floor
Galveston, Texas 77550

Rufus,

Our current contract for Indigent Burial Services with Carnes Brothers Funeral Home is due for renewal on 09/27/2013. According to the terms, the contract may be extended on a year-to-year basis contingent upon approvals of both parties. I would recommend extending this contract for another year.

Please do not hesitate to contact me if you have any questions.

Respectfully,

A handwritten signature in cursive script that reads "Connie Nicholson".

Connie Nicholson



Carnes Brothers Funeral Home



1201 Tremont—Galveston, TX 77550 409.765.8080

July 29, 2013

To:

Rufus Crowder
Galveston County Purchasing Agent

Ref: **RFP #B112028**, Indigent Burial Services, scheduled second extension, September 27, 2013

Commissioners,

We are willing to extend our contract for burial services to be effective September 27, 2013 thru September 26, 2014 another year to provide Galveston County Welfare Department with the highest level of professional death care available in Galveston County.

Sincerely,

Franklin W. Carnes, III
President-Carnes Brothers Funeral Home, Inc.

Sent via email:

Darla McCullough
Administrative Coordinator/P Card Administrator
Galveston County Purchasing
(409) 770-5373
(409) 621-7987 Fax
Darla.Mccullough@co.galveston.tx.us

AGENDA ITEM #17.



THE COUNTY OF GALVESTON

RUFUS CROWDER, CPPO CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

August 14, 2013

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

Re: Disposal of Salvage or Surplus Property

Gentlemen,

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

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

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", with a long horizontal flourish extending to the right.

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

Attachment

McCullough, Darla

From: Beshears, Vickie
Sent: Wednesday, August 14, 2013 8:23 AM
To: McCullough, Darla
Subject: CC Agenda Request

Hello Darla,

Could you please place the item listed below on the next available CC agenda for approval of disposal.

Sheriff - ACTF
-1 each 2008 Dodge Ram 1500 Pickup Truck

This items was previously deferred from the August 6, 2013 Commissioners Court meeting.

Please let me know if you have any questions.

Thanks,

Vickie Beshears
Fixed Asset Property Manager
Galveston County
409-770-5417 Phone
409-621-7991 Fax

\$6000



FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 7/23/13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: SGT Hal Boman SGT Hal Boman (GA) Vestal County ACTF
Signature Print Name Department/Division

Re: Pre-auction vehicle disclosure

Disposal of FAID No: 30158 Description: 2008, Dodge, 1500, crew cab

Unit # 3825 Serial/VIN: 1D7HA18278S608423 Mileage: 72771

Reason for Disposal: Mileage/Hail Damage

Has this vehicle ever been in a wreck? Yes No If Yes, what year. 2/5/2012

What type of damaged resulted from wreck? Left Rear damage Bed

List any engine issues: None known (engine light on)

List any transmission issues: None known

List any fluid leaks (oil, fuel, radiator, transmission, etc.) None

Are all tires road-worthy? Yes No If No, please explain: N/A

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

Other: Truck currently has hail damage.

C Longford

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

7/26/2013
Date Form Processed

143
Fixed Asset Property Manager

AGENDA ITEM #20.



Galveston County Nuisance Abatement Program

Garret Foskit
Nuisance Abatement Officer

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

August 5, 2013

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

RE: Abatement of One (1) Tax Foreclosed Property That is a Public Nuisance by the City of Dickinson

Gentlemen:

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

Site	Violations
2306 Ave I – Dickinson	Dilapidated Structure, Trash, High Grass and Weeds

Sincerely,

A handwritten signature in black ink, appearing to read "Garret Foskit", is written over a faint, larger version of the same signature.

Garret Foskit
Nuisance Abatement Officer



AGENDA ITEM #21.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



August 2, 2013

Mark Henry
County Judge
722 Moody Street
Galveston, Texas 77550

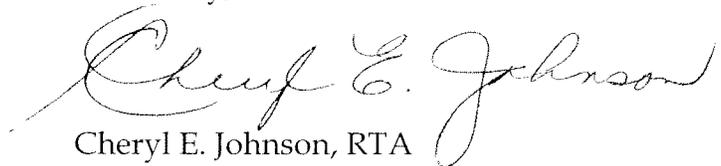
Re: Tax Refunds in Excess of \$2,500.00

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):

<u>Account Number</u>	<u>Amount</u>	<u>Reason</u>
7144-0000-0068-000	\$ 13,483.85	Over Payment
7144-0000-0068-000	\$ 12,796.30	Over Payment
7144-0000-0068-000	\$ 5,828.67	Over Payment
3505-0018-0008-001	\$ 7,668.02	Over Payment
7043-0001-0025-000	\$ 4,682.07	Over Payment

Sincerely,


Cheryl E. Johnson, RTA

Refunds in Excess of \$2,500.00

Account Number	Amount	Reason
7144-0000-0068-000	\$ 13,483.85	Over Payment
7144-0000-0068-000	\$ 12,796.30	Over Payment
7144-0000-0068-000	\$ 5,828.67	Over Payment
3505-0018-0008-001	\$ 7,668.02	Over Payment
7043-0001-0025-000	\$ 4,682.07	Over Payment

AGENDA ITEM #22.a.

Whereas, in accordance with Tex. Tax Code § 312.002, Galveston County may not enter into tax abatement agreements under the Property Redevelopment and Tax Abatement Act (Act), codified as Chapter 312 of the Texas Tax Code, unless the Commissioners Court has established guidelines and criteria governing tax abatement agreements by Galveston County and has stated, by resolution, that Galveston County elects to become eligible to participate in tax abatement;

Whereas, in accordance with the Act, guidelines and criteria governing tax abatement agreements by Galveston County shall be effective for two years from the date adopted and may only be amended or repealed thereafter by a vote of three-fourths of the members of the Commissioners' Court;

Whereas, the adoption of guidelines and criteria governing tax abatement agreements does not limit the discretion of the Commissioners Court to decide whether to enter into a specific tax abatement agreement;

Whereas, the adoption of guidelines and criteria governing tax abatement agreements does not limit the discretion of the Commissioners Court to delegate to Galveston County employees the authority to determine whether or not the Commissioners Court should consider a particular application or request for tax abatement;

Whereas, the adoption of guidelines and criteria governing tax abatement agreements does not create any property, contract, or other legal right in any person to have the Commissioners Court consider or grant a specific application or request for tax abatement;

Whereas, the Director of the Galveston County Community Services Department has prepared the "2013-2015 Guidelines and Criteria Governing Tax Abatement Agreements by Galveston County, Texas," which is attached hereto as Exhibit No. 1; and

Whereas, Galveston County wishes to continue to be eligible to participate in tax abatement.

Now, Therefore, be it RESOLVED, by the Commissioners Court of Galveston County, Texas, that the Galveston County Commissioners Court hereby **ELECTS** to become and continue to be eligible to participate in tax abatement; and

Be it FURTHER RESOLVED, that the "2013-2015 Guidelines and Criteria Governing Tax Abatement Agreements by Galveston County, Texas" attached hereto as Exhibit No. 1 is incorporated herein for all purposes and is hereby **APPROVED** and **ADOPTED**.

****Execution Page Follows This Page****
****The Rest of this Page Intentionally Left Blank****

Upon Motion Duly Made and Seconded, the above Resolution is hereby **ADOPTED**, on this, the 20th day of August, 2013.

COUNTY OF GALVESTON, TEXAS, By:

Mark Henry, County Judge

Ryan L. Dennard,
Commissioner, Precinct No. 1

Kevin O'Brien,
Commissioner, Precinct No. 2

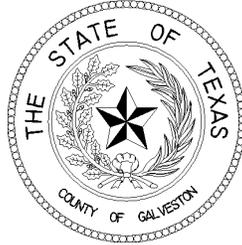
Stephen D. Holmes,
Commissioner, Precinct No. 3

Kenneth Clark,
Commissioner, Precinct No. 4

ATTEST:

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

2013-2015
Guidelines and Criteria Governing Tax Abatement
Agreements by Galveston County, Texas



Adopted by Resolution of the Commissioners Court of Galveston County, Texas
on August 20, 2013

2013-2015
Galveston County Tax Abatement Guidelines and Criteria
(Guidelines and Criteria)

- 1. Introduction.** These 2013-2015 Guidelines and Criteria Governing Tax Abatement Agreements by Galveston County, Texas, support Galveston County's priority of utilizing planning and implementing policies and incentives to attract, retain, and expand industries, increase employment and wages, expand the tax base, and create new wealth opportunities in the community. Planning and implementing policies and incentives are critical goals towards achieving the growth, sustainability, and diversity of a regional economy. The abatement of property taxes takes into consideration various project criteria when determining whether to grant abatement and the amount to be abated. Galveston County is authorized to abate property taxes in accordance with the Property Redevelopment and Tax Abatement Act. This same statute requires Galveston County to develop and review its guidelines at least every two years for the eligibility and award of tax abatement. These guidelines have been reviewed to help ensure that any abatement of property taxes achieves the County's economic development goals. The Galveston County Commissioners Court remains committed to fully evaluating the merits and benefits of each application for tax abatement and retains full discretion on whether or not and to what extent to grant the abatement of ad valorem taxes for any given project.
- 2. Resolution/Authority.** These 2013-2015 Guidelines and Criteria Governing Tax Abatement Agreements by Galveston County, Texas (Guidelines and Criteria) are attached to and made a part of the Resolution of the Galveston County Commissioners' Court on August 20, 2013, adopting the Guidelines and Criteria. The Commissioners' Court is authorized to adopt and amend guidelines and criteria governing tax abatement agreements in accordance with the Property Redevelopment and Tax Abatement Act, which is codified as Chapter 312 of the Texas Tax Code. In accordance with requirements of the Property Redevelopment and Tax Abatement Act, the Commissioners' Court, by resolution, has elected to become eligible to participate in tax abatement and to that end has adopted guidelines and criteria governing tax abatement agreements and amended the guidelines and criteria.
- 3. Effective Period – Sunset Provision.** These Guidelines and Criteria are and shall be effective on August 20, 2013 through August 19, 2015, unless repealed or further amended during the interim period by action of the Commissioners Court of Galveston County, Texas.
- 4. Amendment or Repeal (super-majority required).** Pursuant to Tex. Tax Code § 312.002(c), these Guidelines and Criteria may be amended or repealed only by a vote of, at minimum, three-fourths of the members of the governing body of Galveston County. Thus,

any repeal or amendment to these Guidelines and Criteria shall require a vote of no less than four (4) members of the Commissioners Court (a “super-majority”).

5. **No property right created/discretion retained.** The adoption of these Guidelines and Criteria does not limit the discretion of the County to decide whether to enter into a specific tax abatement agreement; does not limit the discretion of the County to delegate to its employee(s) the authority to determine whether or not the County should consider a particular application or request for tax abatement; does not limit the discretion of the County to determine the proportion of value to be abated; and does not create any property, contract, or other legal rights in any person to have the County consider or grant a specific application or request for tax abatement.

6. **Definitions.** The following words and terms, when used in these Guidelines and Criteria shall have the meanings set forth below unless the context *clearly* indicates otherwise:
 - a. **Abatement** means the full or partial exemption from ad valorem taxes of certain real property in a reinvestment zone designated for economic development purposes.

 - b. **Abatement period** means the period during which all or a portion of the value of real property or tangible personal property that is the subject of an Agreement is exempt from taxation.

 - c. **Affected jurisdiction** means Galveston County, Texas, and every other taxing unit within Galveston County, Texas that includes within its boundaries real property that is to be included in a proposed or existing reinvestment zone.

 - d. **Agreement** means a contractual agreement between a property owner and Galveston County acting by and through its Commissioners Court, or between a property owner and a taxing unit in Galveston County, for the purposes of tax abatement.

 - e. **Applicant** means a current or potential owner or taxable real property, or current or potential owner of a leasehold interest in taxable real property, applying for abatement pursuant to these Guidelines and Criteria and the Property Redevelopment and Tax Abatement Act.

 - f. **Base year value** means the assessed value of eligible property on January 1 preceding the effective date of the Agreement plus the agreed upon value of eligible property improvements made after January 1 but before the full execution of the Agreement, or the sales price if the property was conveyed subsequent to January 1, whichever is greater.

 - g. **Commissioners Court** means the Commissioners Court of Galveston County, Texas.

- h. **Convergent Technologies Facility** means buildings and structures, including fixed machinery and equipment, used or to be used primarily for research or development of computer and other electronic systems and hardware design or testing, software development, testing, or publishing, wireless telecommunications, or related product manufacturing.
- i. **County** means Galveston County, Texas.
- j. **Deferred maintenance** means improvements necessary for continued operations which do not improve productivity or alter the process technology.
- k. **Employee** means a person whose employment is both permanent and full-time, who is employed by the applicant for abatement for a minimum of 1,750 hours per year exclusively within the reinvestment zone, and whose employment is reflected in the tax abatement applicant's quarterly report filed with the Texas Workforce Commission.
- l. **Expansion** means the addition of buildings, structures, fixed machinery, or equipment for purposes of increasing production capacity.
- m. **Facility** means property improvements completed or in the process of construction which together comprise an integral whole.
- n. **Local Economic Zone** means the County and immediately adjacent counties; provided however, that the Local Economic Zone shall not extend greater than 100 miles from any part of the County.
- o. **Manufacturing Facility** means buildings and structures, including fixed machinery and equipment, the primary purpose of which is or will be the manufacture of tangible goods or materials or the processing of such goods or materials by physical or chemical change.
- p. **Modernization** means a complete or partial demolition of facilities and the complete or partial reconstruction or installation of a facility of similar or expanded production capacity. Modernization may result from the construction, alteration, or installation of buildings, structures, machinery, or equipment. Modernization shall include improvements for the purpose of increasing productivity or updating the technology of machinery and equipment, or both, but not for the purpose of reconditioning, refurbishing, or repairing.

- q. **New Facility** means a property previously undeveloped which is placed into service by means other than or in conjunction with expansion or modernization.
- r. **Other Basic Industry Facility** means buildings and structures, including fixed machinery and equipment, not elsewhere described, used or to be used for the production of products or services which primarily serve a market outside the Local Economic Zone. Corporate home office is included in this definition.
- s. **Productive Life** means the number of years a property improvement is expected to be in service in a facility.
- t. **Regional Distribution Center Facility** means buildings and structures, including fixed machinery and equipment, used or to be used primarily to receive, store, service, or distribute goods or materials owned by the facility operator where a majority of the goods or services are distributed to points at least 100 miles from any part of Galveston County.
- u. **Regional Entertainment Facility** means buildings and structures, including fixed machinery and equipment, used or to be used to provide entertainment through the admission of the general public where the majority of users reside at least 100 miles from any part of the County.
- v. **Regional Office Facility** means a building of at least 100,000 square feet in construction excluding related parking facilities, constructed specifically for use by private companies whose scope of business is in the State of Texas and beyond and not limited to the Local Economic Zone.
- w. **Regional Service Facility** means buildings and structures, including machinery and equipment, used or to be used to service goods where a majority of the goods being serviced originate outside the Local Economic Zone.
- x. **Research Facility** means buildings and structures, including machinery and equipment, used or to be used primarily for research or experimentation to improve or develop new tangible goods or materials or to improve or develop the production processes thereto.
- y. **Research & Development Facility** means buildings and structures, included fixed-in-place machinery and equipment, used or to be used entirely for research or experimentation to improve or develop current technology in biomedicine, electronics, or pre-commercial emerging industries.

- z. **Taxing unit** has the meaning ascribed in Sections 1.04 and 312.002(g) of the Texas Tax Code.

7. Eligibility.

- a. **Reinvestment Zone.** To be eligible for tax abatement the owner must own taxable real property which is the subject of the tax abatement which is located within a reinvestment zone designated by the governing body of a municipality or the County in accordance with the Property Redevelopment and Tax Abatement Act and must enter into a written agreement with the County wherein the owner agrees to make specified improvements or repairs to the property and, if applicable, that such specified improvements or repairs to the property are being made in conformity with the municipality's comprehensive plan.
- b. **Authorized Facility.** A Facility may be eligible for abatement if it is a Convergent Technologies Facility, Manufacturing Facility, Regional Distribution Center Facility, Regional Entertainment Facility, Regional Office Facility, Regional Service Facility, Research Facility, Research & Development Facility, or Other Basic Industry and meets the other requirements of these Guidelines and Criteria.
- c. **Creation of new value.** Abatement may only be granted for the increase in appraised value of eligible property located in the reinvestment zone made subsequent to and specified in the Agreement between the County and the property owner and lessee (if applicable), subject to such limitations as the Commissioners Court and the Texas Tax Code may require.
- d. **New and existing facilities.** Abatement may be granted for both new facilities and structures and for the expansion or modernization of existing facilities and structures, unless the property is property described by Section 312.211(a) of the Texas Tax Code (in which event requirements must conform with Section 312.211).
- e. **Leased facility.** If a leased facility is granted tax abatement, then the Agreement shall be executed with both the lessor (owner) and the lessee and the term of Abatement that may be granted shall be no greater than seven (7) years or the term of the lease between lessor and lessee, whichever is less.
- f. **Eligible Property.** Abatement may be extended to the value of buildings, structures, fixed machinery and equipment, site improvements plus that office space and related fixed improvements necessary to the operation and administration of the Facility at the discretion of the Commissioners Court. The value of all property shall be the certified

appraised value for each year, as finally determined by the Galveston Central Appraisal District.

- g. **Ineligible Property.** The following types of property shall be fully taxable and are ineligible for tax abatement: land; inventories; supplies; tools; furnishings and other forms of movable personal property; vehicles; vessels; aircraft; housing; hotel accommodations; furniture; deferred maintenance investments; property to be rented or leased (except as provided in Leased Facilities above); property which has a productive life of less than 15 years; any improvements, including those to produce, store, or distribute natural gas, fluids or gases, which are not integral to the operation of the facility; property owned or used by the State of Texas or its political subdivisions or by any organization owned, operated, or directed by a political subdivision of the State of Texas; or any property exempted by local, state, or federal law.
- h. **Forego Protest. Applicant agrees to forego any protest, application, negotiations, or other procedures available to taxpayers that would challenge or dispute the assessed value annually determined by the Galveston Central Appraisal District.**
- i. **Basic Qualifications.** To be eligible for designation as a reinvestment zone and receive tax abatement, the planned improvement:

 - 1.) Must be shown to directly create employment for at least 15 additional permanent full-time Employees or prevent the loss of at least 15 permanent full-time Employees, wherein the worksite for the Employees is within the reinvestment zone;
 - 2.) Must be shown to not solely or primarily have the effect of transferring employment from one part of the County to another part of the County;
 - 3.) The total expenditure for the construction and addition of eligible, taxable property must exceed \$3,000,000 upon completion of the contractually defined construction period; and
 - 4.) Notwithstanding the immediately preceding subsection, if the Commissioners Court finds, by way of the application for tax abatement, that the project is within a concentration of tourist related business activities and that the project would substantially enhance neighboring tourist related businesses, including increasing average occupancy of existing hotel rooms by a minimum of twenty-percent (20%), the Commissioners Court may consider granting tax abatement for a base total expenditure for construction of eligible taxable property of \$2,000,000 upon completion of the contractually defined construction period.

8. Term/Maximum Term of Tax Abatement.

- a. **Effective date.** Abatement shall be effective with the January 1 valuation date immediately following the date of execution of the Agreement.
- b. **Term limit.** Tax abatement may be granted for an abatement period of up to seven (7) years, inclusive of construction. The Commissioners Court reserves the right to set the proportion and length of the abatement, but will first consider granting the proportion and term of tax abatement adopted by the municipality, if applicable. In no event shall the abatement period, inclusive of construction and completion, exceed seven (7) years.
- c. **Earlier term limit for Regional Office Facility.** Notwithstanding the foregoing, abatement for a Regional Office Facility is terminated at the end of the abatement period or sixty (60) days following the date that the respective municipality in which the facility is located has issued certificates of occupancy for at least eighty percent (80%) of the total leasable space in the building, whichever occurs first. Applicant shall provide, at minimum, yearly reports to the County showing the percentage of certificates of occupancy issued relative to total leasable space with such yearly reports being provided to the County no later than the end of February in each year, and shall provide notification of reaching the eighty-percent (80%) threshold no later than thirty (30) calendar days after reaching the eighty percent threshold.

9. Abatement in taxing jurisdiction of a municipality (joining municipal tax abatement).

- a. **Term.** Galveston County may consider joining in approved municipal abatements for an abatement period of up to seven (7) years, inclusive of construction, upon application by the municipality to the Commissioners Court.
- b. **Application by municipality.** In making such application to the Commissioners Court, the municipality must include a certified copy of the tax abatement application that the applicant submitted to the municipality and a certified copy of the tax abatement agreement entered into between the municipality and the Applicant.
- c. **Eligibility.** To be eligible for abatement by the County, the requested tax abatement must be eligible and conform to the requirements of these Guidelines and Criteria, including without limitation, Sections 6, 7, 8 and 17 of these Guidelines and Criteria.
- d. **Agreement (amendment to municipal agreement or separate agreement).**

- 1.) The County may participate in the abatement through the vehicle of an amendment to the municipal tax abatement agreement, or through a separate agreement entered into between the County and the Applicant. The terms of the County's participation in the abatement are not required to contain terms identical to those contained in the agreement with the municipality.
- 2.) In the event of an amendment to the municipal tax abatement agreement, the amendment shall, at minimum, include specifying the term of the County's participation, the proportion of value to be abated, the date upon which abatement commences (for the municipality and for the County), the date upon which the abatement ends (for the municipality and the County), and the date that taxes shall be due and payable. The amendment shall also, at minimum, include provisions addressing Sections 11 through 17 of these Guidelines and Criteria. The County's participation in abatement on property within the taxing jurisdiction of a municipality remains subject to these Guidelines and Criteria.

10. Tax Abatement in County Reinvestment Zone.

- a. **Unincorporated areas.** The Commissioners Court, by order, may designate as a reinvestment zone an area of the County that does not include area in the taxing jurisdiction of a municipality.
- b. **Public Hearing/Designation of area as a reinvestment zone.**
 - 1.) The Commissioners Court may not designate an area as a reinvestment zone until it holds a public hearing on the designation and finds that the designation would contribute to the retention or expansion of primary employment or would attract major investment in the zone that would be a benefit to the property to be included in the zone and would contribute to the economic development of the County.
 - 2.) At the hearing, interested persons are entitled to speak and present evidence for or against the designation.
 - 3.) Advance notice of the public hearing must be given in compliance with the requirements of Sections 312.201 and 312.401 of the Texas Tax Code. Accordingly, not later than the seventh (7th) day before the date of the hearing, notice of the hearing must be:
 - a.) Published in a newspaper having general circulation in the County; and

- b.) Delivered in writing to the presiding officer of the governing body of each taxing unit that includes in its boundaries real property that is to be included in the proposed reinvestment zone. For purposes of this requirement, the County shall mail the notice of the public hearing to the respective presiding officer(s) by certified mail, return receipt requested, with proper postage affixed.
- 4.) Notice is presumed delivered when placed in the mail postage-paid and property addressed to the appropriate presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the County is considered to have been delivered to the addressee.
- c. **Expiration of reinvestment zone under this section.** The designation of a reinvestment zone under this section expires five years after the date of the designation and may be renewed for periods not to exceed five years. Provided however, that the expiration of the designation does not affect existing agreements made under this Section.
- d. **Enterprise Zone.** Designation of an area as an enterprise zone under Chapter 2303 of the Government Code constitutes a designation of the area as a reinvestment zone under these Guidelines and Criteria without further hearing or other procedural requirements other than those provided by Chapter 2303 of the Government Code.
- e. **Location.** Property may be located both in a reinvestment zone designated by the County under this section and in a reinvestment zone designated by a municipality.
- f. **Prohibition.** The County shall not establish a reinvestment zone for the purpose of tax abatement if it finds that the request for the abatement was filed after the commencement of construction, alteration, or installation of improvements related to a proposed modernization, expansion, or new facility.

11. Proportion of tax to be abated.

- a. The total proportion of value to be abated shall be provided on the following schedule based on percent of Galveston County hires:

Percent of Galveston County Hires	Maximum percent of value that may be abated
0 - 05%	20%
06 - 15%	30%
16 - 25%	40%
26 - 35%	50%

36 - 45%	60%
46-55%	70%
56-66%	80%
66-75%	90%
76+%	100%

b. Notwithstanding the foregoing, in the event the Applicant plans the removal in whole or in part of existing improvements in connection with the construction of new eligible properties, tax abatement shall be reduced from the percentage level provided for herein. The percentage to be abated shall be calculated as follows:

- 1.) Ascertain the appraised value of the improvements to be removed as of January 1 immediately preceding the date of the application;
- 2.) Subtract the above appraised value from the amount of the eligible properties to be constructed; and then
- 3.) Divide the remainder by the said amount of eligible properties to be constructed to find the percentage of abatement of the value of such eligible properties and multiply that result by the total of allowed percentage abatement.

12. Taxability. Subsequent to full execution of the Agreement and for the duration of the abatement period specified within the Agreement, taxes shall be payable as follows:

- a. The value of ineligible property shall be fully taxable;
- b. The base year value of existing eligible property as determined each year shall be fully taxable;
- c. The additional value of new eligible property shall be taxable in the manner described in Subsection (11) above; and
- d. If the base year value decreases during the term of a tax abatement or if an additional exemption is granted by the State or Federal government, then the maximum amount of abatable value to be used in abatement calculation (the Cap) will be reduced each year at the same rate.

13. Galveston County Employment. Applicant and Applicant’s contractors may employ in the construction phase and afterwards in facility operations, supervisory and administrative personnel as deemed most suitable, wherever located. Preferential treatment shall be given

to hiring operations and construction workers residing in Galveston County, not only in the construction phase of the facility, but also during operations thereafter.

14. Galveston County Vendors. The Applicant and Applicant's contractors shall make every effort to utilize the services of Galveston County vendors where applicable during construction and operations.

15. Application for Abatement.

a. **Written application.** Any current or potential owner or lessee of taxable property in the County may request tax abatement by filing a written application with the County, through its Community Services Department (CSD), prior to any public expression of a siting decision. The Commissioners Court has developed an application for this purpose and a completed application must be submitted (along with required supporting documentation and fee payment). A copy of the application is attached to these Guidelines and Criteria. The physical location and mailing instructions for the submission of application, are as follows:

Attn: Director,
Galveston County Community Services Department
722 Moody, 5th Floor
Galveston, Texas 77550

b. **Contents.** The application shall be signed by the owner or lessee, as applicable, and accompanied by:

- 1.) A general description of the proposed use and the general nature and extent of the modernization, expansion, or new improvements to be undertaken;
- 2.) An application fee of \$1,000, payable to Galveston County (fee is non-refundable);
- 3.) A descriptive list of the improvements which will be a part of the facility;
- 4.) An estimate of the cost of the improvements;
- 5.) An estimate of the number of employees during construction and thereafter to operate the facility;
- 6.) A map and metes and bounds of the property;

- 7.) A legal description of the property;
- 8.) A time schedule for undertaking and completing the proposed improvements;
- 9.) A proposed program for the recruitment of local employees in the construction and operation of the facility together with a statement affirming the Applicant's commitment to equal employment opportunity and hiring, at all levels, including a plan to implement and ensure such equal employment opportunity;
- 10.) A certification prepared by the County Tax Assessor-Collector stating that all of Applicant's tax accounts within the County are paid on a current basis;
- 11.) Financial and other information the County deems necessary for evaluating the financial capacity of the Applicant;
- 12.) Information pertaining to the reasons that the requested tax abatement is necessary to ensure the proposed project is built in the County (i.e., documentation supporting assertion that "*but for*" a tax abatement, the stated project could not be constructed in the County);
- 13.) For a leased facility, the Applicant shall provide with the application the name and address of the lessor and a draft copy of the proposed lease or option to contract. In the event a lease or option contract has already been executed with the owner of the site, the document must include a provision whereby the abatement applicant may terminate such contract without penalty or loss of earnest money in the event the County does not grant a tax abatement;
- 14.) A narrative addressing the points raised in the description of narrative accompanying the Application for Tax Abatement form;
- 15.) Applicant shall include its history of environmental compliance;
- 16.) Confirmation on whether the property is located within a reinvestment zone established under the Tax Increment Financing Act (TIFA), and if so, then Applicant shall also provide a list of the members of the board of directors for the TIFA reinvestment zone, detailing their positions on the board, and, at minimum, contact information for the chair of the board and the secretary of the board; and
- 17.) For abatement of property located within a municipality, Applicant shall provide a true and complete copy of the respective city ordinance or ordinances designating the reinvestment zone, including any amendments to the city ordinance or ordinances

- designating the reinvestment zone. For abatement of property located within a municipality and located within an enterprise zone, the Applicant shall provide a true and complete copy of the ordinance or ordinances designating the enterprise zone, including any amendments to the respective designation ordinance or ordinances, or when applicable, documentation from the Governor's Office showing the enterprise zone is active. Such ordinances or ordinances or documentation shall show that the reinvestment zone or enterprise zone remain active at the time of the submission of Applicant's application. Applicant further acknowledges and agrees that the respective zone must also still be active at the time of full execution of the Agreement on the date of the last Party executing thereto.
- c. **Modernization.** In the case of modernization, Applicant shall include a statement of the assessed value of the facility separately stated for real and personal property for the tax year immediately preceding the application.
 - d. **Job Retention.** In the case of an application based on job retention, Applicant shall include a statement and sufficient information to verify the potential of job loss that would occur without the abatement.
 - e. **Review by CSD.** Upon receipt of a complete application, the Director of the CSD shall make an initial determination of whether the project qualifies for tax abatement under these Guidelines and Criteria, and issue his or her recommendation as to whether the proposed project qualifies under these Guidelines and Criteria to the Commissioners Court, including requesting authorization from the Commissioners Court regarding scheduling the public hearing, creating the reinvestment zone, and negotiating the tax abatement agreement. If an Agreement is subsequently approved by the Commissioners Court, then the Director of the CSD shall provide a fully executed copy of the Agreement to the Galveston County Auditor and to the Galveston County Tax Assessor-Collector.
 - f. **Prohibition.** The County shall not establish a reinvestment zone or enter into a tax abatement agreement if the County finds that an application was received after a project commenced construction or installation of improvements.
 - g. **Increase in value.** If the County intends to act favorably on the application and enter into an agreement with the Applicant, the County shall do so in writing with the owner of the taxable real property located in an area designated as a reinvestment zone to exempt from taxation all or a portion of the increase in the value of the property over its value in the year in which the agreement is executed, subject to the provisions of these Guidelines and Criteria. Property eligible for abatement includes only new improvements commencing after approval of a tax abatement agreement with the County. The County

may not enter into a tax abatement agreement unless it finds that the terms of the agreement and the property subject to the agreement meet the requirements of these Guidelines and Criteria.

16. Agreement.

- a. **Prior written notice of tax abatement agreement to other taxing units.** Not later than the seventh (7th) day before the date on which the County enters into an Agreement, the Director of the CSD serving as the County's designee shall deliver to the presiding officer of the governing body of each other taxing unit in which the property to be subject to the agreement is located a written notice stating that the County intends to enter into the agreement. The notice must include a copy of the proposed agreement. The notice is presumed delivered when placed in the mail postage paid and properly addressed to the presiding officer. A notice properly addressed and sent by registered or certified mail for which a return receipt is received by the County is considered to have been delivered to the addressee.
- b. **Approval by Commissioners Court/Resolution required.** To be effective, an agreement must be approved by the affirmative vote of a majority of the members of the Commissioners Court at a regularly scheduled meeting of the Commissioners Court. After the public hearing, the Commissioners Court shall adopt a resolution finding that the proposed agreement filed with the resolution, a copy of which must be attached thereto, meets the applicable provisions of these Guidelines and Criteria. The resolution shall also authorize the execution of the agreement with the owner of the facility or, if applicable, the lessee.
- c. **Specific terms of tax abatement agreement – statutory mandatory requirements.** The execution, duration, and other terms of the Agreement are governed by the provisions of Sections 312.204, 312.2041, 312.205, and 312.211 of the Tax Code applicable to a municipality. Accordingly, the Agreement shall:
 - 1.) List the kind, number, and location of all proposed improvements of the property;
 - 2.) Provide access to and authorize inspection of the property by County employees to ensure that the improvements or repairs are made according to the specifications and conditions of the agreement;
 - 3.) Limit the uses of the property consistent with the general purpose of encouraging development or redevelopment of the zone during the period that property tax exemptions are in effect;

- 4.) Provide for recapturing property tax revenue lost as a result of the Agreement if the owner of the property fails to make the improvements or repairs as provided by the Agreement;
 - 5.) Contain each term agreed to by the owner of the property;
 - 6.) Require the owner of the property to certify annually to the governing body of each taxing unit that the owner is in compliance with each applicable term of the Agreement; and
 - 7.) Provide that the Commissioners Court may cancel or modify the Agreement if the property owner fails to comply with the Agreement.
- d. **Specific terms of tax abatement agreements – additional mandatory requirements.**
The Agreement shall also:
- 1.) Include a map showing existing uses and conditions of real property in the reinvestment zone;
 - 2.) Include a map showing proposed improvements and uses in the reinvestment zone;
 - 3.) List the commencement date and termination date of abatement;
 - 4.) Include a provision that the Agreement shall be effective when executed by all parties and, if the reinvestment zone is being designated by a municipality, upon the final passage of an ordinance designating the reinvestment zone;
 - 5.) Include provisions that the owner or lessee will: obtain and maintain all required permits and other authorizations from the Federal and State agencies with authority regarding the property, including without limitation and if applicable, the United States Environmental Protection Agency and the Texas Commission on Environmental Quality (TCEQ) for the construction and operation of its facility and for the storage, transport, and disposal of solid waste; and seek a permit from the TCEQ for all grandfathered units on the site of the abated facility by filing with the TCEQ, within three years of receiving the abatement, a technically complete application for such a permit;
 - 6.) List the proposed use of the facility, the nature of construction, time schedule, property description, and improvement list;
 - 7.) Include a requirement that the Applicant annually file a report with the County describing the Applicant's efforts towards local hires and using local vendors and subsequent to completion, progress on construction. This annual report to the County shall also include a January employee count for the abated facility that corresponds to

employee counts reported in the facility Employer's Quarterly Report to the Texas Workforce Commission for the quarter most recently ended at calendar year-end; and

8.) List whether the property subject to abatement is located within a reinvestment zone established under the Tax Increment Financing Act, and if no, then the Owner shall be required to represent and warrant that the property is not located within a reinvestment zone established under the Tax Increment Financing Act.

e. **Mandatory terms in these Guidelines are not limitations on requiring additional terms for tax abatement.** The Commissioners' Court retains the right to require additional terms and conditions for abatement and the listing of mandatory provisions specified in this Section 12 is not a limitation on the terms and conditions that may be required by the Commissioners' Court.

17. Recapture.

a. **Discontinuation/Significant Reduction of production.** In the event the facility is completed and begins producing product or service, but subsequently discontinues or significantly reduces producing product or service for any reason for a period of 180 days while the Agreement is active, or one year in the event of a declared disaster under the Texas Disaster Act of 1975 in which the disaster is the cause for the discontinuation, then the Agreement shall terminate and so shall the abatement of the taxes for the calendar year during which the facility no longer produces or significantly reduces production. The taxes otherwise abated for that calendar year shall be paid to the County within sixty (60) calendar days from the date of termination. Any reduction of 50% or more from the estimated production/service in the application shall constitute a significant reduction in the production of product or service. The company or individual shall notify the County in writing at the address stated within the Agreement within ten (10) business days from any discontinuation or significant reduction, stating the reason for the discontinuation or significant reduction and the projected length of the discontinuation or significant reduction. If the County determines that this requirement for notification has not been complied with, the Agreement may be terminated immediately and all taxes previously abated by virtue of the Agreement shall be recaptured and must be paid within sixty (60) calendar days.

b. **Default under terms and conditions of Agreement.** Should the County determine that the company or individual is in default according to the terms and conditions of its Agreement, the County shall notify the company or individual in writing at the address stated within the Agreement or at such other address that the individual or company has subsequently provided to the County for notice, and if the default is not cured within sixty (60) calendar days from the date of such notice (Cure Period), the Agreement may be terminated immediately and all taxes previously abated by the Agreement shall be

recaptured and must be paid within sixty (60) calendar days. If the County does not receive full payment within said sixty (60) days, a penalty equal to fifteen percent (15%) of the total amount abated may be added.

- c. **Delinquent ad valorem taxes cause for termination.** If the company or individual allows any ad valorem taxes owed to the County or other taxing unit within the County to become delinquent and fails to timely and properly follow the legal procedures for protest and/or contest, then the Agreement may be terminated and all taxes previously abated by the Agreement shall be recaptured and must be paid within sixty (60) calendar days of the termination. If the County does not receive full payment within said sixty (60) days, a penalty equal to fifteen percent (15%) of the total amount abated may be added

18. Administration.

- a. **Appraisal by GCAD.** The Galveston Central Appraisal District (GCAD) annually determines the assessment of the real and personal property comprising the reinvestment zone. Accordingly, each year the company or individual receiving abatement shall furnish the Chief Appraiser of the GCAD with such information as may be necessary for the abatement. After the value has been established by the GCAD, the GCAD shall notify the affecting taxing jurisdictions of the certified appraised value of the property.
- b. **Completion of construction.** Upon completion of construction, the CSD shall annually evaluate each facility receiving abatement to ensure compliance with its Agreement and report violations to the Commissioners Court.

- 19. Assignment.** An Agreement may be assigned to a new owner or lessee of a facility only with the prior written consent of the Commissioners' Court. Assignment is subject to the financial capacity of the proposed assignee and other factors at the discretion of the Commissioners' Court. No assignment shall be approved if the assignor or the assignee is indebted to the County or to other affected taxing jurisdictions for past due ad valorem taxes or other obligations. Any assignment shall provide that the assignee shall irrevocably and unconditionally assume all the duties and obligations of the assignor upon the same terms and conditions set forth in the Agreement. Any assignment shall be to an owner that continues the same improvements or repairs to the property (except to the extent that such improvements or repairs have been completed, in which event the assignor and assignee shall each certify as to such completion) and continues the same use of the facility as stated in the Agreement with the Applicant (now proposed assignor). Approval of assignment shall not be unreasonably withheld.

20. Confidentiality of Proprietary Information/Public Information Act. Applicant acknowledges that the County is a governmental body subject to the Public Information Act and thus is required to release information in accordance with the Public Information Act. Applicant may be required to provide information in connection with its application or ongoing monitoring requirements that describes the specific processes or business activities to be conducted or the equipment or other property to be located on the property for which abatement is being sought. Section 312.003 of the Tax Code provides for the confidentiality of such information provided to a taxing unit in connection with an application or request for tax abatement until the tax abatement agreement is executed. Applicant acknowledges that Section 312.003 affords confidentiality for such information only until the tax abatement agreement is executed. Applicant further agrees to and shall clearly and conspicuously mark any information that it considers to be proprietary, trade secret, or otherwise confidential in its application or other information furnished to the County to facilitate the procedures for notice to third party under the Public Information Act, which are contained at Section 552.305 of the Government Code.

21. Immigration Compliance/Use of E-Verify required.

- a. **Compliance with U.S. Immigration Reform and Control Act of 1986.** To the best of Applicant's knowledge, having undertaken reasonable diligence, none of the Applicant's personnel is an unauthorized alien and Applicant at all times shall comply with the U.S. Immigration Reform and Control Act of 1986, as amended. Applicant further agrees that it shall not subcontract services to any subcontractor who utilizes persons not eligible for employment within the United States.
- b. **Use of E-Verify required.** The United States Department of Homeland Security's Employment Eligibility Program is known as E-Verify. The E-Verify Program is used to electronically confirm an employee's eligibility to work in the United States; however it is not a substitute for complying with I-9 requirements. To be eligible for abatement, an Applicant shall comply with I-9 requirements and shall utilize E-Verify to confirm the eligibility of its employees to work in the United States.

22. Abatement on properties within a TIFA reinvestment zone. In the event of real property located within a reinvestment zone established under the Tax Increment Financing Act (TIFA) (codified at Chapter 311 of the Tax Code), the County may enter into an Agreement with an owner of real property in the TIFA reinvestment zone regardless of whether the County deposits or agrees to deposit tax increment into the tax increment fund. However, to be effective, the agreement to abate taxes on real property in a TIFA reinvestment zone must also be approved by the board of directors of the respective TIFA reinvestment zone and the governing body of each taxing unit that imposes taxes on real property in the TIFA

reinvestment zone and deposits or agrees to deposit any of its tax increment into the tax increment fund for the TIFA reinvestment zone. If the County participates in the TIFA reinvestment zone and enters into an abatement agreement with an owner of real property in the TIFA reinvestment zone, then the taxes that are abated under the abatement agreement are not considered taxes to be imposed or produced by the County in calculating the amount of the tax increment of the County of the County's deposit to the tax increment fund for the TIFA reinvestment zone.

23. Severability. If any provision of these Guidelines and Criteria is held invalid by a court of competent jurisdiction, the invalidity shall not affect the other provisions of these Guidelines and Criteria as Amended that can be given effect without the invalid provision, and to this end the provisions of these Guidelines and Criteria are severable. Additionally, for purposes of clarification, Section 312.209 of the Tax Code, titled "Application of Nonseverability Provision," pertains to the regulation and removal of outdoor signs and compensation thereof by municipalities, and the provisions amending the Property Redevelopment and Tax Abatement Act in Chapter 221, Acts of the 69th Legislature, Regular Session (1985) and currently codified within Chapter 216 of the Local Government Code, pertain to signage and the method of compensation when a sign is required to be relocated, reconstructed, or removed and do not prohibit or even pertain to the allowability of severability in construing these Guidelines and Criteria.



Application for Tax Abatement by Galveston County, Texas 2013-2015 Guidelines

This application, required supporting documentation, and a \$1,000 application fee made payable to Galveston County (non-refundable) must be submitted to the Galveston County Community Services Department to be eligible for consideration for tax abatement by the Commissioners' Court of Galveston County. The mailing address and location for Galveston County Community Services Department is 722 Moody, 5th Floor, Galveston, Texas 77550. ***This application will become part of the tax abatement agreement and any knowing false representations will be grounds for terminating the application and/or voiding the tax abatement agreement.*** Galveston County will forward copies of this application to other taxing jurisdictions if required by the Property Redevelopment and Tax Abatement Act.

Part I. Applicant Information

Application Date / /

Company name* (complete corporate name must be listed): _____

Company address: _____

Local address (if different than above): _____

Local Phone Number: _____ E-Mail: _____

Local Fax Number: _____ Annual Sales: _____

State of Incorporation: _____ Years in Galveston County: _____

Total number of employees worldwide: _____

Total number of employees in Texas: _____

Total number of employees in Galveston County: _____

Name and Address of Registered Agent: _____

*Attach a description of Applicant Company, including brief history, corporate structure, financial statement and annual report, and legal documents showing incorporation information and authority to conduct business in the State of Texas. If Applicant conducts business under an assumed name, then Application must include legal documents showing authority to conduct business under assumed name.

Part II. Project Information

Project site location address: _____

Legal description*: _____

Taxing units at project site

School District: _____ College District: _____

Municipality: _____

Tax Account Number(s): _____

*Attach plat survey, with a metes and bounds description, for project site.

Project description** (check applicable): New Construction Expansion

**Attach statement fully explaining project and describing existing site and all proposed improvements, and provide complete detailed (line item) Investment Schedule/Budget detailing improvements for which abatement is requested.

Type of Facility*:

- Convergent Technologies Manufacturing
- Regional Distribution Center Regional Entertainment
- Regional Office Regional Service
- Research Research & Development
- Other Basic Industry

Describe product or service to be provided and to what purpose: _____

*For regional facilities, provide market studies, business plans, or other materials demonstrating that the facility is intended to serve a primary market that lies at least one hundred (100) miles outside of Galveston County.

Variance

Is Applicant seeking a variance from the Galveston County Tax Abatement Guidelines and Criteria as Amended?

Yes No

If yes, attach a letter requesting and justifying the variance and include documentation to support the requested variance.

Part III. Economic Information

Construction Estimate:

Start Date _____ Contract Amount \$ _____

Completion Date _____ Peak Construction Jobs _____

Construction Man-Years _____

If Modernization:

Estimated current economic life of structure _____ years

Added economic life of structure _____ years

Permanent Job Creation/Retention of existing permanent jobs in Galveston County:

Current employment _____

Jobs to be retained _____

Jobs to be created _____

Estimated Appraised Value On Site	Land	Improvements	Total
Value on January 1 preceding abatement (per GCAD records and account number)			
Estimated value of new abatable investment: Building			
Estimated value of new abatable investment: Fixed and in place machinery and equipment			
Estimated value not subject to abatement (e.g., inventory)			
Estimated value of property subject to ad valorem tax at end of abatement			

Part IV. Copies of ordinances required

Applicant represents and warrants that the property for which abatement is sought is located within a reinvestment zone for purposes of Chapter 312 of the Texas Tax Code. Applicant must include a copy of the municipal order or ordinance designating the reinvestment zone, as well as any order or ordinance subsequently amending the designation, with their Application submission. If the property for which abatement is sought is located in an enterprise zone that qualifies as a reinvestment zone for

purposes of Chapter 312 of the Texas Tax Code, then Applicant must include documentation from the Governor's Office showing affirmatively that the property is located within a current enterprise zone.

Part V. Designated Contact; Individual Tendering Application

Company Representative Authorized for Contact:	Applicant's Authorized Company Official:
Name: _____	Name: _____
Title: _____	Title: _____
Telephone: _____	Telephone: _____
E-mail: _____	E-mail: _____

Signature of Applicant's Authorized Company Official tendering this Application for Tax

Abatement: _____ (Application **must** be signed)

Date Signature signed above: _____

Description of Narrative

(Narrative information must be included with Application)

Introduction to the Company. Applicant shall describe the company's business activities, locations, primary markets, history (when and where incorporated), headquarters location, parent or subsidiary company information to include a complete diagram showing names, ownership percentages, and which companies will be active and in what capacity on the project. Applicant shall also include the names of chief officers, and provide a copy of the annual report or financial statements.

Reasons for seeking abatement. Applicant shall state its reasons for seeking tax abatement and should include any special considerations. Applicant should state how the project will benefit the community where it will be located. If the Applicant is requesting any variances, it shall provide justification for the variance requested.

Describe the project. Applicant should provide facts about the proposed site (acreage, cost, location, ownership), and describe the type and value of proposed improvements. Applicant shall include a construction budget in line item format, and list fixed in place equipment to be included in the project. Applicant shall include a project timeline (running from start date through end date). Applicant shall provide environmental impact information and note any anticipated impacts of the project on the environment, including but not limited to, water quality, storm water and runoff, floodplain and wetlands, solid waste disposal, noise levels, and air quality. Applicant shall include its history of environmental compliance.

Jobs. Applicant must provide information on its current level of employment including current payroll and the breakdown of current employment by zip code. Applicant must provide a copy of the company's most recent filing with the Texas Workforce Commission or other supporting documentation that can be used to determine actual employment at time of application. Applicant must provide information on the projected job creation associated with the project, including: new employee needs (for example, skilled versus non-skilled, level of education, experience, etc.); its proposed pay scale; any training that the company will provide to its new employees; upward mobility opportunities, career tracks, etc., available to less educated and experienced workers; if this is a consolidation, then information on the number of new hires versus the number of transfers; and information on construction jobs to be created by the project.

Competition with local business. Applicant shall list any competition or similar businesses in the area and describe how abatement will impact competition with other similar businesses in the area.

Alternative site considerations. If applicable, Applicant shall provide information on alternative site considerations and/or incentives being offered to the company. Applicant shall state who the company has visited with outside of Galveston County concerning tax abatement in another county, state, or country, and provide copies of any letters of intent from the entities offering abatement/incentive(s).

Lease Agreement. If Applicant will be leasing property, it must attach a copy of the lease. If the company owns or is purchasing land, Applicant must attach a copy of deed or executed contract-option to purchase and there must be an "out clause" listed in the special provisions stating that if tax abatement is not granted, then Applicant will not be held to the terms of the contract with the lessor/owner.

Documentation showing property is located within a reinvestment zone. Applicant must submit a copy of the requirement documentation showing that the property is located within a current reinvestment zone for purposes of Chapter 312 of the Texas Tax Code.

Completeness of Submission. Applicant's application for tax abatement shall not be considered complete until all required information and payment has been provided to Galveston County. For questions, Applicant should contact the Director of the Galveston County Community Services Department, at 722 Moody, 5th Floor, Galveston, Texas 77550, phone number (409) 770-5545.

AGENDA ITEM #22.b.

State of Texas

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County of Galveston

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**RESOLUTION ADOPTING ELIGIBILITY STANDARDS,
APPLICATION, DOCUMENTATION, AND VERIFICATION PROCEDURES,
OPTIONAL HEALTH CARE SERVICES, AND
AUTHORIZING PUBLICATION OF PUBLIC NOTICE**

On this, the 20th day of August, 2013, the Commissioners Court of Galveston County, Texas, convened in a **Regularly Scheduled Meeting** with the following members present:

Mark Henry, County Judge;
Ryan L. Dennard, Commissioner, Precinct No. 1;
Kevin O'Brien, Commissioner, Precinct No. 2;
Stephen D. Holmes, Commissioner, Precinct No. 3;
Kenneth Clark, Commissioner, Precinct No. 4; and
Dwight Sullivan, County Clerk

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

Whereas, the Indigent Health Care and Treatment Act is codified at Chapter 61 of the Texas Health and Safety Code;

Whereas, in accordance with Section 61.023 of the Texas Health and Safety Code, not later than the beginning of the State of Texas fiscal year, Galveston County must adopt the eligibility standards it will use during the State fiscal year and shall make a reasonable effort to notify the public of the standards;

Whereas, in accordance with Section 61.023 of the Texas Health and Safety Code, Galveston County may change the eligibility standards to make them more or less restrictive than the preceding standards, but may not make the standards more restrictive than the standards adopted by the Texas Department of Health pursuant to its authority under Section 61.006 of the Texas Health and Safety Code;

Whereas, in accordance with Section 61.024 of the Texas Health and Safety Code, not later than the beginning of the State of Texas fiscal year, Galveston County shall specify the procedure it will use during the State of Texas fiscal year to verify eligibility and the documentation required to support a request for assistance and shall make a reasonable effort to notify the public of the application procedure;

Whereas, House Bill 2292, 78th Legislature, R.S. (2003), inter alia, abolished the Texas Department of Health and the duties, functions, programs, and powers regarding county indigent health care were transferred to the Texas Department of State Health Services and the subsequent Rules Transfer was effective September 1, 2004 and the Texas Department of State Health Services (TDSHS) is the State agency with authority over county indigent health care services;

Whereas, in accordance with Section 61.006 of the Texas Health and Safety Code, current minimum TDSHS standards allow a net income eligibility level equal to 21% of the federal

poverty level as such level is based on the federal Office of Management and Budget poverty index;

Whereas, current minimum TDSHS standards provide that expenses allowable for State participation, following the eight percent trigger, are a net income eligibility level equal to 21% of the federal poverty level;

Whereas, the State of Texas 2013-2014 fiscal year runs from September 1, 2013 through August 31, 2014;

Whereas, Galveston County's 2013-2014 fiscal year runs from October 1, 2013 through September 30, 2014 and thus the County's adoption herein overlaps between two different Galveston County fiscal years; and

Whereas, the Director of Community Services has prepared a Public Notice, which is attached hereto as Exhibit 1 and has completed the TDSHS Form 120, the reporting form that must be used to report the optional health care services to the TDSHS, and which TDSHS Form 120 is attached hereto as Exhibit 2.

Now, Therefore, be it RESOLVED, by the Commissioners Court of Galveston County, Texas, that:

- 1) Continuing September 1, 2013 and for the remainder of Galveston County fiscal year 2012-2013 and Galveston County fiscal year 2013-2014, except only through August 31, 2014, unless changed by subsequent Resolution of the Commissioners Court, the County of Galveston's eligibility standards for receiving secondary and tertiary medical care benefits under its' Indigent Health Care Program shall be at 35% of the federal poverty level and the County of Galveston shall follow the minimum State of Texas standards adopted by the TDSHS pursuant to Section 61.006 of the Texas Health and Safety Code;
- 2) Continuing September 1, 2013 and for the remainder of Galveston County's fiscal year 2012-2013 and Galveston County fiscal year 2013-2014, except only through August 31, 2014, the County of Galveston's eligibility standards for receiving primary medical care benefits under its Indigent Health Care Program located at the Galveston County Health District will remain at 35% of the federal poverty level and follow the minimum State standards adopted by TDSHS under Section 61.006 of the Texas Health and Safety Code;
- 3) These eligibility standards will remain at this level until such time as the Commissioners Court provides additional funding to increase this level or is advised that sufficient funds remain unspent to enable an increase;
- 4) Also continuing September 1, 2013 and for the remainder of Galveston County's fiscal year 2012-2013 and Galveston County fiscal year 2013-2014, except only through August 31, 2014, in accordance with Section 61.0285 of the Texas Health and Safety Code, the following optional health care services will be provided:
 - Diabetic supplies with physicians written order and pre-authorization;

- Durable medical equipment limited to home oxygen equipment with written prescription and pre-authorization;
 - Home and community health care with physicians written order and pre-authorization;
 - Dental care;
 - Services provided by the Coastal Health and Wellness Center, which is a federally qualified health center, as defined by 42 U.S.C.A. § 1396d(l)(2)(B); and
 - Transportation as needed for out-of-county medically scheduled referrals on scheduled transportation services or utilizing Connect Transportation services;
- 5) Continuing September 1, 2013 and for the remainder of Galveston County's fiscal year 2012-2013 and Galveston County fiscal year 2013-2014, except only through August 31, 2014, the procedures to be used to verify eligibility and the documentation required to support a request for assistance shall be the application, documentation, and verification procedures adopted by the TDSHS under Sections 61.006, 61.007, and 61.008 of the Texas Health and Safety Code;
- 6) The Public Notice that is attached as Exhibit 1 is hereby **APPROVED** and the Director of Community Services or her designee is authorized to publish the Public Notice in the Galveston County Daily News newspaper;
- 7) The completed TDSHS Form 120 that is attached as Exhibit 2 is hereby **APPROVED** and the County Judge of Galveston County, Texas is authorized to sign the TDSHS Form 120 and the Director of Community Services or her designee is Ordered to, forthwith thereafter, submit said TDSHS Form 120 to the TDSHS; and
- 8) The County Judge of Galveston County, Texas, is hereby **AUTHORIZED** to **EXECUTE** this Resolution on behalf of the Commissioners Court of Galveston County, Texas.

Upon Motion Duly Made and Seconded, the above Resolution is hereby **ADOPTED**, on this, the 20th day of August, 2013.

County of Galveston, Texas, By:

Mark Henry, County Judge

ATTEST:

Dwight D. Sullivan, County Clerk

Public Notice

Galveston County Indigent Health Care Program

Coastal Health and Wellness Center
9850- C-Emmett F.Lowry Expwy
Texas City, Texas 77591
409-938-2234 Or 281-309-0255

Coastal Health and Wellness Center
4700 Broadway, Suite –F #100
Galveston, Texas 77550
409.763.7200

8:00 am -5:00pm Monday-Friday- Clinic Hours

10:00am-5:00pm Saturday- (Walk-INS only)

Eligibility, application, documentation, and verification procedures in accordance with Texas Department of State Health Services standards and published in the County Indigent Health Care Program Handbook published by the Texas Department of State Health Services

Eligibility Requirements:

35% Federal Poverty Level - County Resident – Income – Resources - Household Composition

Services:

- Physician's Service- Primary Care Providers (CH&WC)
- Inpatient/Outpatient Hospital Care
- Prescriptions at Walgreens with co-payment
- Family Planning Services
- Laboratory
- X-rays Services
- Immunizations

All Services Must Be Medically Necessary

Information Needed to Apply:

- Social security numbers for all members of the household
- Proof of identification
- Proof of ALL household income- (w-9, check stubs, unemployment vouchers, unearned income)
- Proof of residency
- Proof of resources (checking/saving account statements)

All Changes must be reported within 14 days

You have the right to:

- Obtain an application - Have assistance in preparing forms
- Eligibility determined within 14-days after completion of application
- Written notification of determination
- Appeal a denial of acceptance
- Submit an application anytime
- Equal treatment regardless of race, color, religion, creed, national origin, age, sex, disability, or political belief
- These rules are subject to change with revision of the County Indigent Health Care Program Handbook published by the Texas Department of State Health Services

YOU MAY NOT BE ELIGIBLE IF YOU TRANSFER OWNERSHIP OF PROPERTY TO MAKE YOURSELF ELIGIBLE FOR ASSISTANCE.



Definitions of CIHCP Optional Health Care Services

- 1. Advanced Practice Nurse (APN)** services must be medically necessary and provided within the scope of practice of an APN and covered by the Texas Medicaid Program when provided by a licensed physician.
- 2. Ambulatory Surgical Center (ASC)** services must be provided in a freestanding ASC, and are limited to items and services furnished in reference to an ambulatory surgical procedure, including those services on the Center for Medicare and Medicaid Services (CMS)-approved list and selected Medicaid-only procedures.
- 3. Colostomy medical supplies and/or equipment** must be medically necessary and prescribed by a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Items covered are colostomy bags/pouches, cleansing irrigation kits, paste or powder, and skin barriers with flange/wafers. The county may require the supplier to receive prior authorization.
- 4. Counseling (psychotherapy)** services must be medically necessary based on a referral from a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Psychotherapy services must be provided by a Licensed Clinical Social Worker (LCSW), Licensed Marriage Family Therapist (LMFT), Licensed Professional Counselor (LPC), or a Ph.D. Psychologist.
- 5. Dental care** must be medically necessary and provided by a DDS, DMD, or DDM. Items covered are: an annual routine exam, annual routine cleaning, one set of annual x-rays, and the least costly service for emergency dental conditions for the removal or filling of a tooth due to abscess, infection, or extreme pain. The county may require prior authorization.
- 6. Diabetic supplies and/or equipment** must be medically necessary and prescribed by a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Items covered are: test strips, alcohol prep pads, lancets, glucometers, insulin syringes, humulin pens, and the needles required for the humulin pens. The county may require the supplier to receive prior authorization.
- 7. Durable medical equipment (DME)** must be medically necessary; meet the Medicare/Medicaid requirements; and be provided under a written, signed and dated prescription from a physician or an APN if this is within the scope of their practice in accordance with the standards established by the Board of Nurse Examiners and published in 22 TAC §221.13. Items may be purchased or rented, whichever is least costly. Items covered are: blood pressure measuring appliances that are reasonable and appropriate, canes, crutches, home oxygen equipment (including masks, oxygen hose, and nebulizers), hospital beds, walkers, and standard wheelchairs. The county may require the supplier to receive prior authorization.
- 8. Emergency medical service** covers ground transportation only for medically necessary, life-threatening conditions.
- 9. Federally Qualified Health Center (FQHC)** services must be provided in an approved FQHC by a physician, physician's assistant, nurse practitioner, clinical psychologist, or clinical social worker.
- 10. Occupational therapy** services must be medically necessary and may be covered if provided in a physician's office, a therapist's office, in an outpatient rehabilitation or free-standing rehabilitation facility, or in a licensed hospital. Services must be within the provider's scope of practice, as defined by Occupations Code, Chapter 454.
- 11. Physical therapy** services must be medically necessary and may be covered if provided in a physician's office, a therapist's office, in an outpatient rehabilitation or free-standing rehabilitation facility, or in a licensed hospital. Services must be within the provider's scope of practice, as defined by Occupations Code, Chapter 453.
- 12. Home and community health care** must be medically necessary, meet the Medicare/Medicaid requirements; and be provided by a certified home health agency. A plan of care must be recommended, signed, and dated by the recipient's attending physician prior to care being given. Items covered are R.N. visits for skilled nursing observation, assessment, evaluation, and treatment provided by a physician who specifically requests the R.N. visit for this purpose. A home health aide to assist with administering medication is also covered. Visits made for performing housekeeping services are not covered. A county may require prior authorization.
- 13. Physician Assistant (PA)** services must be medically necessary and provided by a PA under the direction of an M.D. or a D.O. and must be billed by and paid to the supervising physician.
- 14. Vision care** covers one exam by refraction and one pair of prescribed glasses every 24 months that meet Medicaid criteria.
- 15. Other** medically necessary services or supplies that the local governmental municipality/entity determines to be cost effective.

EXHIBIT 2



Form 120, Optional Health Care Services Notification, Page 3 of 3

Instructions for Form 120

Mark an "X" in the appropriate column to indicate each optional health care service the county chooses to provide or chooses to discontinue providing. Sign and date the bottom of the form, and submit the Form 120 electronically to the TDSHS Primary Care Group by emailing it to: CIHCP@dshs.state.tx.us.

If you are unable to submit the form electronically, you may fax it to the TDSHS at 512/776-7713.

It is not necessary to submit the Form 120 by mail once it has been faxed and received by TDSHS Primary Care Group.

Maintain the records at least until the end of the third complete state fiscal year.

AGENDA ITEM #23.a.

County Architect



MEMO

Date Tuesday, August 06, 2013

Addressed to:

Galveston County Commissioners Court

Agenda Item:

The Grants Manager seeks permission to withdraw various FEMA PWs in an effort to close out Hurricane Ike and FEMA projects.

Items:

1. **Galveston County Museum, 2219 Market**
 - a. This property reverted to the Mary Moody Northen Foundation in a settlement with the County last year. Galveston County will not provide storm damage repair to the building. The PW did not provide "significant " funding because of the penalty associated with not having flood insurance on the building. Flood insurance was not available for buildings with basements in Galveston.
 - b. If approved staff will request FEMA withdraw PW 11262.
2. **4 stop elevator in North Jail**
 - a. This elevator is redundant in the new Record Storage facility and does not service all 5 floors. A request to use these funds as an "Alternate" project might limit County's reimbursement for other FEMA PW repairs in the facility.
 - b. If approved staff will request FEMA withdraw PW 14641

Dudley Anderson, County Architect

AGENDA ITEM #24.a.

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 WILLIAM E. BARRETT and JIM J. BARRETT, and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lot 357, BLUE WATER ADDITION, NO. 2, in Galveston County, Texas, recorded in Volume 254-A, Page 75 and transferred to Plat Record 3, Map No. 31, both 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, Petitioners 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 Lot 357, BLUE WATER ADDITION, NO. 2 attached hereto as EXHIBIT "A".

TRACT 357-A: West ½ Lot 357, BLUEWATER ADDITION, NO. 2
TRACT 357-B: East ½ Lot 357, BLUEWATER ADDITION, NO. 2

1. Only Lot 357, BLUE WATER ADDITION, NO. 2 is to be involved in these conveyances. Petitioners are the sole owners of said Lot 357, BLUE WATER ADDITION, NO. 2.
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 WILLIAM E. BARRETT and JIM J. BARRETT, 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 understand 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 and bounds application does not guarantee Galveston County Health Dept. permits for the sewer system will be issued.

WHEREFORE, Petitioners pray that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lot 357, BLUE WATER ADDITION, NO. 2, 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 7th day of August 2013.


William E. Barrett
102 Klawah Ct.
Lufkin, TX 75901


Jim J. Barrett
906 Champions Dr.
Lufkin, TX 75901

THE STATE OF Texas
COUNTY OF Galveston

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



WITNESSED MY HAND AND SEAL OF OFFICE this the 7 day of August, 2013.
THE STATE OF Texas
COUNTY OF Galveston

Mark Henry
Notary Public-State of Texas

BEFORE ME, the undersigned authority on this day personally appeared Petitioner JIM J. BARRETT, to me to be the person whose name is 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 7 day of August, 2013.
Mark Henry
Notary Public-State of Texas

APPROVED
BY: MARK HENRY Date
Galveston County Judge

ATTEST:
DWIGHT SULLIVAN Date
County Clerk

By: _____
Deputy

Exhibit "A"
Page 2 of 2

TRACT 357-A

Being the West 1/2 Lot 357, said Lot as conveyed to William E. Barrett and Jim J. Barrett under Galveston County Clerk File No. 2013046877, Deed Records of Galveston County, Texas, out of **BLUE WATER ADDITION NO. 2**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 75 and transferred to Volume 3, Page 31, both of the Map Records in the Office of the County Clerk of Galveston County, Texas, said Tract 357-A being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of said Lot 357 and being in the South line of Blue Water Drive, a 60 foot R.O.W.;

THENCE North 57°19' East, along said Blue Water Drive, a distance of 50 feet to the mid-point of said Lot 357;

THENCE South 32°41' East, along the mid-line of said Lot 357, a distance of 261.88 feet to the Mean High Water of Gulf of Mexico as surveyed on 08-13-2013;

THENCE South 60°53'35" West, along said Mean High Water, a distance of 50.10 feet;

TEHNCE North 32°41' West, a distance of 258.76 feet to the PLACE OF BEGINNING;

TRACT 357-B

Being the East 1/2 of Lot 357, said Lot as conveyed to William E. Barrett and Jim J. Barrett under Galveston County Clerk File No. 2013046877, Deed Records of Galveston County, Texas, out of **BLUE WATER ADDITION NO. 2**, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 75 and transferred to Volume 3, Page 31, both of the Map Records in the Office of the County Clerk of Galveston County, Texas, said Tract 357-B being more particularly described by metes and bounds as follows:

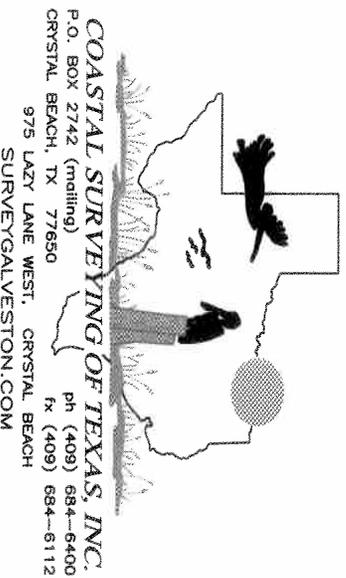
BEGINNING at the Northeast corner of said Lot 357 and being in the South line of Blue Water Drive, a 60 foot R.O.W.;

THENCE South 32°41' East, a distance of 265.07 feet to the Mean High Water of Gulf of Mexico as surveyed on 08-13-2013;

THENCE South 60°53'35" West, along said Mean High Water, a distance of 50.10 feet to the mid-point of said Lot 357;

TEHNCE North 32°41' West, along the mid-line of said Lot 357, a distance of 261.88 feet to the said South line of Blue Water Drive;

THENCE North 57°19' East, along said Blue Water Drive, a distance of 50 feet to the PLACE OF BEGINNING;



AGENDA ITEM #24.b.

PERMIT FOR CONSTRUCTION OF PROJECT
ON GALVESTON COUNTY PROPERTY

PERMIT NO. 2310

TO: SAMSON LONE STAR LIMITED PARTNERSHIP
SAMSON PLAZA, 2 WEST 2ND STREET
TULSA, OKLAHOMA 74103-3102

Gentlemen:

You are hereby granted authority to:

INSTALL A 5" PLASTIC SALT WATER LINE

on the following described property owned by Galveston County ("County"):
ACROSS CEDAR ROAD IN THE SANTA FE AREA

under the terms of your application dated: JULY 28, 1999

All rights granted to you are permissive. No right, claim, title, easement or ownership interest in any County owned land is being granted to you.

County may require you to remove or relocate your Project or portions of your Project (collectively "Project") at your sole cost and expense and to the satisfaction of County, if, in the sole opinion of County, your Project interferes with the present or future use by County of its property.

County will require you to immediately remove your Project in the event your current or future Surety gives notice to County of its intention to no longer act as Surety on your Bond. But, you will not have to remove your Project for that reason if you provide County with a replacement Bond in an amount and with a Surety as is then satisfactory to County or if you provide to County a satisfactory Irrevocable Letter of Credit within fifteen (15) days of the date the County receives notice from the Surety cancelling the Bond.

If you are required to remove or relocate your Project, County will specify to you the extent to which and the time frame in which your Project must be completely removed or relocated.

If you fail or refuse to remove or relocate your Project as specified by County, County may, at its option, either clear its property of your Project or relocate your Project at your sole cost and expense.

Your permit is granted subject to all other existing permits, easements, rights of ways, and other interests in land either of record or located upon or within the ground.

Your permit may be terminated by County on thirty (30) days prior notice to you.

Your permit is granted subject to all requirements specified in your application, the requirements specified herein and the requirements adopted by County on the 22nd day of April, 1963. The 1963 requirements may be found recorded in Book 31, Pages 501-510 of the Commissioners' Court Minutes. They are entitled "Rules, Regulations and Requirements for Proposed Construction Projects on Galveston County Property".

If your permit is for a temporary use only, it will automatically terminate on the _____ day of _____, _____ by which date you will have removed your Project to the satisfaction of County.

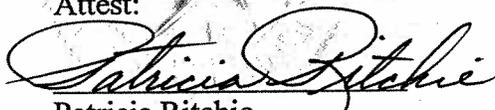
By signing below, you agree to all terms and conditions stated in this Permit.

Dated this 9th day of September, 1999.

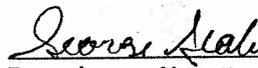
Galveston County

James D. Yarbrough
County Judge

Attest:


Patricia Ritchie
County Clerk

Accepted:


Permitee GEORGE SEALY - AGENT FOR SAMSON LONESTAR LIMITED PARTNERSHIP

Commissioner Precinct No: 2

PERPETUAL BOND COVERING PIPELINE, CABLE, CONDUIT AND/OR POLE LINE ACTIVITY IN, UNDER, ACROSS, OR ALONG GALVESTON COUNTY ROADS

BOND NUMBER 40S103122262BCM

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

THAT WE, ^{Samson Lone Star Limited Partnership.} Travelers Casualty and Surety, as Principal, and Company of America, a corporation existing under the laws of the State of Connecticut and authorized to do an indemnifying business in the State of Texas, and whose principal office is located at Hartford, CT, whose officer residing in the State of Texas, authorized to accept service in all suits and actions brought within the State is Christopher H. Noble, and whose address is ^{1920 Beltline Rd 8th Fl} Dallas, TX 75240, hereinafter called the Surety, are held and firmly bound unto _____, County Judge of Galveston County, Texas, or his successors in office in the full sum of one hundred thousand Dollars (\$100,000.00) current lawful money of the United States of America, to be paid to the said _____, County Judge of Galveston County, Texas or his successors in office, to which payment well and truly made and done, we, the undersigned, bind ourselves and each of us, our heirs, executors, administrators, successors, assigns, and legal representatives, jointly and severally, by these presents.

THE CONDITION OF THIS BOND IS SUCH THAT, WHEREAS, the above bounden Principal contemplates laying, constructing, reconstructing, maintaining and repairing such pipelines, cables, conduits, and/or pole lines in, under, across, and/or along such roads, streets and highways in the County of Galveston and State of Texas as are specified in Principal's Permit Application dated July 28, 1999, and attached hereto.

WHEREAS, the above bounden Principal will perform such activities in accordance with the rules, regulations and requirements for proposed construction projects on Galveston County property adopted by Order of the Galveston County Commissioners' Court on the 22nd day of April, 1963, and recorded in Book 31, Page 501-510, Commissioners' Court Minutes and all amendments thereto which Commissioners' Court Order is hereby referred to and made a part hereof for all purposes as though fully set out herein.

WHEREAS, the Principal desires to provide Galveston County with a perpetual bond covering all such pipeline, cable, conduit, and/or pole line activities;

NOW. THEREFORE, IF the above bounden Principal shall faithfully perform all its pipeline, cable, conduit and/or pole activities (including but not limited to the laying, constructing, reconstructing, maintaining and/or repairing of such pipelines, cables, conduits, and/or poles) in, under, over, across, and/or along said roads, streets and highways in accordance with the minimum requirements and conditions of the above mentioned Commissioners' Court Order; and

IF the above bounden Principal performs such activities to be done and performed, at the time and in the manner therein specified, and

IF the above bounden Principal shall pay over and make good and reimburse Galveston County, at the time and in the manner therein specified, and shall pay over and make good and reimburse Galveston County, all loss and damages which Galveston County may sustain by reason of any failure or default on the part of said Principal,

THEN this obligation shall be null and void otherwise to remain in full force and effect in perpetuity.

THIS BOND IS PAYABLE AT THE County Courthouse in the County of Galveston and State of Texas.

IT IS AGREED that at any time Galveston County deems itself insecure under this bond it may require additional bonds of the Principal.

EXECUTED this 28th day of July, 1999

PRINCIPAL: Samson Lone Star Limited Partnership

By: Samson Resources Company, its general partner

BY: H. John Rogers

H. John Rogers

TITLE: Senior Vice President - Drilling

SURETY: Travelers Casualty and Surety Company of America

BY: Phyllis J. Greathouse

Phyllis J. Greathouse

TITLE: Attorney-in-fact

Texas Countersignature:

Bruce C. DeHart

Bruce C. DeHart, Resident Agent

POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint Donald B. Sands, Richard J. Bryce, Walter P. Bryce, Jr., Jeanette Scott, Phyllis J. Greathouse or Gregory M. Scheuller * *

f, Tulsa, OK, its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):

By his/her sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking and any and all consents incident thereto

*not exceeding the sum of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS per bond * **

and to bind TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, and all the acts of said Attorney(s)-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

His appointment is made under and by authority of the following Standing Resolutions of said Company, which Resolutions are now in full force and effect:

NOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him or her.

NOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Group Executive, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

His Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA, which Resolution is now in full force and effect:

NOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Group Executive, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

(over)

AGENDA ITEM #25.a.



COUNTY of GALVESTON
LEGAL DEPARTMENT
COUNTY COURTHOUSE

722 MOODY STREET 5THFLOOR • GALVESTON, TEXAS 77550

ROBERT B. BOEMER
DONALD S. GLYWASKY
BARRY C. WILLEY
MYRNA S. REINGOLD

July 30, 2013

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

Re: Memorandum of Understanding Between the Texas General Land Office and the County of Galveston.

Gentlemen:

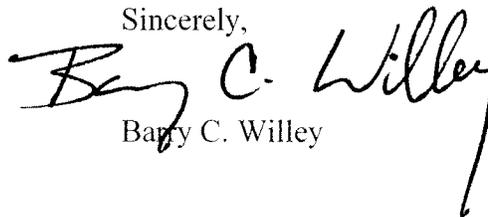
Attached for your consideration is a Memorandum of Understanding between the Texas General Land Office and the County of Galveston regarding the closure of Rollover Pass.

Under the agreement, the GLO pays the costs to obtain the property for the closure and to construct future recreational facilities. The County agrees to act in accordance with its authority to obtain the property necessary to for the closure of the pass and for the construction of future recreational facilities.

Further the parties agree to negotiate and execute all documents necessary to effectuate the closure of Rollover Pass and the construction and maintenance for any future recreational facilities.

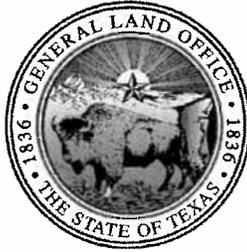
The agreement is effective upon signing and shall terminate on August 31, 2015. Two signed copies will be forwarded to the GLO and a fully executed copy will be returned to the County.

Sincerely,



Barry C. Willey

cc: Kelly Snook , Director of Parks and Senior Services



**MEMORANDUM OF UNDERSTANDING BETWEEN THE
TEXAS GENERAL LAND OFFICE AND
GALVESTON COUNTY
GLO CONTRACT NO. 13-404-000-7841**

The **TEXAS GENERAL LAND OFFICE** (the “GLO”) and the **GALVESTON COUNTY** (the “County”); each a “Party” and collectively, the “Parties;” hereby enter into this Memorandum of Understanding (“MOU”) for implementation of the closure of Rollover Pass, Galveston County, Texas, in accordance with Texas Natural Resources Code § 33.613.

WHEREAS, Section 33.613 of the Texas Natural Resources Code authorizes the Commissioner of the General Land Office (the “Commissioner”) to undertake the closure of a man-made pass in certain circumstances; and

WHEREAS, the Commissioner has determined that Rollover Pass in Galveston County, Texas, causes or contributes to significant erosion of the shoreline of the adjacent beach; and

WHEREAS, Rollover Pass is not a public navigational channel constructed or maintained by the federal government; and

WHEREAS, pursuant to the General Appropriations Act, 81st Legislature, Regular Session, Article IX, Section 17.117, page IX-94, the GLO received a legislative appropriation for the purpose of closing Rollover Pass; and

WHEREAS, the Commissioner has developed, in consultation with the Texas Parks and Wildlife Department and the County, a plan to construct certain recreational facilities designed to mitigate for the loss of public recreational opportunities resulting from the closure of Rollover Pass, which has been presented to the public and approved by the Commissioner; and

WHEREAS, the ownership in fee simple of the Rollover Pass property is necessary to effectuate its closure; and

WHEREAS, the closure of Rollover Pass and construction and maintenance of new recreational facilities will serve a public use; and

NOW, THEREFORE, the Parties hereby agree to coordinate the closure of Rollover Pass and the construction and maintenance of any future recreational facilities to mitigate for the loss of public recreational opportunities under the following terms and conditions:

1. **PROJECT COSTS** – The GLO shall pay the costs necessary to obtain fee simple ownership of all lands necessary for the closure of Rollover Pass and to construct any

- future recreational facilities identified in the Rollover Pass Recreation Plan on the Rollover Pass property, to the extent that such costs have been previously approved by the GLO, in writing.
2. **COUNTY AUTHORITY** – The County shall act in accordance with its authority to obtain fee simple ownership of all lands necessary for the closure of Rollover Pass and for the construction any future recreational facilities.
 3. **DEFINITIVE AGREEMENTS** – During the term of this MOU, the GLO and County will negotiate and execute all documents necessary to effectuate the closure of Rollover Pass and the construction and maintenance of any future recreational facilities.
 4. **PUBLIC INFORMATION** – To the extent allowed by law, all press and other public inquiries made regarding activities related to the closure of Rollover Pass shall be coordinated between the GLO and the County and handled in accordance with the Public Information Act, Chapter 552 of the Texas Government Code.
 5. **EFFECTIVE DATE** – The Parties acknowledge and agree that this MOU shall be effective on the date signed by the last Party and shall terminate on August 31, 2015, unless earlier terminated or extended by mutual agreement.
 6. **PROPER AUTHORITY** – Each Party hereto represents and warrants that the person executing this MOU on its behalf has full power and authority to bind the respective entities to this MOU.
 7. **COUNTERPARTS** – This MOU may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same MOU.
 8. **SEVERABILITY** – If any provision contained in this MOU is held to be unenforceable by a court of law or equity, the MOU shall be construed as if such provision did not exist and the non-enforceability of such provision shall not be held to render any other provision or provisions of this MOU unenforceable.
 9. **AMENDMENTS TO THIS MOU** – Any material revision of the terms and conditions of this MOU shall be by written agreement of the Parties.

SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR MOU BETWEEN THE
TEXAS GENERAL LAND OFFICE AND
GALVESTON COUNTY
GLO CONTRACT NO. 13-404-000-7841
EFFECTIVE ON THE DATE LAST SIGNED BELOW**

GENERAL LAND OFFICE

GALVESTON COUNTY

Larry L. Laine, Chief Clerk/
Deputy Land Commissioner

Mark A. Henry
County Judge

Date of execution: _____

Date of execution: _____

DL LEGAL *AH*

DIV GRP for *Helen Young*
AGC *MA & MC*
GLO *GW*

Attest:

Dwight D. Sullivan
County Clerk

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AGENDA ITEM #25.b.

First Amendment to Lease Agreement between Galveston County and Bayside Warehouse

1. This **First Amendment to Agreement** is entered into between the **County of Galveston** and **Ross Novelli, Jr.** Its purpose is to extend the term of the current Lease Agreement between the parties for an additional four month period.
2. The parties entered into a lease agreement to lease warehouse space at Bayside Warehouse located at 7817 Bayside Avenue beginning August 15, 2006. A copy of the lease agreement is attached hereto as Exhibit "A".
3. Article II of the agreement provides that the agreement may be extended until August 14, 2013. The parties mutually desire to extend this agreement for an additional four months.
4. The parties that the compensation to be paid for this extension will remain the same.
5. Accordingly, the first paragraph of Article II of the lease will be amended to read as follows:

This Lease shall be for a primary term of one (1) years commencing on the 15th day of August, 2009 at noon, and terminating on the 14th day of August, 2010 at 5:00 p.m., unless terminated earlier by the County as hereinafter set forth. In addition, **Lessee** shall have the option and election of extending this Lease on a year-to-year basis for three (3) additional years plus the option to extend the Lease for an additional four (4) month term following the conclusion of the year to year term (i.e. up through December 14, 2013) subject to the same terms and conditions contained within this Lease.

6. All other provisions of the agreement will remain the same.
7. The parties further agree that the agreement dated effective August 15, 2006 and this amendment constitute the complete understanding of the parties. No other representation, oral or written, between the parties, shall be of any force and effect unless specifically stated in writing in either the Agreement effective August 15, 2006 and this amendment.

Executed the 20th day of August, 2013.

Galveston County

By: _____
Mark A. Henry, County Judge

Attest:

Dwight D. Sullivan, County Clerk

Ross Novelli, Jr.

By: _____
Lessor

depts\facilities\Bayside Warehouse Lease First Amendment

CM06141
APRV C/C 8-16-2006
#18

Orig Term: 8-15-2006 thru
8-14-2009

(3) 1yr OTR
byrs Total

Upon motion of Commissioner Janek, seconded by Commissioner Doyle, and carried, It is Ordered by the Court that execution of the following Lease Agreement with Ross Novelli, Jr for climatized warehouse and office space for storage of records at 7817 Bayside Avenue, Galveston be and is approved.

18

State of Texas

Know All Men By These Presents

County of Galveston

**Lease Agreement
Bayside Warehouse
Galveston, Texas**

Whereas, the County of Galveston, a political subdivision of the State of Texas, ("Lessee") desires to lease climatized warehouse and office space for storage of its records and other lawful county purposes, and

Whereas, Ross Novelli, Jr. the owner of Bayside Warehouse located at 7817 Bayside Avenue, Galveston, Texas, ("Lessor") has sufficient space available and is desirous of leasing same to the County

Now, Therefore, Lessor and Lessee Agree as Follows:

I

Lessor, for and in consideration of and subject to the conditions, limitations, terms and agreements hereinafter contained, has Demised, Leased and Let, and by these presents does Demise, Lease and Let unto Lessee the following described property situated in Galveston, Galveston County, Texas, to-wit

- a) 13,116 square feet of climatized warehouse space;
- b) 268 square feet adjacent office
- c) Right of access through 3,283 square feet of common space,
- d) Non exclusive right to use loading dock and forklift storage area, and
- e) Non exclusive use of Lessor's restroom facilities located upon or adjacent to the Demised Premises.

All located at

Bayside Warehouse
7817 Bayside Avenue
Galveston, Texas 77553

and hereafter called the "Demised Premises"

To Have and to Hold the same unto Lessee, its successors and assigns for the term and subject to the conditions and covenants hereinafter set forth

II

This Lease shall be for a primary term of three (3) years commencing on the 15th day of August, 2006 at noon, and terminating on the 14th day of August, 2009 at 5 00 p m., unless terminated earlier by the County as hereinafter set forth. In addition, Lessee shall have the option and election of extending this Lease on a year-to-year basis for three (3) additional years subject to an annual increase in rentals sufficient to cover any proportionate increase in taxes and/or insurance incurred by Lessor on the premises herein leased (not to exceed 5% per annum) and subject to the same terms and conditions contained within this Lease, provided notice from the Lessee to Lessor is made in writing not less than sixty (60) days prior to the expiration of the primary term and each renewal period

Lessee may terminate this Lease at any time by giving at least one hundred twenty (120) days' notice in writing to the other party, at which time Lessee will vacate the premises and remove its improvements and equipment and restore the premises to its original condition, reasonable wear and tear excepted. Said notice period shall be computed commencing with the day after the date of mailing of such notice of termination.

III.

Lessee, in consideration of the demise and of the covenants and agreements made herein by Lessor leases said premises for said primary term, and, subject to right of prior termination as hereinabove set forth, does hereby promise to pay to Lessor as rental for said premises the total sum of **Three Hundred Sixty Thousand (\$360,000) Dollars** in lawful money of the United States, payable

in monthly installments of **Ten Thousand (\$10,000) Dollars** each, due and payable in advance and without notice to **Lessor** at 55 Colony Park Circle, Galveston, Texas 77551, on or before the 1st day of each and every calendar month

IV.

Lessee agrees not to assign, underlet and/or sublet the Demised Premises or any part thereof of the Demised Premises for any purpose whatsoever, without prior written consent of **Lessor** being obtained, which consent will not be unreasonably withheld

V.

Lessee agrees that the premises hereinabove described shall be used for office space for its Records Department and for storage of its records and or for any other lawful County purpose

VI.

Lessee agrees, at its expense, to provide and maintain such alarm services it deems necessary or prudent to protect its records Unless it is precluded by the terms of the County Purchasing Act, **Lessee** agrees to obtain these services from Alert Alarms

VII.

Lessor shall maintain, at his expense, in good condition and repair all exterior portions of the leased premises. **Lessor** shall also maintain at his expense all air conditioning, heating, electrical, mechanical and plumbing Further, **Lessor** agrees to maintain all walkways, parking lots, loading dock, forklift storage area, restrooms and other common areas adjacent to the leased premises

VIII.

Lessor agrees to pay or cause to be paid all applicable ad-valorem taxes assessed on the Demised Premises prior to date of delinquency **Lessor** also covenants and agrees that, throughout the term of this Lease and at **Lessor's** cost and expense, he will keep the building insured against loss, damage and destruction by fire, wind, flood and other hazards as are covered by and protected against

under policies of insurance in an amount not less than 80% of the then full replacement value of said improvements

In the event of damage or destruction to the Demised Premises, **Lessor** shall have thirty (30) days after such damage or destruction occurs to determine whether or not to make repairs or restoration. In the event **Lessor** elects to repair or restore the Demised Premises, such insurance proceeds shall be used to restore, repair or replace the damaged portions of the Demised Premises as nearly as may be practicable to its original condition (unless alternative repairs or restorations are deemed more appropriate by **Lessor**, in which event such alternative repairs or restorations may, subject to approval by **Lessee**, be made), including temporary repairs and protection of such Improvements pending the completion of permanent repairs, restoration and replacement

If **Lessor** elects not to repair such damage or destruction, this Lease shall terminate as of the date of such damage or destruction and all obligations imposed upon **Lessee** by virtue of this Lease shall cease

Lessee may, but is not obligated, to obtain such property damage insurance it may desire on its personal property and equipment located within the Demised Premises. **Lessee** is self insured against third party liability and Workers Compensation claims

IX.

Lessor will provide, at his expense, a separate electric meter that covers the climatized warehouse space, the office space and the common area portions of the Demised Premises used by **Lessee**. **Lessee** shall pay for electricity utilized by it on the Demised Premises. **Lessor** shall not be liable for temporary interruption of any utility services and shall not be liable for any damages from plumbing, gas, water, steam or sewerage leaks or stoppage unless such interruption or damage is caused by any act, omission or negligence of **Lessor**, his employees, agents, licensees or contractors

In the event the Demised Premises should become in need of repairs required to be made by **Lessor**, **Lessee**, acting by and through its Director of Facilities shall give written notice to **Lessor** and **Lessor** shall make such repairs and/or replacement with reasonable promptness, or, in any event, within ten (10) days of receipt of such notification. In the event **Lessor** shall fail to make such repairs or replacements promptly, or within ten (10) days after written notification as hereinabove provided, **Lessee** may make same and deduct the cost of said repairs and/or replacements from the next rental period or periods, whichever is applicable, or at **Lessee's** option, **Lessee** may terminate this Lease at which time all obligations imposed upon **Lessee** by virtue of this Lease shall cease

X

Subject to prior approval of **Lessor**, which approval will not be unreasonably withheld, **Lessee** may install shelving and an alarm system. **Lessee** may make such other alterations and changes to the interior of the Demised Premises as it deems necessary for its purpose, provided that such alterations do not injure the building structure, are in conformity with the City of Galveston's Building, Plumbing and Electrical Codes and required inspection and permits are obtained, and that such alterations and changes to the Demised Premises shall be made at **Lessee's** expense and cost. Such consent is not required for normal maintenance such as painting, which may periodically be performed by **Lessee**. **Lessee** shall in no way alter or otherwise change the exterior appearance or front of the Demised Premises without the prior written consent of the **Lessor**. It is agreed that all such shelving, alarm system, fixtures and other personal property installed by **Lessee** may be removed by **Lessee** at the termination of this Lease or any extension thereof, provided that everything attached to and intended to be a part of the real property must remain if there is any doubt as to the intent in the installment of the fixtures or equipment

XI.

Lessee may erect signs as approved by **Lessor** both identifying the Demised Premises as **Lessee's** record storage facility and warning of **Lessee's** alarm system in front of the leased space

XII.

A number of the records stored within the Demised Premises are confidential in nature and may not be reviewed by any unauthorized person. Accordingly, if **Lessee's** Director of Facilities, or its Records Management officer or clerical staff is present, then **Lessor** or **Lessor's** representative, agents or servicemen may enter the Demised Premises during any reasonable time for any reasonable business purpose. If such persons are not present, **Lessor** or **Lessor's** representative or servicemen may only enter the premises in emergency situations such as fire or other casualty and notice of such entry shall be provided **Lessee** as soon as possible. Otherwise, **Lessor** may not enter the Demised Premises.

XIII.

Lessor covenants and warrants that the **Lessee**, upon paying the rental and other payments herein provided and performing and keeping the covenants of the **Lessee** to be kept pursuant to the provisions hereof, shall lawfully and quietly hold, occupy, use and enjoy the Demised Premises, and shall have the full, exclusive and unrestricted use and enjoyment of the Demised Premises during the entire term of the Lease, without hindrance or molestation of the **Lessor** during the term of this Lease, or any person or persons claiming under the **Lessor**, or his successors or assigns.

XIV.

Lessee agrees on the last day of the term hereof, or on any earlier termination of this Lease, to surrender the Demised Premises unto **Lessor** in good condition and repair, reasonable wear and tear excepted. **Lessee**, on or before the end of the term or upon any earlier termination of this Lease, shall

remove all its personal property, including but not limited to its shelving and burglar alarm system from the Demised Premises

XV.

Should there at any time be any default in any of the covenants herein, including the timely payment of rent as provided, and such default shall continue for thirty (30) days after written notice thereof by the Lessor to the Lessee (without being fully remedied within such thirty (30) day period) Lessor shall have the right to declare this Lease forfeited and the leasehold term hereof ended. In the event the Lessor declares this Lease forfeited and the leasehold term ended, the Lessor shall have the right to re-enter the Demised Premises, with process of law, and to direct Lessee to remove all persons or chattels therefrom, as though such date of termination was originally set forth for the expiration hereof, and except for the payment of all rentals which may accrue through the date of such termination or removal of Lessee, whichever is later, and the performance of each, every and all of the other obligations of the Lessee which may accrue to such date, Lessee's obligations hereunder and this Lease shall cease and terminate and Lessee shall be under no further obligation to the Lessor hereunder, provided the Lessee surrenders to the Lessor the complete physical possession of the Demised Premises on or before such date of termination. **Under no circumstances may Lessor be permitted to remove or have removed the records being stored within the Demised Premises. This is because they are official governmental records belonging to Lessee.**

XVI.

The covenants and agreements contained herein shall be binding upon and inure to the heirs, devisee, successors, assigns and legal representatives of the parties hereto in all aspects and in the manner as the parties hereto are bound by this agreement

XVII

Any notice to be given under the terms of this Lease shall be delivered as follows

Lessor

Ross Novelli
55 Colony Park Circle
Galveston, Texas 77551

Lessee:

County of Galveston, Texas
Director of Facilities
1912 Sealy
Galveston, Texas 77550

with a copy sent to

Director of Special Projects
Ray Holbrook Annex
601 Tremont, 1st floor
Galveston, Texas 77550

The above addresses may change upon notice being given by the person changing the address to the other person

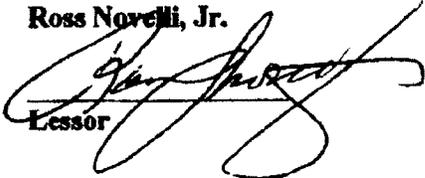
XVIII.

This Lease embodies the entire contract between the parties hereto relative to the subject matter hereof. No variation, modification or change herein or hereof shall be binding upon any party hereto unless embodied in a written document executed by such parties. A waiver by any party hereto of any breach or default of any provision contained herein shall not be deemed to be a waiver of any such provision or of any subsequent breach or default thereof

Executed in multiple copies, this 16 day of Aug., 2006.

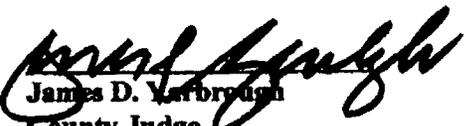
Ross Novelli, Jr.

By:

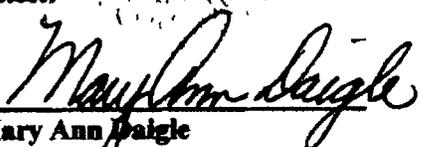

Lessor

County of Galveston

By:


James D. Yarborough
County Judge
Lessee

Attest:



Mary Ann Daigle
County Clerk

depts/facilities/Record Storage Lease Final



GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

To Be Completed By Department							
1. Date of Request: 7/12/13		2. Contract Type: Expense Revenue Other			3. Renewal Contract: Yes / No		
4. Department Name: Facilities				5. Department Contact:			
6. Description: Bayside Warehouse Lease							
7. IFAS PEID No: 708712		8. IFAS Req No:		9. Orgkey: 1160 20 2101		10. Object Code: 5481000	
11. Vendor: Russ Howell, JR				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
			\$120,000 40000	\$120,000 0			
22. Totals:							
To Be Completed By Purchasing Department							
Contract Start Date: 8/15/13		Auto Renewal Contract: Yes / No:		Bid No: N/A			
Contract End Date: 12/14/13		Contract # Issued By Purchasing: CM09147					

1st Amendment 4 months

Approved By: _____ Signature _____ Date _____

Department Head: _____

Purchasing Agent: _____ **8-14-2013**

County Legal: **[Signature]** **7/12/13** **08/14/2013**

Contract listed in Budget Documentation: Yes / No

County Budget Office: **[Signature]** **8/14/2013**

AGENDA ITEM #26.a.



Operations Manager

Housing Department

JOB SUMMARY

This position is responsible for managing the inner office operations of the Housing Department.

ESSENTIAL JOB FUNCTIONS

- Processes and audits contractor invoices, and ensures billing and construction files for accuracy are prepared for State draw requests.
- Generate, prepare, input and pay purchase orders as well as vendor invoices on a timely basis
- Creates and reconciles requisitions for the housing department in IFAS.
- Maintains and documents contractor General Liability Insurance and Payment and Performance Bonds.
- Maintains contractor warranties.
- Reviews and audits applicant files for compliance with the General Land Office program Guidelines.
- Web master for Housing Department
- Oversees and manages daily operations and inner office activities.
- Coordinates and manages housing employee's daily workload and responsibilities.
- Assists the Housing Director with basic HR duties: track and maintain employee vacation/sick availability; prepare and submit department payroll; assist with new hires' paperwork; assist with budget management and order duties as required.
- Serves as the emergency coordinator for the Housing Department.
- Monitors all GLO contract activities for the Housing Department.
- Reviews and audits documents pertaining applicant file documentation.
- Documents and maintains the Housing Departments daily actives for compliance with HUD and GLO requirement.
- Support office operations: maintain and order office supplies/equipment; submits maintenance work orders as needed; answer phones; assists Housing team with daily workload and responsibilities.
- Assist, responds, and resolves applicant complaints and enquires.
- Prepares presentations as requested.
- Able to report regularly for work and be on time.
- Performs related duties as required

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of management principles and practices.
- Knowledge of related local and state laws, procedures and policies.
- Knowledge of computers and job related software programs.
- Skilled in planning, organizing, directing and coordinating the work of personnel.
- Skilled in the analysis of problems and the development and implementation of solutions.
- Skilled in the preparation of clear and precise administrative reports.
- Skilled in oral and written communication.
- Knowledge of Galveston County Housing Department Policies and Procedures

SUPERVISORY CONTROLS

The Operations Manager with the direction of the Housing Director assigns the Departments employees with

Supervisor's Signature

Print Name

Date

Galveston County will provide equal employment opportunity for all qualified applicants and current employees without regard to race, color, religion, ancestry or national origin, genetic information, disability, Vietnam era and disabled veteran status, age or sex (except where age or sex is a bona-fide occupational qualification), and marital status in human resources matters, including recruitment and hiring, training, promotion, salaries and other compensation, transfer and lay off or termination. In the implementation of this policy, we will actively seek persons for all job levels within the organization and outside the organization through promotions and recruitment from all races and genders. In addition to these protected categories, Galveston County complies with the anti-discrimination statutes in each of the localities in which it operates. Galveston County recognizes its duty to comply with the American with Disabilities Act and when applicable, the Rehabilitation Act of 1973. Contact the Human Resources Department with questions regarding ADA accommodations or discrimination issues at (409) 770-5418

AGENDA ITEM #27.a.

Santa Fe Heritage Festival

*Where family and home are
tradition.*

P.O. Box 515 * Santa Fe, Texas * 77510
e-mail: SantaFeHeritageFestival@gmail.com
Phone: 409-370-0030

Santa Fe Heritage Festival
C/O Santa Fe Area Historical Foundation
11225 Hwy. 6
Santa Fe, TX 77510
(409) 750-5520

Galveston County
Department of Parks and Senior Services
Teresa Ortiz – Operations Manager
Attn: Facility Permitting
4102 Main (FM 519)
La Marque, TX 77568

RE: The Santa Fe Heritage Festival request for a waiver of fees for Runge Park

Dear Ms. Ortiz,

The Santa Fe Heritage Festival has been held at Runge Park for the last three years and held under the name "Volunteer Fair" for two years prior to that. We were made aware of new requirements and want to comply with them so that we may be granted an annual waiver of the fees.

The Festival will be held on November 9, 2013 from 10:00 am to 4:00 pm. We will need access to the site from 8:00 am till 6:00 pm for set up and clean up afterwards. (If at all possible we have been granted the night before to set up without any additional charge in years past and would like that opportunity to continue.) We anticipate between 1,000 to 1,500 people in attendance, with people coming and going throughout the day. Security will be donated by the Galveston County Sheriff's office and Pct. 4 Constables office. They will provide 3 to 5 officers for the event and Santa Fe Fire & Rescue will provide an emergency first aid station as a public service.

The Heritage Festival is a cooperative event between five local non-profit entities:

- Santa Fe Area Historical Foundation
- Friends of the Mae S. Bruce Library
- H.I.S. Ministries
- Santa Fe Senior Citizens Council Inc.
- Santa Fe Lions Club

This year the City of Santa Fe Parks Board is also participating in celebration of the city's 35th anniversary. The Santa Fe Christian Church, Arcadia Christian Church, Santa Fe Educational Foundation, Santa Fe Chamber of Commerce, and Santa Fe Rotary will also be providing volunteers to run the event, midway games and booths.

In addition to providing educational information about the history of Santa Fe and the surrounding areas of Galveston County; the Festival is a fund raising opportunity for the five non-profits. Each non-profit entity will host a booth at the event to educate the community about their organization and the services they each provide to the community. Additional booths will be made available to other organizations with all fees collected going into a general fund to be split by the 5 local charities that put the Festival together every year. The attached budget outlines the anticipated costs and fees generated from the event. A copy of the Santa Fe Area Historical Foundation's tax exempt status is attached. All monies collected are processed through their organization and then the other four non-profits are given their share.

The five non-profits are significant contributors to Galveston County Parks and Senior Services based upon their programs and the services which they provide to the community. For example, the Santa Fe Senior Citizens Council provides lunches, entertainment and a social atmosphere each weekday for area seniors and is partially supported by funding from the County. H.I.S. Ministries provides products, social services, clothing and food to less fortunate citizens of Galveston County. All of the non-profits provide different types of assistance that are of great value to our residents.

The Heritage Festival is a significant social service for county residents by bringing them out to Runge Park and making them aware of both the park and the services provided by the five non-profits. Each year the Festival is attended by residents from all over the county because it is a long standing tradition of honoring and remembering our heritage.

Please let me know if there is any additional information you need to determine our requested waiver of fees. At this time the Board would like to extend an invitation to the Galveston County Parks and Seniors Services to become a part of the Festival. We encourage everyone to make a difference in whatever way they can to make the Heritage Festival a family tradition that our children and grandchildren will remember and carry on.

I can be reached at (409) 370-0030 or by email at lynn@santafegoodnews.com

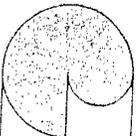
Sincerely,



Lynn Trahan
Festival Coordinator

Itinerary (approx- weather permitting)

- 8-10 Booth Set up
- 10:00 Flag ceremony with God Bless America
And Pledge of Allegiance to the Flag
- 10:15 Registration & Check-In for all contestants
- 10:45 Rehearsals for all contestants
- 11:00 Performance by Dana's Dance
- 12:30 Queens Judging for Tiny Miss (1-3) &
Little Miss (4-7) with Crowning & Winner's Photos
- 1:00 Square Dancers Performance
- 1:45 Boys Smile Contest with
Crowning and Winners photos
- 2:00 Drummers Begin
- 2:15 Queens Judging- Princess (8-11), Teen (12-15)
and Miss Heritage Festival 2011 (16-18)
- 2:30 Senior Miss with Crowning and Winners Photo
- 2:45 Miss Heritage Festival Crowning & Winner's
Photos



**SPECIAL THANKS TO ALL OUR SPONSORS &
OUR VOLUNTEERS!!**

Without your help this event would not be a success!

Internal Revenue Service
District Director

Department of the Treasury

May 10, 1976

Our Letter Dated:

August 29, 1974

Person to Contact:

Lanetta E. Black

Contact Telephone Number:

(512) 397-5716

AUS:EO: 76-817

Santa Fe Area Historical Foundation, Inc.
P. O. Box 372
4230 Scott Street
Armadillo, Texas 77517

This modifies our letter of the above date in which we stated that you would be treated as an organization which is not a private foundation until the expiration of your advance ruling period.

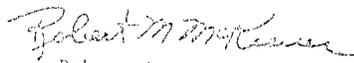
Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Internal Revenue Code, because you are an organization of the type described in section 170(b)(1)(A)(vi). Your exempt status under section 501(c)(3) of the code is still in effect.

Grantors and contributors may rely on this determination until the Internal Revenue Service publishes notice to the contrary. However, a grantor or a contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 509(a)(1) organization.

Because this letter could help resolve any questions about your private foundation status, please keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown above.

Sincerely yours,



Robert M. McKeever
District Director

300 E. 8th St., Austin, Tex. 78701

Form L-399 (Rev. 1-75)

FORM 55-4
(2-69)
PART 4 SUB

NOTICE OF EMPLOYER
IDENTIFICATION NUMBER

Please make a separate
record of this number for
use in case this notice
should be lost or destroyed

00000000

93 7 30 1955

Santa Fe Area Historical Foundation, Inc.

2175
P.O. Box ~~374~~ 1220 Scott Street
Santa Fe
Armadillo, TX 77517

The Identification Number shown above will be used by the Internal Revenue Service to identify your Federal tax returns, and other documents, i.e., 1120, 940, 941, etc., and your payments of the taxes reported on such returns. Your Identification Number should be shown on such returns, documents, and on any related forms or correspondence.

NON-PROFIT ORGANIZATION
IDENTIFICATION NUMBER

Telephone Number: (512) 397-5291

Internal Revenue Service

Date: August 29, 1974

A:FA:EO:ET:jb

ABS:EO: 74-1599



Santa Fe Area Historical Foundation, Inc.
P. O. Box 374
4220 Scott Street
Arcadia, Texas 77517

Accounting Period Ending: December 31
Form 990 Required: Yes No
Advance Ruling Period Ends: December 31, 1975

Gentlemen:

Based on the information supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code.

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably be expected to be a publicly supported organization of the type described in sections 170(b)(1)(A)(vi) and 509(a)(1).

Accordingly, you will be treated as a publicly supported organization, and not as a private foundation, during an advance ruling period. This advance ruling period begins on the date of your inception and ends on the date shown above.

Within 90 days after the end of your advance ruling period, you must submit to us information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, you will be classified as a section 509(a)(1) or 509(a)(2) organization so long as you continue to meet the requirements of the applicable support test. If, however, you do not meet the public support requirements during the advance ruling period, you will be classified as a private foundation for future periods. Also, in the event you are classified as a private foundation, you will be treated as a private foundation from the date of your inception for purposes of sections 507(d) and 4940.

Santa Fe Area Historical Foundation, Inc.

Grantors and donors may rely on the determination that you are not a private foundation until 90 days after the end of your advance ruling period. In addition, if you submit the required information within the 90 days, grantors and donors may continue to rely on the advance determination until the Service makes a final determination of your foundation status. However, if notice that you will no longer be treated as a section 170(b)(1)(A)(vi) and 509(a)(1) organization is published in the Internal Revenue Bulletin, grantors and donors may not rely on this determination after the date of such publication. Also, a grantor or donor may not rely on this determination if he was in part responsible for, or was aware of, the act or failure to act that resulted in your loss of section 170(b)(1)(A)(vi) and 509(a)(1) status, or acquired knowledge that the Internal Revenue Service had given notice that you would be removed from classification as a section 170(b)(1)(A)(vi) and 509(a)(1) organization.

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106 and 2522 of the Code.

You are not liable for social security (FICA) taxes unless you file a waiver of exemption certificate as provided in the Federal Insurance Contributions Act. You are not liable for the taxes imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the excise taxes under Chapter 42 of the Code. However, you are not automatically exempt from other Federal excise taxes. If you have any questions concerning these taxes, please let us know.

If your sources of support, or your purposes, character, or method of operation is changed, you should let us know so we can consider the effect of the change on your status. Also, you should inform us of all changes in your name or address.

If the yes box at the top of this letter is checked, you are required to file Form 990, Return of Organization Exempt From Income Tax, only if your gross receipts each year are normally more than \$5,000. The return is due by the 15th day of the fifth month after the end of your annual accounting period. The law imposes a penalty of \$10 a day, up to a maximum of \$5,000, for failure to file the return on time.

ACCOUNTING

INCOME:

FINAL ACCOUNTING

Check#/Cash	CK Date	Name	Booth	Queens Contest	Donations	Sponsorship Ad	Other	Amount	Deposits
660	07/30/12	Norma Marx	X				Inside	\$50.00	
361163	07/23/12	Betty Langer	X				Inside	\$50.00	\$100.00
3673	09/03/12	Carl Robacker				X	1/2 Page	\$50.00	
470	09/09/12	S.F. Lions Club				X	1/2 Page	\$50.00	
8699	08/22/12	Reginald or Ruth Crosby	X				Inside	\$50.00	
6014	09/10/12	Michael or Hana Case	X				Outside	\$25.00	
12701	08/23/12	Arcadia First Baptist Church	X				Inside	\$50.00	\$225.00
1373	09/04/12	Dana's Dance & Gym-Mary Martin				X	Bus. Card	\$25.00	
WU14-577918234	09/11/12	Suzanne Cornelius	X				Inside	\$50.00	
WU14-577918203	09/09/12	Agh Rozrlo (Need proper spelling ?)	X				Inside	\$50.00	\$125.00
2275	09/23/12	Shana Rawls (Webber Family Booth)	X				Inside #2	\$50.00	
1914	09/10/12	Sylvia Jewell (Foxy Jewels)	X				Inside #26	\$50.00	\$100.00
R203937328310	09/26/12	Jennifer Jerry	X				Outside	\$25.00	
14-573650897	09/26/12	Laura Letsn	X				Inside	\$50.00	\$75.00
6002	10/05/12	S.F. Senior Citizens Council				X	1/2 Page	\$50.00	
Cash	10/07/12	S.F. Pawn & Music				X	Bus. Card	\$25.00	
26109	9/28/2012	Air Repair A/C & Heat				X	Bus. Card	\$25.00	
21738	10/2/2012	EJ & Sons				X	Bus. Card	\$25.00	
10435	10/2/2012	Doreck & Sons				X	Bus. Card	\$25.00	
22097	10/2/2012	Galco Hardware				X	Bus. Card	\$25.00	
9013	10/2/2012	Big Andy's Motors				X	Bus. Card	\$25.00	
6948	10/2/2012	Rudy's Auto				X	Bus. Card	\$25.00	
10248	10/7/2012	Vicki Westover				X	1/2 Page	\$50.00	
4579	10/1/2012	Doug Hiser	X				Inside	\$50.00	
R105158723175	10/1/2012	Sheri Richards	X				Inside	\$50.00	
14-565837689	10/3/2012	Carollon Kivch	X				Outside	\$25.00	
1010	10/5/2012	Boo's Pet Sitting				X	1/2 Page	\$50.00	
135006	10/3/2012	Ellen Chicon	X				Outside	\$25.00	\$475.00
14-570446053	10/15/2012	Teresa Brokering - Avon	X				Inside	\$50.00	
1084	10/13/2012	Chrisantas Fashion Jewelry	X				Inside	\$50.00	
Cash	10/15/2012	Alecia Rose - Cowgirl Mafia	X				Inside#27	\$50.00	\$150.00
Cash	10/21/2012	S.F. Archery				X	Bus. Card	\$25.00	
Cash	10/21/2012	Sweeney Wrecker				X	1/2 Page	\$50.00	
1005	10/19/2012	The Market in Santa Fe				X	Bus. Card	\$25.00	
4710	10/8/2012	Jon Michael's Auto				X	Bus. Card	\$25.00	
8071	10/15/1902	Discount Tractor				X	Bus. Card	\$25.00	
33720	10/8/2012	Ellis Ortego				X	Bus. Card	\$25.00	
3020	10/8/2012	Greg Gardner				X	Bus. Card	\$25.00	
Cash	10/21/2012	Gilbert Trevino	X				Inside	\$50.00	
667	10/14/2012	Donna Weinel	X				Inside	\$50.00	
14-565837909	10/17/2012	Amy Burkett	X				Inside	\$50.00	
14-565837804	10/18/2012	Dana Bear	X				Inside	\$50.00	
3120	10/13/2012	S.F. Christian Church	X				Inside	\$50.00	
13121038	10/13/2012	Crystal Price	X				Outside	\$25.00	\$475.00
Free	N/A	KJIC (For Advertising)	X				Inside	Free	
Free	N/A	Photographer	X				Inside	Free	
Free	N/A	Dana's Dance & Gymnastics	X				Inside	Free	
Free	N/A	Project Graduation	X				Outside	Free	\$0.00
9150	10/12/2012	Sharon Sands	X				Outside	\$25.00	
1534	10/22/2012	Lee Hart	X				Inside	\$50.00	
14-573651039	10/23/2012	Sassafrass Boutique	X				Outside	\$25.00	
272521	10/18/2012	Brittany Riehl	X				Outside	\$25.00	
8768	10/27/2012	Arcadia First Baptist Church				X	1/2 Page	\$50.00	\$175.00

**2012 HERITAGE FESTIVAL
ACCOUNTING**

Continued From Page 1							
23527	10/29/2012	Stan Higgs, DDS			X	Full Page	\$100.00
6998	10/3/2012	David or Elaine Tyler	X			Outside	\$25.00
1120	10/31/2012	Lin Guard	X			Outside	\$25.00
1322	10/28/2012	St. John's Lutheran Church	X			Outside	\$25.00
5037	11/2/2012	S.F. Education Foundation	X			Outside	\$25.00
1029	10/12/2012	Friends of the Mae Bruce Library			X	1/2 Page	\$50.00
1054	11/5/2012	Knights of Columbus (Per Robt Bear)			X	Sponsorship	\$500.00
Cash	11/12/2012	Church Collection for Midway Games			X	Donation	\$162.00
Cash	11/10/2012	Foundation Ad			X	Bus. Card	\$25.00
3929	11/10/2012	Ellarein Fourcade		X		Senior Miss	\$20.00
1223	11/5/2012	First Choice Cleaners-Woods		X		Queens	\$25.00
225	11/10/2012	Alicia Dominy		X		Queens	\$25.00
1091	11/10/2012	Amiee McGuire		X		Queens	\$25.00
1083	11/10/2012	Kristan Wright		X		Queens	\$25.00
Cash	11/15/2012	Queens Entries (From Jennifer)		X		Queens	\$210.00
Cash	11/10/2012	Bayside Lion's (James Azuro)	X			Outside	\$25.00
Cash	11/10/2012	Craft Creations (Terra Krischke)	X			Outside	\$25.00
Cash	11/10/2012	Jo Jo Bradley	X			Outside	\$25.00
Cash	11/10/2012	Kid's Ranch Cowboy Church	X			Outside	\$25.00
Cash	11/10/2012	Crafty Cousins (Misty Medrano)	X			Outside	\$25.00
Cash	11/10/2012	The Fun Station (Bungy)	X			Outside	\$50.00
Cash	11/10/2012	Jamie Parrish	X			Outside	\$25.00
Cash	11/10/2012	S.F. Feed & Pet Supply	X			Outside	\$25.00
182064	11/7/2012	Rotary Club (Lisa Birch)	X			Outside	\$25.00
3321054513	11/10/2012	Fused Glass (Glen Grace)	X			Outside	\$25.00
182679	11/9/2012	Jewelry Inspirations (Erin Jones)	X			Outside	\$25.00
20282867994	11/9/2012	Pappy's Furniture (Rick Vaughn)	X			Outside	\$25.00
20284778432	11/10/2012	Sassy Diva Creations (A. Edwards)	X			Outside	\$25.00
28340	11/7/2012	S.F. Band Booster Club (A. Small)	X			Outside	\$25.00
272802	11/9/2012	The Arnharts (Sharon Arnhart)	X			Outside	\$25.00
1008	11/10/2012	S.F. Good News (Trahan)			X	Bus. Card	\$25.00
Cash	11/10/2012	Queen Sr. Miss Entry		X		Senior Miss	\$25.00
Total Income							\$3,617.00
EXPENSES:							
Check #	CK Date	Check To	For			Amount	
Credit Santa Fe Vision Clinic		Need to Honor for 2012 (Business Card add didn't make print for 2011)	2011 Heritage Festival Add (taken as income in 2011)			\$25.00	
1174	05/30/12	Robert Bear	Reimb Stage Bldg Supplies			\$110.01	
1179	08/19/12	Jennifer Castillo	Heritage Festival Signs			\$93.00	
1180	08/22/12	Robert Bear	Reimb Grommet Kit & 2 "T" Posts			\$31.45	
Waived	***	Galveston County Parks Dept. (User Fee for Nov. 10, 2012)	Runge Park (500-persons) \$345 + Community Center Use the day of only (8am-5pm) \$250			\$0.00	
1183	09/09/12	Robert Bear	Reimb Sign Mat'l & Date Chg on old signs & add Fullen name			\$69.90	
1184	09/12/12	Postmaster	Box Rent #515			\$36.00	
1191	10/21/12	Jennifer Voyles	Parade Entry Fee			\$15.00	
1193	10/21/12	Baseball Fever	Trophies for Queens Contest			\$193.23	
1194	10/31/12	Robert Bear	Reimb. For Two Porta Cans			\$150.00	
Total Expense						\$723.59	
Difference						\$2,893.41	
4-Way Split						\$723.35	
<p>HIS Ministries has been gracious to us again this year in giving up their 1/5th portion of the proceeds to benefit the other four non-profit orgaizations. THANK YOU... THANK YOU... THANK YOU... FROM ALL OF US TO HIS MINISTRIES!!!</p>							

- 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

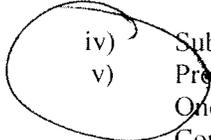
- 4.1. A promoter commits the offense of Failure to Obtain a Permit for a Mass Gathering if he promotes a Mass Gathering and fails to secure a permit as set forth in this Policy or if he continues to profligate a Mass Gathering after his Mass Gathering Permit has been revoked. **The offense is a Class 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		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		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.

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		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		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

Permit Contract

Help

Galveston County

Parks & Senior Services
 4102 Main Street (FM 519)
 La Marque, TX 77568
 Phone: (409) 934-8100
 FAX: (409) 934-8140
 Email: info.parks-seniors@co.galveston.tx.us

Permit #9390, Approved

Dec 3, 2012 12:37 PM



Company: Santa Fe Area Historical Foundation
 P.O. Box 515
 Santa Fe, TX 77510

Customer Type: --
 Prepared By: Jennifer Krupa

Agent: Lynn Trahan

Home: (409) 370-1290

Charges	Taxes	Discounts	Total Charges	Deposits	Deposit Taxes	Total Payments	Refunds	Balance
\$825.00	\$0	\$0	\$825.00	\$0	\$0	\$0	\$0	\$825.00

▼ RESERVATIONS

Event	Resource	Center	Notes
Heritage Festival 2013 Type: Public Event Attend/Qty: 100	Runge - Community Center	Runge Park 4605 Peck Avenue Santa Fe, TX 77510 (409) 934-8100	Community Center available for reservation/permitting.
Days Requested	Event Begins	Duration	Event Ends
Day	Date		
Saturday	Nov 9, 2013	8:00 AM	9 hours
Saturday	Nov 9, 2013	8:00 AM	9 hours
Nov 9, 2013	8:00 AM	9 hours	Nov 9, 2013 at 5:00 PM
Summary	Notes		
Total Number of Dates: 1	Access will begin on Saturday at 8am and close at 5pm.		
Total Time: 9 hours	Fee charged: Saturday = First three = \$70+ Continued use of CC (\$30 x 6 hours) = \$180.00 + Outdoor User Fee \$575.00 - \$825.00 DEPOSITS = \$1200 USER FEE DEPOSIT + \$250 CC USE = \$1450.00		

USER fee

Deposit

▼ RESERVATIONS

Event	Resource	Center	Notes
Heritage Festival 2013 Type: Public Event Attend/Qty: 100	Runge - Park (Whole - All)	Runge Park 4605 Peck Avenue Santa Fe, TX 77510 (409) 934-8100	Note: Entire park grounds, community center and open air pavilion reserved for public event.
Days Requested	Event Begins	Duration	Event Ends
Day	Date		
Saturday	Nov 9, 2013	8:00 AM	9 hours
Saturday	Nov 9, 2013	8:00 AM	9 hours
Nov 9, 2013	8:00 AM	9 hours	Nov 9, 2013 at 5:00 PM
Summary	Notes		

Total Number of Access will begin on Saturday at 8am and close at 5pm.
 Dates: 1 Fee charged:
 Total Time: 9 hours Saturday = First three = \$70+ Continued use of CC (\$30 x 6 hours) = \$180.00 +
 Outdoor User Fee \$575.00 = \$825.00 DEPOSITS = \$1200 USER FEE DEPOSIT +
 \$250 CC USE = \$1450.00

▼ RESERVATIONS

Event	Resource	Center	Notes
Heritage Festival 2013 Type: Public Event	Runge - Community Center	Runge Park 4605 Peck Avenue Santa Fe, TX 77510 (409) 934-8100	Community Center available for reservation/permitting.
Attend/Qty: 10			

Day	Days Requested Date	Event Begins	Duration	Event Ends
Friday	Nov 8, 2013	8:00 AM	9 hours	Nov 8, 2013 at 5:00 PM

Summary	Notes
Total Number of Dates: 1 Total Time: 9 hours	Access will begin on Saturday at 8am and close at 5pm. Fee charged: Saturday = First three = \$70+ Continued use of CC (\$30 x 6 hours) = \$180.00 + Outdoor User Fee \$575.00 = \$825.00 DEPOSITS = \$1200 USER FEE DEPOSIT + \$250 CC USE = \$1450.00

▼ CHARGES

Description	Event / Resource	Unit Fee	Units	Tax	Charge
Outdoor Facility - Individual - 501-2000	Heritage Festival 2013 #9390 Runge - Community Center	\$575.00	1.00	--	\$575.00
User Fee-Runge Com. CTR-Ind/TaxEx-extra hrs	Heritage Festival 2013 #9390 Runge - Community Center	\$30.00	6.00	--	\$180.00
User Fee-Runge Com. CTR-Ind/TxEx-1st 3 hrs	Heritage Festival 2013 #9390 Runge - Community Center	\$70.00	1.00	--	\$70.00

▼ Payment Schedule for Original Balance of \$825.00

Due Date	Amount Due	Amount Paid	Withdrawal Adjustment	Balance
Nov 1, 2013	\$825.00	\$0	\$0	\$825.00
			Current Balance	\$825.00

▼ DISCLAIMERS

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).

AGENDA ITEM #28.c.

TCEQ RECEIVING REPORT

This form is to be completed by the recipient of the goods or services purchased. It should be filled out by the recipient of the goods or services purchased. It should be filled out by the recipient of the goods or services purchased. It should be filled out by the recipient of the goods or services purchased.

A) 1. PF# 8-89961

B) 2. Vendor / Payee Galveston County Courthouse
722 Moody
Galveston, Texas 77550

3. Invoice # N/A

4. PO/Contract # 582-8-89961

5. Date TCEQ received the Invoice 08/01/13

6. Date TCEQ Received Goods or Date(s) Services Completed FY 11/12/13 Reimbursement

7. Purchase Order / Contract Date (Optional)

8. Date Sent to Financial Admin

9. Requested Pay Date (Optional)

10. Payment Due Date (30 calendar days from the latter date of field 5 & 6.) ASAP

C) 11. This receiving report will serve as authorization to the Payment Processing Section to process invoices for payment. Only list the items actually received. Don't include previously received items. For tracked contracts / grants, complete means "final billing."

a. Is the order/contract/grant (C) complete or (I) incomplete?

b. If complete, can the encumbrance be liquidated?

12. ITEM NO.	13. DESCRIPTION	14. # UNITS RECEIVED	15. UNIT PRICE	16. AMOUNT	17. QUANTITY	18. INDEX	19. FCA
	Local Initiative Project Grant (LIP) disbursement for 2011/2012, and 2013 funds for Galveston County.			\$183,011.94	11	08511	03412
	Galveston County Transit Service Program			\$14,081.00	12	08511	03412
				\$14,081.00	13	08511	03412
				Total \$211,173.94			

D) 20. Is testing allowed by the Contract/PO? If yes, complete the next three fields. If not, continue to #21. Payment will be made 30 days after tests have been completed and goods or materials are found to meet specifications or the day on which the correct invoice for goods and/or materials was received, whichever is later.

a. Number of testing days per contract: N/A

b. Tested by:

c. Date test completed:

E) 21. Approved by: (Original signatures required for contracts and purchases requiring testing.)

22. Sign Date 8/2/13

23. MC 164

24. Phone 239-1406

25. Division / Region AQD

Signature: Rick Smathers

**Texas Commission on Environmental Quality
Air Quality Division**

**FY 2013
Local Initiative Projects**

Project Proposal/Project Summary Forms

INSTRUCTIONS

This document provides the forms for use by the Counties in submitting local initiative projects for funding to the Texas Commission on Environmental Quality (TCEQ). These forms must be used by the County to submit projects to the TCEQ for review and acceptance.

Project Summary Form and Certification Form

The forms should be used by the County to provide the TCEQ information on each project approved for funding by its governing body. The *Project Summary Form* outlines the format for the County to provide the TCEQ with the necessary information concerning each project selected. The *Project Summary Form* will serve as the project proposal, as required by Section IV: Project Approval of the contract with the TCEQ.

A *Certification Form* serves as written certification by the County that the projects were reviewed for eligibility and found to meet the minimum criteria. It must be submitted with the project summary forms. The County may submit a resolution from its governing body indicating the support for the projects selected, but a certification form must still be submitted with the project summary forms.

The project summaries and certification form should be provided to the TCEQ for all projects. If, at a later date, additional projects are proposed for funding, additional project summary forms and certification forms must be submitted. Changes to existing projects must also be documented on a revised project summary form and submitted to the TCEQ.

The TCEQ will review the project summaries and will notify the County in writing of any projects that the TCEQ determines may not meet project eligibility criteria under the terms of the grant agreement, or for which there may be a question about the project. The County is requested to respond to any request from the TCEQ for additional information concerning a project. The County may not proceed with funding a project until notified that it may do so by the TCEQ.

FY 2013 Local Initiative Projects
Project Summary

County Certification

{Galveston County} makes the following certifications regarding the projects included with the accompanying Project Summaries:

1. The projects were selected in accordance with the procedures set forth in the grant agreement with Texas Commission on Environmental Quality (TCEQ);
2. The project proposals have been fully evaluated and determined to fit within the minimum criteria and standards established by TCEQ for this program, as well as more specific standards established for the project categories by the County;
3. The project proposals are consistent with and directly support implementation of the Texas Health and Safety Code, 382.220; and
4. The governing body of {Galveston County} officially approved the selection of these projects on {7/31/2013}.


Authorized Certifying Official

8/11/13
Date

Typed/Printed Name and Title:

FY 2013 Local Initiative Projects
 Project Summary Form

New Revised

County: Galveston	Fiscal Year: FY2013 – FY2014
Date:	Revision Date: 7/31/2013
Contact Person and Phone Number: Cindy Pagan, Grants Manager	

Brief Project Title: New Transit Services in Galveston County	Total Grant Funding: \$ 211,173.94
Counties to be Served: Galveston	Matching/In-Kind Services: (Cash Match) \$ 211,173.94
Project Dates: Start Date: Date Notice to Proceed Signed End Date: August 31, 2014	If contracting with another entity, list name and contact person: Rick Elizondo Gulf Coast Center (409) 763-2373

BUDGET CATEGORY	FUNDING AMOUNT	MAINTENANCE SOURCE
Personnel / Salaries <i>List personnel, 3,888 of service hours, salary charged to grant 9/hr per day, 9 drivers</i>	\$27,216.00	\$27,216.00
Fringe Benefits <i>Saturday Service</i>	\$8,164.80	\$8,164.80
Travel <i>List & itemize travel expenditures</i>	-	-
Supplies – Saturday Service Fuel/Oil	\$29,835.00	\$29,835.00
Maintenance/Repairs	\$23,400.00	\$23,400.00
General supplies – Phone, MDT	\$650.00	\$650.00
Equipment <i>List & itemize equipment expenditures (must have a unit cost of \$5,000 or more)</i>	-	-
Construction	-	-
Contractual <i>Victory Lakes Park & Ride Service – Full Turn Key</i>	\$81,280.00	\$81,280.00

Texas Commission on Environmental Quality Air Quality Division
 FY 2013 - Local Initiative Projects

<i>Contract</i>		
<i>Professional Services</i>	\$13,755.95	\$13,755.95
Other		
<i>List & itemize other expenditures</i>		
Administration (Saturday)	\$10,272.00	\$10,272.00
Vehicle Insurance (Saturday)	\$5,719.20	\$5,719.20
General Liability (Saturday)	\$10,881.00	\$10,881.00
Indirect Charges	-	-
TOTAL FUNDING	\$211,173.94	\$211,173.94
TOTAL PROJECT COST	\$422,347.88	

In-Kind Match:

(If in-kind match is used, include a detailed description and estimated value of the property or professional services to be donated to the project.)

The Gulf Coast Center (GCC) is committed to a financial contribution above the \$211,173.94 required for local match. Local match sources for this project include general fund revenues, as well as additional farebox revenues.

Project Description:

(Provide a detailed description on this project, including the following information if applicable.)

Overview:

By providing the new proposed transit services in this application, the Galveston area will see a net result reduction of an estimated 5,300 vehicle miles travelled and over an estimated 7.5 tons of emissions reductions in NOx, VOC, and CO in just the first year of services. It is estimated that as the services continue, by year 5 these services will have an estimated net result of over 46 tons of annual emissions reductions.

This proposal includes the introduction of 2 transit service programs. This proposal will initiate Saturday service along routes in the City of Texas City with complementary ADA Paratransit service and will provide an additional weekday Park and Ride services from the City of League City (Victory Lakes Park and Ride) to City of Galveston.

Professional services will include the development of interlocal agreements between Gulf Coast Center and the County and oversight of general and financial aspects the program.

Saturday Service

Connect Transit, which is the public transportation program of The Gulf Coast Center (GCC) currently operates weekday fixed route services on 7 routes in Galveston County. Those services provide the general public with access to jobs, healthcare, shopping, recreational and other community goods and services. However, there remains a gap in the transportation access as there are currently no existing Saturday services. The use of Local Initiatives Project (LIP) funds will provide a significant mobility improvement for low income transit dependent populations in

the area. This service will provide air quality benefits by assisting in removing older cars from the roads, reducing the numbers of single occupant vehicles, reducing overall vehicle miles travelled, and will reduce short auto trips in the area. Additionally, 2 buses will be used for complementary ADA Paratransit service. ADA Paratransit service is required when a fixed route service is in operation.

Victory Lakes Park and Ride

Gulf Coast Center, Connect Transit is seeking Local Initiatives Project funding to support expanded operations of the Victory Lakes Park and Ride. This project will provide the needed expansion of the Victory Lakes Park & Ride service to Galveston. The Victory Lakes Park & Ride began revenue service in May, 2012. The service has been a great success from its inception. In just six months of operation, ridership has reached an average of approximately 340 one-way trips per day (7,000 monthly boardings). Ridership has remained high due to the fact that the majority of the riders are employees of the University of Texas Medical Branch (UTMB). These employees live in the League City area and utilize the park & ride service to commute to their jobs on the main UTMB campus in Galveston.

As a testament to initial success, some of the key trips in the AM and PM peak periods are experiencing standing-room conditions on the buses. This is a dangerous situation and one that threatens to cause existing riders to abandon the service and/or inhibit the attraction of new riders. The addition of one new trip to the current service will address the mismatch between passenger demand and passenger capacity as well as allow for continued growth in ridership.

Partners of the Victory Lakes Park and Ride service include the following:

- The Gulf Coast Center is a social services agency serving Galveston and Brazoria counties, and the designated demand-response small urban/rural transit provider for Galveston County. The Gulf Coast Center will contract operations for the park & ride service from the City of Galveston.
- Connect Transit is the transportation program of the Gulf Coast Center. The Victory Lakes park & ride service will be administered by Connect Transit. The locations, distances, and scope of the Victory Lakes service are such that contracting the service to an outside provider is most consistent with Connect Transit's operational capacity and resources.
- City of Galveston / Island Transit contracted to operate the park & ride service to Galveston due to its operational capacity.
- University of Texas Medical Branch (UTMB) is a critical partner providing financial support to this proposed service.
- City of League City has committed to financially support the Connect Transit's operation costs of the park and ride service as it provides a needed and requested service to their residents

In addition to this well-developed partnership the general public has been engaged through a number of transportation planning discussions.

A public meeting was held February 12, 2009, during the Advanced Planning stage of development for the park and ride facility. This meeting was held at Houston-Galveston Area Council location. Subsequently, the project was added to the H-GAC 2008-2011 Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP).

A Master Mobility Plan was recently developed for the City of League City which included a public outreach effort. Citizens were given several opportunities to provide input, including a public meeting on October 7, 2009, a written survey and/or submit comments on a website established for the project. While the Master Mobility Plan is focused on mobility concerns across all modes of transportation, the survey did illuminate specific attitudes toward transit. When it comes to regional transit such as the park and ride service in this proposal, more than half of the survey respondents in League City said they would be either "Very Likely" or "Likely" to use the service.

Why is this project necessary and a good use of funds?

Saturday Service

This project is to provide weekend transportation services to the general public including, low income and indigent residents. These residents tend to rely on older vehicles for transportation to health care services, jobs, county services, and amenities. While the GCC provides demand response during the week, lower income residents tend to own older vehicles in order to access jobs with nonstandard hours and weekend shifts. This is a good use of funds because those older vehicles can be taken off the road on the weekends and the general public will have increased access on the weekend.

Victory Lakes Park & Ride

The Victory Lakes commuter service currently utilizes four (4) Gillig buses to provide eight trips in each of the AM and PM peak periods, as well as one trip in the midday. Due to the high demand for the commuter service and the fact that the majority of the riders are going to the same employment center and have similar work hours, certain trips in the AM and PM are regularly experiencing standing-room only conditions.

While high ridership is a desirable condition, having riders make the trip without a seat is not, from both a quality-of-service and safety standpoint. It is a testament to the popularity of the service that patrons are willing to stand during a 25-mile trip traveling at highway speeds on IH 45; however, this is not a sustainable situation. As riders begin to tire of the uncertainty in whether or not they will have a seat for their commute, some may choose to abandon the park & ride service and return to using their personal automobiles for their commute. Losing ridership in this way is undesirable for two primary reasons. First, the Houston-Galveston region is a nonattainment area for federal air quality standards. Therefore, maximum use of commuter services, such as the Victory Lakes Park & Ride, is needed to remove as many single-occupant vehicles (SOV) from the region's roadways as possible and decrease the emission of air pollutants. Second, the Victory Lakes Park & Ride represents a significant investment of public monies from several federal, state, and local sources for capital and operating expenses.

**Texas Commission on Environmental Quality Air Quality Division
FY 2013 - Local Initiative Projects**

Achieving everything possible to keep ridership and the quality and safety of the service high will ensure that the taxpayer dollars invested in the project are well spent.

In addition to alleviating overcrowding and providing a safer and more comfortable trip for existing riders, the addition of new service for the Victory Lakes commuter service may also increase ridership. Because a large percentage of the existing ridership works at UTMB, "word of mouth" is a strong factor in the perception of quality of service and in garnering new riders. There may be potential riders who would like to use the commuter service but are presently choosing not to because they have heard about the standing-room issue. Therefore, solving the overcrowding problem may convince these potential riders to leave their personal automobiles at home and try the Victory Lakes Park & Ride service.

Additionally, the Victory Lakes Park & Ride service represents the sole transit connection between the key Galveston County cities of League City and Galveston Island. It also links together the services of the two primary public transit providers in Galveston County, Connect Transit and Island Transit. As such, the Victory Lakes service provides a vital source of mobility in the County that is not based on use of the personal automobile. Adding capacity to the service in the form of expanded service improves mobility by making the service available to a greater number of riders. As safety is also a significant component of mobility, the added service times improves mobility by way of improving safety, because riders who are currently in the dangerous situation of standing on a moving bus traveling at highway speeds will now have a seat.

Operating funds for expanded service would be put into use to alleviate the standing-room problem on the busiest trips in the AM and PM peak periods.

Who will directly benefit from the project?

Saturday Service

This service will provide residents along the fixed route services in Texas City, Dickinson, La Marque, Baycliff and San Leon with access to jobs, services, and amenities on the weekends.

Victory Lakes Park and Ride

The Victory Lakes Park and Ride service provides direct access to one of the region's largest employers, UTMB with 8,000 on Galveston Island. With transfer stops at 61st and Broadway and in Downtown Galveston, those living off the Galveston Island have access to other large employers on the island including the City of Galveston, County of Galveston, Moody Gardens, Schlitterbahn and the large hotel industry of Galveston Island.

What exactly will the funds be used for?

Saturday Service

The funds will be used to provide Saturday service for 1 year from 9am – 5pm on 7 of Gulf Coast Center routes. The grant funds will cover the driver's salary and benefits, dispatch, fuel and related expenses.

Victory Lakes Park & Ride

The grant will provide one additional Park and Ride service route for 1 year. The contracted operating cost is \$80 per hour. The service will operate during peak time for 7 hours per day.

Where will equipment be stored and how often will it be used?

Saturday Service

This service will use existing vehicles that are stored at the Gulf Coast Center headquarters in Texas City. These are the same vehicles that operate the weekday service.

Victory Lakes Park & Ride

Park & ride service between League City and Galveston will be provided using 30 - 35-passenger buses. The buses will be stored at the City of Galveston's municipal vehicle maintenance facility.

What is the target emitting source or sources?

The Environmental Protection Agency has classified the Houston-Galveston-Brazoria area in a severe eight-hour ozone nonattainment standard. In other words, the Houston-Galveston-Brazoria air quality does not meet federal air quality standards. This investment in transit infrastructure that would produce environmental benefits would help create a clean, healthful environment that will be important to the region's future growth. The overall increase in daily transit boardings for the Victory Lakes Park & Ride is approximately 70 per day.

The additional Saturday service and the Victory Lakes Park & Ride commuter service will result in a reduction of Nitrogen Oxide (NOx), Volatile Organic Compounds (VOC), and Carbon Monoxide (CO), all harmful targeted air pollutants.

What technologies or methods will be implemented to reduce emissions?

The Victory Lakes Park & Ride commuter service will use new clean fuel burning vehicles. The Cummins INC. ACEXH0540LAR emits very little traces of CO and VOC and only .81 grams per mile of NOX. The Saturday service will use existing 2008 Ford E-350 cutaway vehicles. These vehicles very efficient and emit lower levels of pollutants compared to its counterparts.

Explain the anticipated air quality benefits to the county/region. Describe how the air quality benefits or emission reductions are enforceable, permanent, quantifiable, and other documentation

Saturday Service

The Saturday Service will use the 2008 Ford E-350 cutaway vehicles. The National Transit Database (NTD) reports that ridership for Saturdays service is typically half of the daily ridership. NTD also reports the average trip distance for fixed route services is 5.2 miles. The

Texas Commission on Environmental Quality Air Quality Division
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emission benefits utilized the H-GAC/EPA 2011 emission factors derived from air quality modeling and the following composite vehicle traveling on arterial roadways averaging 35 mph;

- 70% - Light Duty Gas Vehicle
- 20% Light Duty Gas Truck
- 5% - Light Duty Gas Vehicle
- 5% Light Duty Gas Truck

The development of the new Saturday Service will result in a estimated reduction of a combined 4.83 tons of NOx, VOC, and CO. The projected daily VMT reduction is 3,640. The table below shows the results of the Saturday Service emission benefits.

Emission Reductions Saturday Service										
Average One-way Auto Trip Distance =		5.2 miles (1)								
Average Bus Trip Distance		14 miles								
Weekday Average Ridership		700								
Sat. Utilization Factor (2) =		50% 350 average occupied spaces								
Saturday Bus Trips =		63								
Type of Emissions	VMT Reduced	Vehicle Emission Factors (3) grams/mile	Vehicle Grams Reduced weekday	Bus Emission Factors (4) grams/mile	Bus VMT Added weekday	Bus Grams Added weekday	Net Grams Reduced weekday	Weekday Conversion to Pounds Reduced	Weekday Conversion to Tons Reduced	Annual Net Tons Reduced
NOx	3,640	0.4400	1,602	0.5274	882	465	1,136	0.0022046	0.0005	260
VOC	3,640	0.5100	1,856	0.0000	882	0	1,856	2.51	0.001	0.33
CO	3,640	4.5800	16,671	3.1826	882	2,807	13,864	4.09	0.002	0.53
Total			20,129			3,272	16,857	37	0	4.83
<i>(1) Average Trip Distance 5.2 Miles (National Transit Database)</i>										
<i>(2) Average Saturday service compared to weekday service for small urban systems = 50% (National Transit Database)</i>										
<i>(3) Source of Emission Factors 2011 H-GAC/EPA Weighted vehicle average (70% LDGV, 20% LDGT1-4, 5% LDDV & 5% LDDT 12) used to represent 100% arterial travel at 35 mph combined with</i>										
<i>(4) Emission for 2008 Ford E-350</i>										
D	VOC		CO		Nox (5)					
Year	Primary	Total	Primary	Total	Primary	Total				
2010	N/A	0.0000	1.0500	3.1826	0.1740	0.5274				
<i>(5) Bus emissions factors derived by multiplying grams generated per breaking horsepower hour or g/bHP-hr. by = 3.031 (EPA Update Heavy-Duty Engine Factors for MOBILE6, 2002)</i>										

Victory Lakes Park & Ride

The Victory Lakes Park & Ride Commuter Service will use new clean burning low emissions vehicles. The emission benefits utilized the H-GAC/EPA 2011 emission factors derived from air quality modeling and the following composite vehicle traveling 40% arterial roadways averaging 25 mph and 60% freeway roadways averaging 45 mpg;

- 70% - Light Duty Gas Vehicle

Texas Commission on Environmental Quality Air Quality Division
 FY 2013 - Local Initiative Projects

- 20% Light Duty Gas Truck
- 5% - Light Duty Gas Vehicle
- 5% Light Duty Gas Truck

The development of the new expanded Victory Lakes Park & Ride Commuter Service will result in a reduction of an estimated combined 2.7 tons of NOx, VOC, and CO. The projected daily VMT reduction is 1,736. The tables below show the results of the expanded Victory Lakes Park & Ride Commuter Service.

Emission Reductions UTMB Victory Lakes Park & Ride YEAR 1										
Average One-way Auto Trip Distance =		31 miles								
One-way Bus Trip Distance =		31 miles								
New Trips =		70								
Trips Removed - Trips (1.25 Persons Per Vehicle)		56								
Daily Bus Trips =		4								
Type of Emissions	VMT Reduced	Vehicle Emission Factors (1) grams/mile	Vehicle Grams Reduced/weekday	Bus Emission Factors (2) grams/mile	Bus VMT Added/weekday	Bus Grams Added/weekday	Net Grams Reduced/weekday	Weekday Conversion to Pounds Reduced	Weekday Conversion to Tons Reduced	Annual Net Tons Reduced
NOx	1,736	0.4551	790	0.8141	124	101	689	0.0022046	0.0005	260
VOC	1,736	0.4360	757	0.0000	124	0	757	1.52	0.001	0.20
CO	1,736	4.6589	8,088		124	0	8,088	17.83	0.009	2.32
Total			9,635			101	9,534	21	0	2.7

(1) Source of Emission Factors 2011 H-GAC/EPA
 Weighted vehicle average (70% LDGV, 20% LDGT1-4, 5% LDDV & 5% LDDT 12)
 used to represent 40% arterial travel at 25 mph combined with
 60% freeway travel at 45 mph (table below).

Vehicle Emissions for UTMB Victory Lakes Park and Ride			
	VOC	CO	NOx
Weighted Arterial Factors	0.1960	1.7349	0.1855
Weighted Freeway Factors	0.2400	2.9240	0.2696
Combined Factors	0.4360	4.6589	0.4551

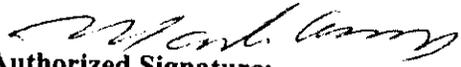
(2) Emission for Clean Fuel Cummins INC. ACEXH0540LAR

D	VOC		CO		Nox (3)	
	Primary	Total	Primary	Total	Primary	Total
2010	N/A	0.0000	0.0000	0.0000	0.1740	0.8141

(3) Bus emissions factors derived by multiplying grams generated per breaking
 breaking horsepower hour or g/bHP-hr. by = 4.679

(EPA Update Heavy-Duty Engine Factors for MOBILE6. 2002)

Texas Commission on Environmental Quality Air Quality Division
FY 2013 - Local Initiative Projects



Authorized Signature:

Date:

8/1/13

Typed/Printed Name and Title:

SATURDAY SERVICE - Galveston County (Texas City)

Description	Total	TECQ Annual	TECQ %	Local	Local %
Driver Salaries	\$54,432	\$27,216.00	50%	\$27,216.00	50%
Fringe benefits	\$16,330	\$8,164.80	50%	\$8,164.80	50%
Fuel/Oil	\$59,670	\$29,835.00	50%	\$29,835.00	50%
Maintenance/repairs	\$46,800	\$23,400.00	50%	\$23,400.00	50%
General Supplies (paper/pencils/postage)	\$1,300	\$650.00	50%	\$650.00	50%
Professional Services	\$27,512	\$13,755.95	50%	\$13,755.95	50%
Administrative Oversight	\$20,544	\$10,272.00	50%	\$10,272.00	50%
Vehicle Insurance	\$11,438	\$5,719.20	50%	\$5,719.20	50%
Liability Insurance	\$21,762	\$10,881.00	50%	\$10,881.00	50%
Gross Operating Subtotal	\$259,788	\$129,893.94	50%	\$129,893.94	50%
Budget					
Year 1		\$129,893.94	50%	\$129,893.94	50%

Commuter SERVICE - Galveston County (Texas City)

Description	Total	TECQ Annual	TECQ %	Local	Local %
Contract - \$80 per Hour	\$162,560	\$81,280.00	50%	\$81,280.00	50%
Total		\$81,280.00	50%	\$81,280.00	50%

Total Budget- Galveston County (Texas City)

Budget	TECQ Annual	TECQ %	Local	Local %
Year 1	\$211,173.94	50%	\$211,173.94	50%
Total	\$211,173.94	50%	\$211,173.94	50%

Grant Funds	\$	211,173.94
Total Requested	\$	\$211,174
Grant Balance	\$	(0.00)

SATURDAY SERVICE ASSUMPTIONS - Texas City					
Routes	Week	Monthly	Annual	Monthly	Annual
Buses per route	9	1 Routes Each Week on Saturday			
Hours per day	1	9 vehicles needed in total each Saturday			
Drivers needed	9	81	324		3888
Rate per hour: driver	\$14	This service will need 9 drivers each Saturday	\$4,536		\$54,432
30 gallons day/ vehicle	\$4.25	\$1,148	\$4,973		\$59,670
30% fringe benefits for drivers		Health Insurance, Life Insurance, Vacation, Sick time, Social Security			
Maintenance Costs/ Repairs (Cleaning and Repairs)		\$100 per vehicle per week	\$900	\$3,900	\$46,800
Vehicle Insurance		\$95.32 per vehicle per month	\$238	\$953	\$11,438
Liability Insurance		\$46.50 per driver per month	\$419	\$1,813.50	\$21,762
General Supplies (paper, pens, copying, postage)		\$25	\$25	\$108.33	\$1,300
Administrative Oversight	10%	\$428	\$1,712.00		\$20,544
Professional Services		\$529	\$2,293		\$27,512

Position Number	Position	Annual Salary	Est. Time	Budget Amt
4120 -2014-0288	Gen. Manager	\$ 60,305.00	8%	\$ 4,824.40
4120 -2014-0297	Op. Manager	\$ 41,675.00	8%	\$ 3,334.00
4120 -2014-0084	Road Supervisor	\$ 32,142.00	12%	\$ 3,857.04
4120 -2014-0002	Customer Service	\$ 32,606.00	15%	\$ 4,890.90
4120 -2014-0351	Reservationist/Dispatcher	\$ 24,251.00	15%	\$ 3,637.65
		\$ 190,979.00		\$ 20,543.99

PARK & RIDE SERVICE ASSUMPTIONS	
Cost Per Hour	\$ 80.00
Hours per day	8
Hours Per year	2032

AGENDA ITEM #28.d.



7/11/2013

Lt Tommy Hansen
601 54th St, #2104
Galveston, Texas 77551

Re: Grant Nbr: 2014-T01-Galvesto-00035 Year of Funding: FY 2014
Application: Galveston County
Title: Galveston County Auto Crimes
Amount: \$468,779.00

Dear Lt Hansen

I am pleased to inform you that the above referenced grant is approved in the amount indicated. The grant award must be accepted within 30 days by completing and returning the enclosed grantee acceptance notice to the Texas Automobile Burglary & Theft Prevention Authority. A copy of the Automobile Burglary & Theft Prevention Authority's Grant Administrative Guide is being forwarded under separate cover to the financial officer designated in your grant application.

I look forward to working with you to ensure the success of your program. Any questions relating to the administration of this grant should be directed to our office by calling the Grant Administrator, Jan Gregg (512) 374-5107.

Sincerely,

Charles Caldwell
Director, ABTPA

GRANTEE ACCEPTANCE NOTICE

AGREEMENT:

That whereas Galveston County, hereinafter referred to as Grantee, has heretofore submitted a grant application to the Automobile Burglary and Theft Prevention Authority, State of Texas, entitled Galveston County Auto Crimes Task Force, and further identified by grant number 2014-T01-Galvesto-00035 And

Whereas, the Automobile Theft Prevention Authority has approved the grant application as evidenced by the Statement of Grant Award from the Automobile Burglary and Theft Prevention Authority dated {Print Date} Certain special requirements; and

Whereas, the Grantee desires to accept the grant award, the Uniformed Grant and Contract Management Standards, and special requirements as evidenced by the Statement of Grant Award;

Now, therefore, the Grantee accepts the aforementioned Statement of Grant Award, the Uniformed Grant and Contract Management Standards and special requirements in the grant application and the Statement of Grant Award as evidenced by the agreement, executed by the project director, the financial officer, and the official authorized to sign the original grant application, of the official's successor, as presiding officer of and on behalf of the governing body of this grantee; and

Now, therefore, the Grantee shall designate either the project director or the financial officer to coordinate and be solely responsible for submission of adjustments pertaining to both program and financial elements of the application, and the POSITION authorized to submit adjustments is Project Director.

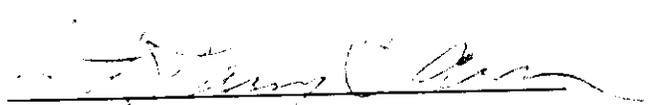
NON-LOBBYING CERTIFICATION:

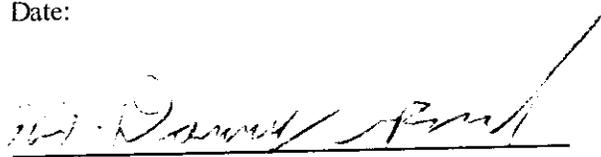
We, the undersigned, certify that none of the grant funds, regardless of their source or character, including local cash assumption of cost funds, shall be used in any manner to influence the outcome of any election or the passage or defeat of any legislative measure.

A finding that a grantee has violated the certification shall result in the immediate termination of funding of the project and the grantee shall not be eligible for future funding from the Automobile Burglary and Theft Prevention Authority.

Certified By:

Date:





Signature of Project Director

Signature of Project Manager

Lt. Tommy Hansen

Sgt. Danny Sheppard, Commander

Name & Title(must print or type)

Name & Title(must print or type)

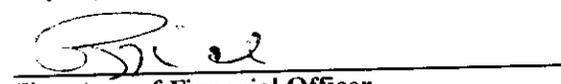
601 54th St
Official Agency Address(street or post office box)

1620 Gill Rd
Official Agency Address(street or post office box)

Galveston, TX 77510 409-766-4500
City/Zip Code/Telephone Number

Dickinson, TX 77510 409-766-4507
City/Zip Code/Telephone Number





Signature of Authorized Official

Signature of Financial Officer

Mark Henry, County Judge
Name & Title (must print or type)

Randall Rice, County Auditor
Name & Title(must print or type)

722 Moody
Official Agency Address (street or post office box)

722 Moody
Official Agency Address(street or post office box)

Galveston, TX 77550 409-762-8621
City/Zip Code/Telephone Number

Galveston, TX 77550 409-770-5301
City/Zip Code/Telephone Number



Texas Automobile Burglary and Theft Prevention Authority Statement of Grant Award

Grant Number: 2014-T01-Galvesto-00035
Grantee Name: Galveston County
Project Title: Galveston County Auto Crimes Task Force
Grant Period: 09/01/2013 to 08/31/2014

ABTPA Award: \$468,779.00
Grantee Cash: \$315,016.00
Grantee In-Kind: \$11,320.00
Total Project Cost: \$795,115.00

The Texas Automobile Burglary and Theft Prevention Authority (ABTPA) has awarded the above-referenced grant. The approved budget is reflected in the attached Approved Budget Summary. This grant is subject to and conditioned upon acceptance of the ABTPA Grant Administrative Guide promulgated for this specific program fund (referenced above) through the Automobile Theft Prevention Authority a listing of applicable special conditions are listed below. Total project costs must be accounted for in accordance with the Uniform Grant and Contract Management Standards and the Administrative Guide.

GRANTEE REQUEST FOR FUNDS

All Grantee request for funds shall be submitted to ABTPA in accordance with the instructions provided by ABTPA and shall be in the form required by ABTPA. Requests for funds will not be honored until all special conditions outlined on the Statement of Grant Award and action required on the part of the grantee have been satisfied.

GRANT ADJUSTMENTS

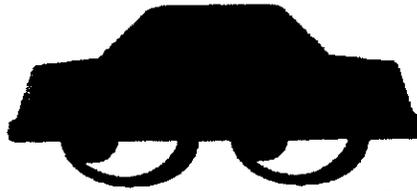
Grantee shall submit written requests for grant adjustments, as required by the applicable ABTPA Rule contained in the Grant Administrative Guide for this specific program fund.

Special Conditions and Requirements:

Non-Supplanting Certification

7/11/2013

Chad Criswell



Watch Your Car

TEXAS AUTO BURGLARY & THEFT PREVENTION AUTHORITY

Texas Automobile Burglary and Theft Prevention Authority Approved Budget Summary

Grant Number: 2014-T01-Galvesto-00035
Grantee: Galveston County
Project Title: Galveston County Auto Crimes Task Force
Grante Period: 09/01/2013 to 08/31/2014
Funding Source: Auto Burglary and Theft Prevention Authority

Region:
Date: 7/11/2013

	ABTPA	Cash Match	In-Kind	TOTAL
A. Personnel	\$413,779.00	\$60,435.00	\$0.00	\$474,214.00
A. Fringe	\$0.00	\$164,421.00	\$0.00	\$164,421.00
B. Contractual	\$0.00	\$0.00	\$8,820.00	\$8,820.00
C. Travel	\$10,000.00	\$2,000.00	\$0.00	\$12,000.00
D. Equipment	\$0.00	\$0.00	\$0.00	\$0.00
E. Supplies & DOE	\$45,000.00	\$88,160.00	\$2,500.00	\$135,660.00
F. Indirect Funds				\$0.00
Totals	\$468,779.00	\$315,016.00	\$11,320.00	\$795,115.00

AGENDA ITEM #28.e.

TEXAS DEPARTMENT OF PUBLIC SAFETY

5805 N LAMAR BLVD • BOX 4087 • AUSTIN, TEXAS 78773-0001
512/424-2000

www.dps.texas.gov



STEVEN C. McCRAW
DIRECTOR
DAVID G. BAKER
CHERYL MacBRIDE
DEPUTY DIRECTORS



COMMISSION
A. CYNTHIA LEON, CHAIR
CARIN MARCY BARTH
ADA BROWN
ALLAN B. POLUNSKY
RANDY WATSON

July 16, 2013

Ms Cynthia Pagan
Galveston County LEPC Grant Manager
722 Moody
Galveston, TX 77550

Dear Ms. Pagan,

The State Emergency Response Commission Planning Committee has met and has allocated GY13/14 Hazardous Material Emergency Preparedness funds for your Local Emergency Planning Committee.

There was considerable competition this year and not all the LEPCs received the allocation they sought. However, we believe that the allocation is fair and will generate the best results possible.

Here are the results for your LEPC:

LEPC	Award	Match	Total
Galveston County	\$38,000.00	\$9,500.00	\$47,500.00

Please contact Donald A. Loucks, the Hazardous Material Emergency Preparedness Officer with any questions you may have (512) 424-5985 or donald.loucks@dps.texas.gov.

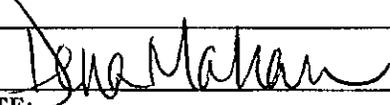
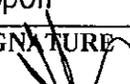
We appreciate your interest in the HMEP Planning Grant and hope that your participation in this coming year will be rewarding for your community.

Sincerely,

W. N. Kidd, CEM®
Assistant Director
Texas Department of Public Safety
Chief
Texas Division of Emergency Management

WNK:dal

**APPLICATION FORM- Due July 1, 2013 to TDEM
HMEP Application Coversheet for FY 2014 grant year**

1. APPLICANT INFORMATION		PLEASE TYPE ALL INFORMATION	
a. Legal Name of LEPC county or city: Galveston County LEPC		Geographic area covered/Project Title: Galveston County, Texas	
b. Name of Grant Manager: Cynthia Pagan		Address: 722 Moody Galveston, TX 77550 e-mail address: cynthia.pagan@co.galveston.tx.us	
Telephone: 409-770-5355			
Fax: 888-534-5407			
c. Name of person writing final summary letter: Dena Mahan		Address: 601 2nd St. League City, TX 77573 e-mail address: dena.mahan@leaguecity.com	
Telephone: 281-554-1303			
Fax: 281-554-1304			
d. Name of person who will administer funds ¹ : David Popoff		Address: 1353 FM 646 W. # 201 Dickinson, TX 77539 e-mail address: david.popoff@co.galveston.tx.us	
Telephone: 281-309-5002			
Fax: 888-534-5607			
e. County or City's Vendor Identification Number: 74-6000908			
2. CERTIFICATION			
To the best of my knowledge and belief, all information in this application is true and correct. The document has been duly authorized by the [county judge, mayor, city manager] and a majority vote of the Local Emergency Planning Committee. The County/City of <u>Galveston County</u> will serve as fiscal agent for the project and comply with all contractual obligations if assistance is provided.			
NAME OF LEPC CHAIR: Dena Mahan		SIGNATURE 	
TELEPHONE: 281-554-1303		DATE: 7/1/13	
FAX:			
NAME OF AUTHORIZED FISCAL AGENT ² : David Popoff			
TITLE: EMC		SIGNATURE 	
TELEPHONE: 281-309-5002		DATE: 7/1/13	
FAX:			

¹ This cannot be the LEPC Chair or grant manager. Must be a member of the authorized fiscal agent.

² This is the county or city fiscal agent that will manage of any and all monies awarded under this grant.

Instructions for completing these application forms

Field Name	Description of Information Required
Applicant	The full name of the organization.
Geographic/Project Title	Area covered and brief title of project.
Manager Mailing Address	The address for correspondence and reimbursement checks.
Project Manager, Title, Phone, and e-mail address	The person in the organization who is responsible for the daily implementation of the project.
Certification	Signature of the person in the organization with the ultimate responsibility for the project and who has the legal authority to speak for the applicant.

DESIGNATION STATEMENT

Applicant Galveston County LEPC Date 7/1/13

Project Title Commodity Flow Study

Mailing Address 1353 FM 646 W Suite 201 Dickinson, TX 77539

Project Manager David Popoff Phone 281-309-5002

Title EMC E-Mail Address: david.popoff@co.galveston.tx.us

Financial Officer* Cynthia Pagan Phone 409-770-5355

Title Grants Manager

Total Project Budget: \$ \$58,150 (100%)

HMEP Share: \$ \$46,400 (80%)

Local Share: \$ \$11,750 (20%)

*FINANCIAL OFFICER CANNOT BE THE PROJECT MANAGER

CERTIFICATION

I certify that I have the legal authority to make a commitment to the project on behalf of the applicant and that the project manager indicated above has the responsibility for the daily implementation of the proposed project.

I certify that I am duly authorized to act on behalf of the recipient organization and the recipient agrees with the requirements of the "Offer and Acceptance" clause, and that the award is subject to the applicable provisions of 49 CFR § 110 et seq., 49 CFR Part 18, and of the provisions of TDEM Assistance Agreement Contract.

I certify that the financial manager indicated above has the responsibility for the fiscal management of the grant and has the legal authority to certify all financial status reports, invoices and requests for payments that will be submitted.

I certify that the information in the attach application is true to the best of my knowledge. By submitting this application, I am making a commitment to the proposed project, budget, match share and scope of work (Project Narrative and Work Schedule and Deliverables).

[Signature] EMC 7/1/13
Project Manager (print/signature) Title Date

Instructions for completing designation statement

Field Name	Description of Information Required
Applicant	The full name of the organization or person (Authorized Agent).
Date	Date of submittal of application package.
Project Title	A brief title of project.
Mailing Address	The address for correspondence and reimbursement checks.
Project Manager, Title, Phone, and e-mail address	The person in the organization who is responsible for the daily implementation of the project. Must sign and complete the Reimbursement Request Form and Quarterly Performance Report.
Financial Officer, Title and Phone	The person responsible for the fiscal management of the grant. This person must certify all financial status reports, invoices, and requests for payment submitted. The financial officer cannot be the Project Manager and cannot complete Reimbursement Request Forms (no exceptions).
HMEP Funds Requested	The amount of HMEP funds being requested.
Match Contribution	A minimum 20% match to the amount of HMEP funds requested. Can be a soft match.
Certification	Signature of the person in the organization with the ultimate responsibility for the project and who has the legal authority to speak for the applicant.

PROJECT NARRATIVE (must be completely outlined, use additional paper if necessary)

Applicant/ Local Government: Galveston County LEPC

Project Title: Commodity Flow Study

Background and Geographic Area Information

Local Emergency Planning Committees (LEPCs) use information from hazardous materials commodity flow studies (HMCFS) to plan for incident prevention, protection, response, and recovery. The last HMCFS for Galveston County was completed in 2002. Since that time, Galveston County has grown by 20 percent according to U.S. Census data, increasing population exposure to hazardous materials transport.

Galveston County is located south of Houston and is part of the Houston-Galveston metropolitan area. The population served by the LEPC is approximately 300,000, and the total land area served by the LEPC is approximately 400 square miles (area covered by water is another 475 square miles). Communities include the cities of Bayou Vista, Clear Lake Shores, Dickinson, Friendswood, Galveston, Hitchcock, Jamaica Beach, Kemah, La Marque, League City, Santa Fe, Texas City and the Village of Tiki Island. Galveston County has extremely heavy truck traffic along I-45 through the county. Other truck traffic corridors include Texas Highway 146, Texas Highway 3, Texas Highway 6, Texas Highway 275 (at Broadway/51st on Galveston Island), and FM 1764. Two Class I railroads, BNSF and Union Pacific Railroad, traverse the study area. Galveston County also has numerous pipelines that flow to and from the hundreds of industrial facilities in Galveston County, along the Houston Ship Channel, and Brazoria County.

Major Project Objectives

- Identify and map major road, rail, and pipeline hazardous materials corridors
- Identify the number of hazardous materials trucks, railcars, and pipelines surveyed for the study period
- Determine primary hazard classes transported through the county
- Determine peak transportation days and times
- Identify truck, railcar, and pipeline types used for hazardous materials transport
- Provide guidance to emergency responders and managers relative to hazardous materials present in the county
- Identify potential chemical "targets of opportunity" that could be readily weaponized and utilized as chemical weapons
- Assess the potential impact of hazardous commodity releases, should they occur, along studied routes (to be completed by Galveston County staff and LEPC members after the report is complete)

A HMCFS provides a fact basis for many different emergency and community planning applications. LEPCs can use information obtained by the study to help raise awareness of the public and elected officials about hazmat risks, identify training and exercise scenarios, plan for protective actions (shelter-in-place, evacuation, etc.), evaluate equipment and supply needs, conduct hazard and vulnerability assessments, and designate hazardous materials transportation routes. Results from the study can also be used in the development of a Threat and Hazard Identification and Risk Assessment (THIRA) for the county. The study results will be made available to county stakeholders including local jurisdictions' fire, police, and EMS departments, school districts, the Galveston County Health District, hospitals, and others that may benefit from the information.

Tasks and Major Milestones

On following page

WORK SCHEDULE AND DELIVERABLES

Applicant Galveston County LEPC

Project Title Commodity Flow Study

Project Activities, Tasks, And Deliverables	MONTHLY PROGRESS SCHEDULE											
	1	2	3	4	5	6	7	8	9	10	11	12
1. Briefing and kickoff meeting	X	X										
2. Site reconnaissance		X										
3. Train data collectors		X	X	X								
3A. Quarterly progress report			X									
4. Collect data			X	X	X	X	X	X				
5. Process and analyze data					X	X	X	X	X	X		
5A. Quarterly progress report						X						
6. Document results									X	X	X	
6A. Quarterly progress report									X			
7. Present results												X
7A. Closeout and quarterly progress report												X

BUDGET SHEET (must be fully completed)

Applicant (local government) Galveston County LEPC

Project Title Commodity Flow Study

	HMEP SHARE	MATCH SHARE	TOTAL COSTS
PERSONNEL SERVICES			
Salaries and Wages		\$8,150	\$8,150
OPERATING EXPENSES			
Travel			
Office Supplies			
Facility Rental			
Communications			
Printing			
Postage			
Other Direct Expenses			
SUBTOTAL		\$8,150	\$8,150
PROFESSIONAL SERVICES			
Professional/Consultant	\$47,000	\$3,600	\$50,600
TOTAL COSTS	\$47,000	\$11,750	\$58,150

**Note: No Overtime or Call Backs
 No Equipment Purchases
 No Software with the exception of CAMEO.**

Instruction for completing the budget sheet

Field Name	Description of Information Required
Applicant	The full name of the organization or person.
Project Title	A brief title of project.
Personnel Services	Included in personnel services are the salaries and wages for wage-earning personnel employed by the applicant, who will be working on the project. These types of costs for a third party are to be indicated under Professional Consultant Services. Grant recipients are required to keep up to date time charge records for the project for the duration of the grant.
Salaries and Wages	Includes the salaries and wages calculated by multiplying the number of person-time-periods (months, day, hours) for each applicant employee (whether permanent, seasonal, temporary, etc.) by the appropriate monthly salary, or daily or hourly wage. For example, a typist needed at 33 percent participation (or one third time) for six months will work for two person months. If the typist earns a salary of \$800 per month, the total salary added to the project is: 2 months x \$800 per month = \$1600. No funds may be used to pay overtime.
Operating Expenses	These include any charges and travel costs necessary for the completion of the project, plus any other operational costs. The grant recipient will be required to keep an up to date inventory of all operation expenses associated with the proposed project. The operating expenses line items require brief written justifications describing the need for these items, how the dollar amounts were derived and how the items will be used for the project.
Travel	Includes the cost of transportation, subsistence, and other associated costs incurred by applicant personnel that are directly related to the project. (Note: All non-governmental organized work shall be submitted under Professional Services).
Office Supplies	Includes all supplies generally attributed to an office, which are necessary for the completion of the project.
Facility Rental	Includes all bids and invoices for facility rental expenses, which are necessary for the completion of the project. No food charges are to be included with facility rental bids or charges.
Communication	Includes all telephone, fax, etc. charges necessary for the completion of the project. A breakdown must be provided to justify the relation of these charges to the project.
Printing	Includes all printing and reproduction charges, developed as a result of the project. Direct and indirect costs of printing and reproduction of printed materials shall be included, but must be relevant to the project.
Postage	Includes all types of postage necessary for the completion of the project.
Other Direct Expenses	Includes all costs not specially mentioned above. These costs must not be duplicated in other budget items. No funds may be used for the purchase of Equipment, no exceptions.

Professional Services	<p>These expenses include the total costs for any subcontractors needed by the applicant to undertake the activities specified in the Scope of Work. These costs must be itemized showing travel, equipment, general operating expenses, salaries, and other costs. The applicant will assume full responsibility for the actual subcontracting process, liability, and responsibility for completion of the project as described in the Scope of Work. (Note: All non-government organized work shall be submitted under Professional Services) no exceptions.</p>
Match Share	<p>Match share is the dollar amount to be provided by the applicant during the term of the grant. When estimating costs, the applicant must indicate the total cost for the project, and then subtract the amount eligible for grant funding. The amount left over is the required 20% Match Share. The Match Share must be actual cost to the grant recipient of matching services. Each budget subtotal line item shall show actual dollars spent for the calculated dollar value for the matching services as the Match Share contribution from the grant recipient. The Match Share may be contributed in any or all of the budget line item categories. For example, \$400 worth of personnel services, or a combination of \$200 of personnel services plus \$200 of operating expenses, or a different distribution that totals \$400 would be equally acceptable.</p>

**Texas Division of Emergency Management
Department of Public Safety**

Grant Assurances for the Hazardous Materials Emergency Preparedness Grant

Name of Applicant: Galveston County LEPC
Address: 1353 FM 646 West Suite 201
City: Dickinson State: TX Zip Code: 77539
Telephone Number: (281) 281-309-5002 Fax Number: (888) 534-5607
E-Mail Address: david.popoff@co.galveston.tx.us Cell Phone: 832 340-0298

As the duly authorized representative of the applicant, I certify that the applicant named above:

1. Has the legal authority to apply for federal assistance, and has the institutional, managerial and financial capability to ensure proper planning, management and completion of the Hazardous Materials Emergency Preparedness Grant.
2. Will assure that grant funds are only used for allowable, fair, and reasonable costs.
3. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or awarding agency directives.
4. Will provide progress reports and such other information as may be required by the awarding agency.
5. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
6. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain for themselves or others, particularly those with whom they have family, business or other ties.
7. Will comply, if applicable, with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead based paint in construction or rehabilitation of residence structures.

8. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended, which prohibits discrimination on the basis of race, color or national origin;
 - b. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex;
 - c. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794) which prohibits discrimination on the basis of handicaps;
 - d. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107) which prohibits discrimination on the basis of age;
 - e. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255) as amended, relating to nondiscrimination on the basis of drug abuse;
 - f. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;
 - g. §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 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. Title 49, Code of Federal Regulations, Parts 21 and 27;
 - j. Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made, and
 - k. The requirements on any other nondiscrimination statute(s), which may apply to the application.
9. Will comply, if applicable, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interested in real property acquired for project purposes regardless of federal participation in purchases.
10. Will comply, if applicable, with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply, if applicable, with environmental standards which may be prescribed pursuant to the following:
 - a. institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - b. notification of violating facilities pursuant to EO 11738;
 - c. protection of wetlands pursuant to EO 11990;
 - d. evaluation of flood hazards in floodplains in accordance with EO 11988;
 - e. assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

- f. conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. § 7401 et seq.);
 - g. protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended, (P.L. 93-523); and
 - h. Protection of endangered species under the Endangered Species Act of 1973, as amended, (P.L. 93-205).
12. Will comply, if applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance, if applicable, with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and preservation of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-1 et seq).
 14. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. Sections 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
 15. Will comply with provisions of the Hatch Act (5 U.S.C. Sections 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.
 16. Will comply, if applicable, with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 17. Will comply, if applicable, with the Laboratory Animal Welfare Act of 1966 (P. L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 18. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. Section 276a to 276a-7), the Copeland Act (40 U.S.C. Section 276c and 18 U.S.C. Sections 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. Sections 327-333), regarding labor standards for federally assisted construction sub agreements.
 19. Will not make any award or permit any award (sub grant or contract) to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 and 12689, "Debarment and Suspension."

20. Agrees that:

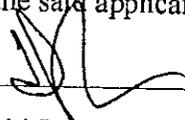
- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b. If any other funds than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or an employee of Congress, or employee of a Member of Congress in connection with the federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers including sub grants, contracts under grants and cooperative agreements, and subcontract(s) and that all sub recipients shall certify and disclose accordingly.
- d. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

21. Agrees that funds awarded under this grant will be used to supplement existing funds for program activities, and will not supplant (replace) non-federal funds.

22. Will comply with all applicable Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars A-87, a-102, and A-133, Title 49, Code of Federal Regulations, and any other Federal laws or regulations that are applicable to this grant.

23. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

The undersigned represents that he/she is authorized by the above named applicant to enter into this agreement for and on behalf of the said applicant.

Signature of Project Manager:  _____

Printed Name Project Manager: David Popoff

Title: EMC Date: 7/1/13

AGENDA ITEM #28.f.1.

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), Gila N. Altman (HOMEOWNER), and Expert House Movers (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 16 WINDSONG LN., FRIENDSWOOD, TX 77546 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: evaluationprogram@co.galveston.tx.us

CONTRACTOR:

Name of Company: Expert House Movers
Name of Designated contact person: John Matyko
Address: P.O. Box 10
Foristell MO 63348
Telephone: 636.463.1266
Email: John@experthousemovers.com

HOMEOWNER: Gila N. Altman

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: Gila N. Altman

HOMEOWNER'S contact: Gila N. Altman*
Address of Homeowner: 16 Windsong Ln
Friendswood, TX 77456
Telephone: 281-648-8170,

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	\$327,125.00
d. NON-ELEVATION COSTS**	\$1,266.00 0.00
e. TEMPORARY HOUSING, if applicable***	\$2,296.00
f. ICC Claim Processing Fee****	\$TBD
Total Budgeted PROJECT HARD COSTS:	\$337,687.00 336,421.00
2. PROJECT HARD COSTS:	
a. <u>Total Due from HOMEOWNER:</u>	
10% of Preparation and Presentation of MITIGATION OFFER*	\$350.00
10% of Project Management*	\$350.00
10% of ELEVATION CONTRACT AMOUNT	\$32,712.50
100% of NON-ELEVATION COSTS (paid separately)**	\$1,266.00 NONE
TEMPORARY HOUSING, if applicable (reimbursed 90%)***	\$0.00
10% of ICC claim processing fee (\$100), if applicable****	\$TBD
b. <u>Federal Share (90% of grant eligible costs):</u>	
90% of Preparation and Presentation of MITIGATION OFFER*	\$3,150.00
90% of Project Management	\$3,150.00
90% of ELEVATION CONTRACT AMOUNT	\$294,412.50
00% of NON-ELEVATION COSTS**	\$00.00
90% reimbursement of TEMPORARY HOUSING, if applicable***	\$2,066.40
90% of ICC claim processing fee (\$900), if applicable****	\$TBD
c. Total PROJECT HARD COSTS:	\$337,687.00 336,421.00

*, **, ***, and **** are described below:

* \$350 was paid by HOMEOWNER prior to presentation of MITIGATION OFFER and is HOMEOWNER'S 10% match of the \$3,500.00 fee for preparation and presentation of MITIGATION OFFER. \$350 was paid by HOMEOWNER at time of signing this AGREEMENT and is HOMEOWNER'S 10% match of the \$3,500.00 Project Management cost.

**** Non-elevation construction is pursuant to a separate agreement between HOMEOWNER and CONTRACTOR. A copy of such agreement covering non-elevation is attached hereto as Exhibit G for informational purposes.**

***** TEMPORARY HOUSING is on a reimbursement basis (at 90% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING reimbursement is not known at the time of signing the MITIGATION OFFER and this AGREEMENT as it is on a reimbursement basis. TEMPORARY HOUSING estimated by CONTRACTOR in PLANS AND SPECIFICATIONS (Exhibit A) is used herein for COUNTY budgetary matters associated with this SRL Program. TEMPORARY HOUSING costs, when eligible for reimbursement and actually incurred by HOMEOWNER, shall be submitted by HOMEOWNER to COUNTY for reimbursement in accordance with Article V, Section C of this AGREEMENT. Subsequent to reimbursement, COUNTY shall reconcile to determine PROJECT HARD COSTS for grant administration requirements.**

****** ICC claim processing fee will only be charged if an ICC claim is processed by COUNTY. Eligible HOMEOWNER 10% LOCAL SHARE AMOUNT (\$100.00) will be withheld from ICC funds received by COUNTY when disbursed to HOMEOWNER.**

B. Payments to CONTRACTOR/Draw Schedule:

1. In the event that CONTRACTOR has obtained a BOND, CONTRACTOR shall be entitled to request up to four (4) disbursements from the ELEVATION CONTRACT AMOUNT after completion of each phase of work and submitting the following documentation.
2. The schedules for disbursements of draw requests are set forth as follows:
 - a. **Phase 1 Pre-elevation/mobilization - 30% of the total ELEVATION CONTRACT AMOUNT upon receipt of inspector's report plus the submittal of the following:**
 1. Foundation inspection is required;
 2. CONTRACTOR Request for Payment Form;
 3. CONTRACTOR itemized invoice;
 4. Progress Inspection Report Form;
 - a.) Engineering feasibility letter
 - b.) Initial elevation certificate
 - c.) Project PLANS AND SPECIFICATIONS (Exhibit A)
 - d.) Project timetable
 - e.) Copies of requisite permits
 - f.) Copy of fully executed Tri-party AGREEMENT
 5. Pre-elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
 6. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
 7. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
 - b. **Phase 2 Raised, ready to set, building department inspections – second 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 60% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:**
 1. CONTRACTOR Request for Payment Form;
 2. CONTRACTOR itemized invoice;
 3. Progress Inspection Report Form;
 - a.) Engineering concurrence
 - b.) Concurrence as to 60% completion
 - c.) Copies of requisite permits
 - d.) TWIA compliance
 - e.) Grant compliance
 - f.) HOMEOWNER acceptance

4. Phase 2 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
 5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
 6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
- c. **Phase 3 Structure elevated to design height, foundation installed, mechanicals reconnected - 30% of the total ELEVATION CONTRACT AMOUNT**, provided that at least 90% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
1. CONTRACTOR Request for Payment Form;
 2. CONTRACTOR itemized invoice;
 3. Progress Inspection Report Form;
 - a.) Engineering concurrence
 - b.) Concurrence as to 90% completion
 - c.) TWIA compliance
 - d.) ADA compliance (if required)
 - e.) Grant compliance
 - f.) HOMEOWNER acceptance
 4. Phase 3 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
 5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
 6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
- d. **Phase 4 Final Inspection, occupancy certificate, all grant requirements met - 10% of the total ELEVATION CONTRACT AMOUNT**, provided that the elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
1. CONTRACTOR Request for Payment Form;
 2. Final CONTRACTOR itemized invoice;
 3. Final Inspection Form;
 4. Post Elevation - Elevation Certificate (FEMA Form 086-0-33), a blank FEMA Form 086-0-33 with its instructions is attached hereto as Exhibit H;
 5. Certificate of occupancy;
 6. New survey (if required);
 7. Signed and notarized Lien Waiver Affidavit CONTRACTOR (**Final**) Form;
 8. Signed and notarized Lien Waiver Affidavit Subcontractor (**Final**) Form;
 9. Copy of CONTRACTOR Warranties that have been signed by HOMEOWNER (please refer to Article VI(T) on page 13 of this AGREEMENT);
 10. HOMEOWNER acceptance;
 11. Grant compliance reconciliation (if non-grant work was also performed); and
 12. Final elevation photographs – minimum of three (3) views each of front and each side to show all four exterior walls and an adequate number of pictures for the interior.
3. **Withholding Payment to CONTRACTOR: COUNTY shall be entitled to withhold payment to CONTRACTOR while any of the following conditions exist:**
- a. The location, installation or elevation of the IMPROVEMENTS violates or interferes with any applicable recorded instrument or governmental regulation affecting the PROPERTY;
 - b. CONTRACTOR makes a material misrepresentation in the Request for Payment; and/or
 - c. Notice of a claim or lien on the PROPERTY has been received in connection with the elevation, repair or installation of the IMPROVEMENTS, and has not been released.

ARTICLE V. HOMEOWNER'S OBLIGATIONS

- A. **HOMEOWNER's Portion of the ELEVATION CONTRACT AMOUNT: HOMEOWNER must pay the total of the LOCAL SHARE AMOUNT in the form of a check made payable to GALVESTON COUNTY at the time of signing this**

AGREEMENT. Eligible HOMEOWNERS may receive a refund up to the full LOCAL SHARE AMOUNT through an ICC claim. HOMEOWNER may receive ninety-percent (90%) reimbursement for eligible TEMPORARY HOUSING costs incurred by HOMEOWNER, as eligible TEMPORARY HOUSING costs are allowable PROJECT HARD COSTS in the SRL Program.

- B. Taxes: HOMEOWNER will pay all real estate taxes and assessments of every kind on the PROPERTY before the same become delinquent, and GALVESTON COUNTY may at any time require HOMEOWNER to provide evidence that taxes have been paid current. Property taxes may be paid current, be deferred or HOMEOWNER must be current on a payment plan with the Galveston County Tax Assessor and Collector in order to avoid any delinquency.
- C. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the elevation construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within ___ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER (90%) if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work. Finally, costs incurred by HOMEOWNER for such TEMPORARY HOUSING that are reimbursable to HOMEOWNER 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 ~~7~~¹⁰ 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 as 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:

William Hobson Project Manager

Signature and Title

William Hobson Project Manager

Printed Name and Title of person signing for CONTRACTOR

William Hobson 8/14/13

Date Signed

HOMEOWNER (ALL PERSONS WITH OWNERSHIP INTEREST MUST SIGN):

Carla Alfaro

Signature of Homeowner

Aug. 14, 2013

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



Elevation Proposal For Galveston County SRL Grant

A STRUCTURAL MOVING TRADITION

Date 8/6/2013
Customer Gilla Altman
Address 16 Windsong
City State Zip Friendswood TX
Contract Amount \$ **327,125.00**

Garage SF 440
House SF 3857
Type Monolithic Slab Elevation
Zone AE29/.02 Flood Hazard
Slab 29"
Free Board 24"
Elevate 24" **Slab Separ**

	Obtain engineered drawings, TWIA Submittals, all three elevation certificates and required inspections	\$	10,175.00
	Site prep, which includes removal of decks, concrete, landscaping, gates, fencing, homeowner items, home inspection, precon and site mobilization	\$	8,594.00
4297	Raise the above named residence to satisfy program BFE plus local free board requirements	\$	77,346.00
95	Tunneling/Excavating/ and install new sets pilings pushed to designed depth and space, removal of unsuitable soils, backfill will clean engineered fill per engineer requirement and EHM warranty.	\$	90,250.00
402	Excavate under the exterior and interior load bearing supports of the residence and pour approximately LF of continuous steel reinforced concrete foundation measuring 24" inches wide by 12" inches thick. Concrete will be steel reinforced per engineer design	\$	22,110.00
N/A	Install linear feet of steel I-beams for stabilization per engineer design		
402	Install Linear feet of Split Face CMU block wall, including vents and access panel to meet TWIA, cell grouted solid with steel reinforced per engineer design	\$	24,120.00
18	Install 12 x 12" interior columns and filled solid with concrete per engineer design	\$	7,200.00
	Disconnect and reconnect/repair water, sewer, gas and electrical as required by local building agencies	\$	12,891.00
1	Disconnect, raise and reconnect A/C.	\$	2,590.00
	Lower/Raise electric meter (after elevation) to required height.	\$	3,755.00
4x4	Install landings, staircases to meet minimum building code requirements	\$	3,475.00
4x7	Install landings, staircases to meet minimum building code requirements	\$	4,475.00
4x10	Install landings, staircases to meet minimum building code requirements	\$	5,485.00
	Install landings, staircases to meet minimum building code requirements		
6	Loads of Top Soil	\$	3,000.00
18	Hours Grading to grade for proper drainage	\$	1,530.00
20	Pallets of Sod Labor and installaton	\$	6,000.00
	Replace existing landscaping removed or damaged during elevation,	\$	2,000.00
400	Repair any driveways, carport or sidewalks damaged during elevation.	\$	2,800.00
	Remove all trash and rubbish off site and general labor	\$	13,085.00
	Bonding	\$	9,813.75
	Insurance	\$	6,542.50
	Sub Total	\$	317,237.25
	Supervision	\$	9,887.75

Eligible Elevation Cost \$ **327,125.00**

Relocation Cost Eligible
 90 Relocation allowance at \$82.00 per day \$ 7,380.00

Exhibit B:

**County of Galveston/SRL Elevation Program
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS**

Proposer: William J. Hobson

Date of Certification: 8/14/13

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]
Signature

William J. Hobson Project Manager
Printed name and title of person signing above for Proposer

Sworn to and Subscribed before me on
this 14th day of August, 2013.

Alecia Holmes
Notary Public in and for the State of Texas

My commission expires: February 19, 2016

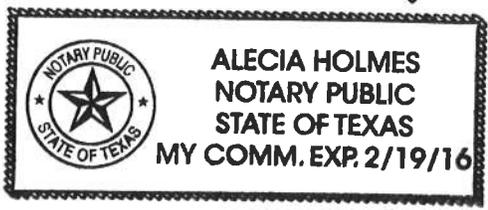


Exhibit C

MITIGATION OFFER/Declination Notice specific to this PROPERTY

**Severe Repetitive Loss (SRL) Pilot Program
Final Mitigation Offer**

Grantee [State/Territory/Tribe]: Texas Water Development Board

Subgrantee: Galveston County

Property Owner(s): GILA N. ALTMAN

Property Address: 16 WINDSONG LN, FRIENDSWOOD, TX

NFIP Policy Number:

Repetitive Loss Number:

This documents the formal Mitigation Offer of Assistance for the SRL program.

1. A mitigation grant has been awarded to Galveston County TX that includes your SRL property.
2. The SRL program is a voluntary program. Neither the State of Texas nor Galveston County will use their power of eminent domain to acquire your property for open space purposes if you choose not to participate or if negotiations fail.
3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected consistent with the federal Privacy Act and similar State and local laws and ordinances.
4. The estimated amounts in the Consultation Agreement are finalized in the Mitigation Offer below.
5. The Final Mitigation Offer is provided to you for **Elevation**. Galveston County will complete Section A. for property acquisition or Section B. for mitigation activities other than acquisition.

Section A. Property Acquisition

In order to receive pre-event market value for your property, you sign here to document your eligibility to receive that amount; otherwise, you will receive a Mitigation Offer based on appropriate purchase offer methodology (i.e. current market value, outstanding loans, original purchase price):

“I certify that I am a National of the United States or a qualified alien.”

Elevation – N/A

Signature of SRL Property Owner(s)

Date

Signature of SRL Property Owner(s)

Date

Your Final Mitigation Offer is based on adjusting the valuation of your purchase offer of \$0.00 by applicable additions (e.g. supplemental housing payments) of \$0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of \$0.00. The methodology used to calculate your property value (i.e. pre-event market value, current market value, outstanding loans, original purchase price) was \$0.00.

Final Mitigation Offer: N/A

N/A

Federal / non-Federal Cost Share (75 / 25 or 90 / 10):

Cost borne by property owner: N/A

For any property potentially eligible for ICC under the SRL ICC pilot program, the homeowner will assign to the County the right to file an ICC claim (using the Assignment of Coverage D claim). The County will then file an ICC claim for an amount up to the covered ICC benefits to fulfill that portion of the minimum non-federal match for which the policyholder is responsible. Any ICC claim payment received will be reimbursed directly to the homeowner. This amount, not to exceed \$30,000 is shown above as, "*Cost borne by property owner*".

You are accountable for maintenance and insurance requirements for the property during the mitigation project (i.e., maintaining flood insurance through property transfer).

Your additional responsibilities may include, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County and Texas Water Development Board grant and contract requirements, and other programmatic requirements e.g., timelines for vacating the property and as specified below by Galveston County.

At this time you must sign the attached Statement of Voluntary Participation.

Section B. For Mitigation Activities Other than Acquisition

Your Final Mitigation Offer amount is based on adjusting the cost of the mitigation activity of \$336,421.00 by applicable additions of \$0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of \$0.00.

Final Mitigation Offer: \$336,421.00

Federal / non-Federal Cost Share (75 / 25 or 90 / 10): 90%/10%

Cost borne by property owner: \$33,642.10 - 10% of Final Mitigation Offer Amount.

You are accountable for maintenance and insurance requirements for the property during and after the mitigation project implementation (i.e., maintaining flood insurance on your property).

Your additional responsibilities may include securing a contractor, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County grant and contract requirements, and other programmatic requirements as specified below by the Galveston County.

Fully Executed Tri-Party Agreement is incorporated here by reference

You must sign the attached Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area for elevation, mitigation reconstruction, or dry floodproofing activities.

- 6. All holders of recorded interest in the property have been notified of the final mitigation offer. The holders of recorded interest are:

The local government and property owner will initial and date below to document each meeting related to the Mitigation Offer.

<u>X Carla Alamo</u>	<u>BR</u>	<u>8/14/2013</u>
Homeowner(s)	Local Government Official(s)	Date

_____	_____	_____
Homeowner(s)	Local Government Official(s)	Date

_____	_____	_____
Homeowner(s)	Local Government Official(s)	Date

Accepting or Declining the Mitigation Offer

You have 45 days from the date of the Mitigation Offer Letter to accept or decline the mitigation offer of assistance by signing the appropriate section below and returning it to [City/County] in the attached envelope or in person at [City/County address]. Failure to respond to the Mitigation Offer within 45 days of the date on this Mitigation Offer constitutes declining the Mitigation Offer.

1. You may request in writing that the Regional Administrator extend your the period of time to consider the mitigation offer beyond 45 days. In your letter you must explain the extenuating circumstances. This request must be submitted before the expiration of the 45 day time period.
2. If you decline the Mitigation Offer made under the SRL program, your property will be subject to an increased flood insurance premium rate. Generally, this increase will occur upon renewal of the insurance policy. You will receive a separate Notice of NFIP Insurance Premium Rate Increase from FEMA.
3. If you decline the Mitigation Offer, you retain the right to appeal the increased flood insurance premium rate only in certain circumstances in accordance with 44 CFR Part 79.7 (d).

This offer of mitigation assistance remains open and available to you, even if you decline and/or appeal the offer, as long as the SRL program exists and funds are available.

Accepting the Mitigation Offer

Final Mitigation Offer: ~~\$7,000.00~~ \$336,421.00

Mitigation Activity: **Elevation**

I, the property owner, accept this Mitigation Offer

Gulor Alfina
Signature of SRL Property Owner(s) or Authorized Representative(s)

8/14/2013
Date

Signature of SRL Property Owner(s) or Authorized Representative(s)

Date

Signature of [City/County] Representative

Date

NFIP Policy Number: _____

Repetitive Loss Number: _____

RL00038263

Declining the Mitigation Offer

Mitigation Offer Declined: I do not accept this Mitigation Offer of Assistance. I understand that FEMA will notify me of the chargeable insurance premium rate increase for my property. FEMA will issue a Notice of NFIP Insurance Premium Rate Increase to me specifying the effective date of the insurance premium rate increase for my property. Generally, this increase will occur upon renewal of the insurance policy.

In addition, I understand that I have the right to appeal an increase in flood insurance premium rate only in certain circumstances and have received information from the subgrantee on the specific grounds for appeal and that process. Failure to respond to this offer within 45 days constitutes declining the Mitigation Offer of Assistance.

Signature of SRL Property Owner(s) or Authorized Representative(s) Date

Signature of SRL Property Owner(s) or Authorized Representative(s) Date

Signature of County Representative Date

NFIP Policy Number: _____ Repetitive Loss Number: _____

Exhibit D

Subcontracting Guidelines Items When Subcontracting Work Related to Texas Water Development Board Funded Projects

Link to guidelines - http://www.twdb.state.tx.us/about/contract_admin/

STATE AUDITOR CLAUSE

By executing this Elevation Agreement, HOMEOWNER and CONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The HOMEOWNER and CONTRACTOR shall comply with and cooperate in any such investigation or audit. The HOMEOWNER and CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The HOMEOWNER and CONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the HOMEOWNER and CONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

FINANCIAL RECORDS

The HOMEOWNER and CONTRACTOR and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TEXAS WATER DEVELOPMENT BOARD (TWDB). Accounting by the HOMEOWNER and CONTRACTOR and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

OWNERSHIP

The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this Elevation Agreement. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Elevation Agreement and developed by the HOMEOWNER and CONTRACTOR or its contracted parties pursuant to this CONTRACT shall become the joint property of the HOMEOWNER and CONTRACTOR and the TWDB. These materials shall not be copyrighted or patented by the HOMEOWNER and CONTRACTOR or by any consultants involved in this Elevation Agreement unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the HOMEOWNER and CONTRACTOR or its SUB-SUBCONTRACTORS will in no way limit the TWDBs access to or right to request and receive or distribute data and information obtained or developed pursuant to this Elevation Agreement. Any material subject to a TWDB copyright and produced by the HOMEOWNER and CONTRACTOR or TWDB pursuant to this Elevation Agreement may be printed by the HOMEOWNER and CONTRACTOR or the TWDB at their own cost and distributed by either at their discretion. The HOMEOWNER and CONTRACTOR may otherwise utilize such material provided under this Elevation Agreement as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

The HOMEOWNER and CONTRACTOR and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this Elevation agreement.

NO DEBT AGAINST THE STATE

This Elevation Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this Elevation Agreement transcends the biennium in which this Elevation Agreement is entered into, this Elevation Agreement is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

LICENSES, PERMIT, AND INSURANCE

Exhibit E

FEMA Record of Environmental Consideration Special Conditions required on implementation of Projects:

Executive Order 11988 - Floodplains

The applicant is responsible for coordinating with and obtaining the required permissions from the local floodplain administrator prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

Executive Order 11988 - Floodplains

The applicant is responsible for providing the public with the finding and explanation of any final decision that the floodplain is the only practicable alternative at least 15 days prior to initiating work. This notification should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

Executive Order 11990 - Wetlands

The applicant is responsible for proper identification of wetlands and must ensure that there is no net loss of wetlands. The applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) prior to initiating work. The applicant shall comply with all conditions of the required permit. All coordination pertaining to these activities should be documented and copies forwarded to the State and FEMA as part of the permanent project files.

Executive Order 11990 - Wetlands

The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

Endangered Species Act (ESA)

The number of vehicles transiting from the upland areas to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road will be kept to a minimum, and all vehicles must use the same pathway at each location.

Materials and equipment required for the structure elevations will be staged within the confines of the residential lot or in upland areas. Temporary, overnight storage of earth-moving equipment on the beach will not be allowed.

Between March 15 and October 1, educational signs will be developed and displayed in the vicinity of 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, informing the public about nesting sea turtles and what actions should be taken if these species are observed.

Between March 15 and October 1, no work will continue after dark at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, therefore no artificial lighting will be necessary.

Access to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road must be from previously existing access roads originating in upland areas.

Equipment must be properly maintained so that it is not leaking grease or oil on the beaches.

After an elevation project is completed, beach areas disturbed in the vicinity of 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road as a result of elevation work must be restored to pre-construction slope or contours and all ruts will be leveled.

An independent, qualified monitor or monitors will be hired by GALVESTON COUNTY to monitor the structure elevations at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road between March 15 and October 1. The monitor will survey the beach adjacent to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road for the presence of threatened and endangered species before work begins each morning, after work concludes for the day, and periodically throughout the day at such times deemed necessary by the independent monitor.

For work taking place at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533

Jamaica Beach Road between March 15 and October 1, work crews will be required to attend a half-day training session to learn how to recognize and avoid impacts to nesting sea turtles and what actions should be taken if these species are observed.

In the event that a Kemp's 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.

Expert Horse Movers

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?

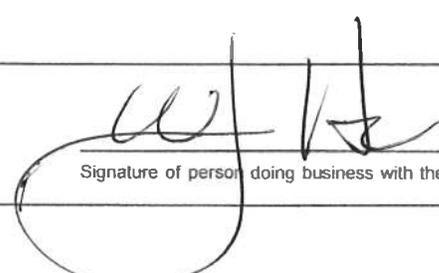
Yes No

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

8/14/13
Date

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



FEMA

NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

AND

INSTRUCTIONS

2012 EDITION

National Flood Insurance Program ELEVATION CERTIFICATE

Paperwork Reduction Act Notice

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

Privacy Act Statement

Authority: Title 44 CFR § 61.7 and 61.8.

Principal Purpose(s): This information is being collected for the primary purpose of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

Routine Use(s): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or the applicant may be subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

Purpose of the Elevation Certificate

The Elevation Certificate is an important administrative tool of the National Flood Insurance Program (NFIP). It is to be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

The Elevation Certificate is required in order to properly rate Post-FIRM buildings, which are buildings constructed after publication of the Flood Insurance Rate Map (FIRM), located in flood insurance Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. The Elevation Certificate is not required for Pre-FIRM buildings unless the building is being rated under the optional Post-FIRM flood insurance rules.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the Federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA or LOMR-F request. Lowest floor and lowest adjacent grade elevations certified by a surveyor or engineer will be required if the certificate is used to support a LOMA or LOMR-F request. A LOMA or LOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 package, whichever is appropriate.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP non-residential buildings can be floodproofed up to or above the Base Flood Elevation (BFE). A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

Additional guidance can be found in FEMA Publication 467-1, Floodplain Management Bulletin: Elevation Certificate, available on FEMA's website at <http://www.fema.gov/library/viewRecord.do?id=1727>.

ELEVATION CERTIFICATE

IMPORTANT: Follow the instructions on pages 1-9.

OMB No. 1660-0008
 Expiration Date: July 31, 2015

SECTION A - PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

A1. Building Owner's Name		Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or R.O. Route and Box No.		Company NAIC Number:
City	State	ZIP Code
A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)		
A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) _____		
A5. Latitude/Longitude: Lat. _____ Long. _____ Horizontal Datum: <input type="checkbox"/> NAD 1927 <input type="checkbox"/> NAD 1983		
A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.		
A7. Building Diagram Number _____		
A8. For a building with a crawlspace or enclosure(s):		A9. For a building with an attached garage:
a) Square footage of crawlspace or enclosure(s) _____ sq ft		a) Square footage of attached garage _____ sq ft
b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____		b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____
c) Total net area of flood openings in A8.b _____ sq in		c) Total net area of flood openings in A9.b _____ sq in
d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No		d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number			B2. County Name			B3. State		
B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)			
B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9: <input type="checkbox"/> FIS Profile <input type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____								
B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____								
B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input type="checkbox"/> No Designation Date: ____ / ____ / ____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA								

SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: Construction Drawings* Building Under Construction* Finished Construction
 *A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: _____ Vertical Datum: _____

Indicate elevation datum used for the elevations in items a) through h) below. NGVD 1929 NAVD 1988 Other/Source: _____
 Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

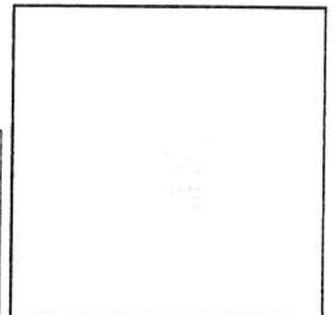
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	_____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
b) Top of the next higher floor	_____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
c) Bottom of the lowest horizontal structural member (V Zones only)	_____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
d) Attached garage (top of slab)	_____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	_____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
f) Lowest adjacent (finished) grade next to building (LAG)	_____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
g) Highest adjacent (finished) grade next to building (HAG)	_____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	_____ . _____	<input type="checkbox"/> feet <input type="checkbox"/> meters

SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

- Check here if comments are provided on back of form. Were latitude and longitude in Section A provided by a licensed land surveyor? Yes No
- Check here if attachments.

Certifier's Name		License Number	
Title	Company Name		
Address	City	State	ZIP Code
Signature	Date	Telephone	



ELEVATION CERTIFICATE, page 2

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE	
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:	
City	State	ZIP Code	Company NAIC Number:	

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments

Signature

Date

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ feet meters above or below the HAG.
- b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ feet meters above or below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ . _____ feet meters above or below the HAG.
- E3. Attached garage (top of slab) is _____ . _____ feet meters above or below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is _____ . _____ feet meters above or below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? Yes No Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address _____ City _____ State _____ ZIP Code _____

Signature _____ Date _____ Telephone _____

Comments

Check here if attachments.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

- G1. The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2. A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3. The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued
-------------------	------------------------	---

G7. This permit has been issued for: New Construction Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____ . _____ feet meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____ . _____ feet meters Datum _____

G10. Community's design flood elevation: _____ . _____ feet meters Datum _____

Local Official's Name _____ Title _____

Community Name _____ Telephone _____

Signature _____ Date _____

Comments

Check here if attachments.

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE	
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or R.O. Route and Box No.			Policy Number:	
City	State	ZIP Code	Company NAIC Number:	

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE	
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:	
City	State	ZIP Code	Company NAIC Number:	

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

Instructions for Completing the Elevation Certificate

The Elevation Certificate is to be completed by a land surveyor, engineer, or architect who is authorized by law to certify elevation information when elevation information is required for Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. Community officials who are authorized by law or ordinance to provide floodplain management information may also complete this form. For Zones AO and A (without BFE), a community official, a property owner, or an owner's representative may provide information on this certificate, unless the elevations are intended for use in supporting a request for a LOMA or LOMR-F. Certified elevations must be included if the purpose of completing the Elevation Certificate is to obtain a LOMA or LOMR-F.

The property owner, the owner's representative, or local official who is authorized by law to administer the community floodplain ordinance can complete Section A and Section B. The partially completed form can then be given to the land surveyor, engineer, or architect to complete Section C. The land surveyor, engineer, or architect should verify the information provided by the property owner or owner's representative to ensure that this certificate is complete.

In Puerto Rico only, elevations for building information and flood hazard information may be entered in meters.

SECTION A – PROPERTY INFORMATION

Items A1–A4. This section identifies the building, its location, and its owner. Enter the name(s) of the building owner(s), the building's complete street address, and the lot and block numbers. If the building's address is different from the owner's address, enter the address of the building being certified. If the address is a rural route or a Post Office box number, enter the lot and block numbers, the tax parcel number, the legal description, or an abbreviated location description based on distance and direction from a fixed point of reference. For the purposes of this certificate, "building" means both a building and a manufactured (mobile) home.

A map may be attached to this certificate to show the location of the building on the property. A tax map, FIRM, or detailed community map is appropriate. If no map is available, provide a sketch of the property location, and the location of the building on the property. Include appropriate landmarks such as nearby roads, intersections, and bodies of water. For building use, indicate whether the building is residential, non-residential, an addition to an existing residential or non-residential building, an accessory building (e.g., garage), or other type of structure. Use the Comments area of the appropriate section if needed, or attach additional comments.

Item A5. Provide latitude and longitude coordinates for the center of the front of the building. Use either decimal degrees (e.g., 39.5043°, -110.7585°) or degrees, minutes, seconds (e.g., 39° 30' 15.5", -110° 45' 30.7") format. If decimal degrees are used, provide coordinates to at least 4 decimal places or better. When using degrees, minutes, seconds, provide seconds to at least 1 decimal place or better. The latitude and longitude coordinates must be accurate within 66 feet. When the latitude and longitude are provided by a surveyor, check the "Yes" box in Section D and indicate the method used to determine the latitude and longitude in the Comments area of Section D. If the Elevation Certificate is being certified by other than a licensed surveyor, engineer, or architect, this information is not required. Provide the type of datum used to obtain the latitude and longitude. FEMA prefers the use of NAD 1983.

Item A6. If the Elevation Certificate is being used to obtain flood insurance through the NFIP, the certifier must provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

Item A7. Select the diagram on pages 7–9 that best represents the building. Then enter the diagram number and use the diagram to identify and determine the appropriate elevations requested in Items C2.a–h. If you are unsure of the correct diagram, select the diagram that most closely resembles the building being certified.

Item A8.a Provide the square footage of the crawlspace or enclosure(s) below the lowest elevated floor of an elevated building with or without permanent flood openings. Take the measurement from the outside of the crawlspace or enclosure(s). Examples of elevated buildings constructed with crawlspace and enclosure(s) are shown in Diagrams 6–9 on pages 8–9. Diagram 2, 4, or 9 should be used for a building constructed with a crawlspace floor that is below the exterior grade on all sides.

Items A8.b–d Enter in Item A8.b the number of permanent flood openings in the crawlspace or enclosure(s) that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. Estimate the total net area of all such permanent flood openings in square inches, excluding any bars, louvers, or other covers of the permanent flood openings, and enter the total in Item A8.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A8.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the crawlspace or enclosure(s) have no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter "0" (zero) in Items A8.b–c.

Item A9.a Provide the square footage of the attached garage with or without permanent flood openings. Take the measurement from the outside of the garage.

Items A9.b–d Enter in Item A9.b the number of permanent flood openings in the attached garage that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. This includes any openings that are in the garage door that are no higher than 1.0 foot above the adjacent grade. Estimate the total net area of all such permanent flood openings in square inches and enter the total in Item A9.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A9.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the garage has no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter "0" (zero) in Items A9.b–c.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Complete the Elevation Certificate on the basis of the FIRM in effect at the time of the certification.

The information for Section B is obtained by reviewing the FIRM panel that includes the building's location. Information about the current FIRM is available from the Federal Emergency Management Agency (FEMA) by calling 1-800-358-9616. If a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR-F) has been issued by FEMA, please provide the letter date and case number in the Comments area of Section D or Section G, as appropriate.

For a building in an area that has been annexed by one community but is shown on another community's FIRM, enter the community name and 6-digit number of the annexing community in Item B1, the name of the county or new county, if necessary, in Item B2, and the FIRM index date for the annexing community in Item B6. Enter information from the actual FIRM panel that shows the building location, even if it is the FIRM for the previous jurisdiction, in Items B4, B5, B7, B8, and B9.

If the map in effect at the time of the building's construction was other than the current FIRM, and you have the past map information pertaining to the building, provide the information in the Comments area of Section D.

Item B1. NFIP Community Name & Community Number. Enter the complete name of the community in which the building is located and the associated 6-digit community number. For a newly incorporated community, use the name and 6-digit number of the new community. Under the NFIP, a "community" is any State or area or political subdivision thereof, or any Indian tribe or authorized native organization, that has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the NFIP Community Status Book, available on FEMA's web site at <http://www.fema.gov/fema/csb.shtm>, or call 1-800-358-9616.

Item B2. County Name. Enter the name of the county or counties in which the community is located. For an unincorporated area of a county, enter "unincorporated area." For an independent city, enter "independent city."

Item B3. State. Enter the 2-letter state abbreviation (for example, VA, TX, CA).

Items B4–B5. Map/Panel Number and Suffix. Enter the 10-character "Map Number" or "Community Panel Number" shown on the FIRM where the building or manufactured (mobile) home is located. For maps in a county-wide format, the sixth character of the "Map Number" is the letter "C" followed by a 4-digit map number. For maps not in a county-wide format, enter the "Community Panel Number" shown on the FIRM.

Item B6. FIRM Index Date. Enter the effective date or the map revised date shown on the FIRM Index.

Item B7. FIRM Panel Effective/Revised Date. Enter the map effective date or the map revised date shown on the FIRM panel. This will be the latest of all dates shown on the map. The current FIRM panel effective date can be determined by calling 1-800-358-9616.

Item B8. Flood Zone(s). Enter the flood zone, or flood zones, in which the building is located. All flood zones containing the letter "A" or "V" are considered Special Flood Hazard Areas. The flood zones are A, AE, A1–A30, V, VE, V1–V30, AH, AO, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. Each flood zone is defined in the legend of the FIRM panel on which it appears.

Item B9. Base Flood Elevation(s). Using the appropriate Flood Insurance Study (FIS) Profile, Floodway Data Table, or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site. If the building is located in more than 1 flood zone in Item B8, list all appropriate BFEs in Item B9. BFEs are shown on a FIRM or FIS Profile for Zones A1–A30, AE, AH, V1–V30, VE, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO; flood depth numbers are shown for Zone AO. Use the AR BFE if the building is located in any of Zones AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. In A or V zones where BFEs are not provided on the FIRM, BFEs may be available from another source. For example, the community may have established BFEs or obtained BFE data from other sources for the building site. For subdivisions and other developments of more than 50 lots or 5 acres, establishment of BFEs is required by the community's floodplain management ordinance. If a BFE is obtained from another source, enter the BFE in Item B9. In an A Zone where BFEs are not available, complete Section E and enter N/A for Section B, Item B9. Enter the BFE to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Item B10. Indicate the source of the BFE that you entered in Item B9. If the BFE is from a source other than FIS Profile, FIRM, or community, describe the source of the BFE.

Item B11. Indicate the elevation datum to which the elevations on the applicable FIRM are referenced as shown on the map legend. The vertical datum is shown in the Map Legend and/or the Notes to Users on the FIRM.

Item B12. Indicate whether the building is located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA). (OPAs are portions of coastal barriers that are owned by Federal, State, or local governments or by certain non-profit organizations and used primarily for natural resources protection.) Federal flood insurance is prohibited in designated CBRS areas or OPAs for buildings or manufactured (mobile) homes built or substantially improved after the date of the CBRS or OPA designation. For the first CBRS designations, that date is October 1, 1983. Information about CBRS areas and OPAs may be obtained on the FEMA web site at <http://www.fema.gov/business/nfip/cbrs/cbrs.shtm>.

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

Complete Section C if the building is located in any of Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO, or if this certificate is being used to support a request for a LOMA or LOMR-F. If the building is located in Zone AO or Zone A (without BFE), complete Section E instead. To ensure that all required elevations are obtained, it may be necessary to enter the building (for instance, if the building has a basement or sunken living room, split-level construction, or machinery and equipment).

Surveyors may not be able to gain access to some crawlspaces to shoot the elevation of the crawlspace floor. If access to the crawlspace is limited or cannot be gained, follow one of these procedures.

- Use a yardstick or tape measure to measure the height from the floor of the crawlspace to the "next higher floor," and then subtract the crawlspace height from the elevation of the "next higher floor." If there is no access to the crawlspace, use the exterior grade next to the structure to measure the height of the crawlspace to the "next higher floor."
- Contact the local floodplain administrator of the community in which the building is located. The community may have documentation of the elevation of the crawlspace floor as part of the permit issued for the building.
- If the property owner has documentation or knows the height of the crawlspace floor to the next higher floor, try to verify this by looking inside the crawlspace through any openings or vents.

In all 3 cases, provide the elevation in the Comments area of Section D on the back of the form and a brief description of how the elevation was obtained.

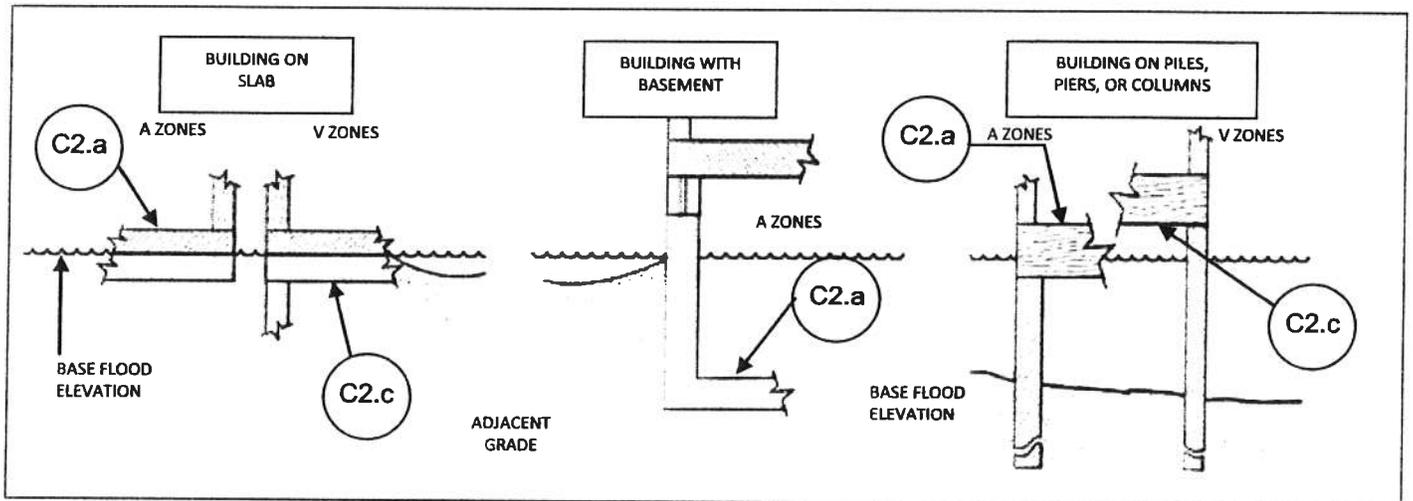
Item C1. Indicate whether the elevations to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first 2 choices, a post-construction Elevation Certificate will be required when construction is complete. If the building is under construction, include only those elevations that can be surveyed in Items C2.a–h. Use the Comments area of Section D to provide elevations obtained from the construction plans or drawings. Select “Finished Construction” only when all machinery and/or equipment such as furnaces, hot water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

Item C2. A field survey is required for Items C2.a–h. Most control networks will assign a unique identifier for each benchmark. For example, the National Geodetic Survey uses the Permanent Identifier (PID). For the benchmark utilized, provide the PID or other unique identifier assigned by the maintainer of the benchmark. For GPS survey, indicate the benchmark used for the base station, the Continuously Operating Reference Stations (CORS) sites used for an On-line Positioning User Service (OPUS) solution (also attach the OPUS report), or the name of the Real Time Network used.

Also provide the vertical datum for the benchmark elevation. All elevations for the certificate, including the elevations for Items C2.a–h, must use the same datum on which the BFE is based. Show the conversion from the field survey datum used if it differs from the datum used for the BFE entered in Item B9 and indicate the conversion software used. Show the datum conversion, if applicable, in the Comments area of Section D.

For property experiencing ground subsidence, the most recent reference mark elevations must be used for determining building elevations. However, when subsidence is involved, the BFE should not be adjusted. Enter elevations in Items C2.a–h to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Items C2.a–d Enter the building elevations (excluding the attached garage) indicated by the selected building diagram (Item A7) in Items C2.a–c. If there is an attached garage, enter the elevation for top of attached garage slab in Item C2.d. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If the building is located in a V zone on the FIRM, complete Item C2.c. If the flood zone cannot be determined, enter elevations for all of Items C2.a–h. For buildings in A zones, elevations a, b, d, and e should be measured at the top of the floor. For buildings in V zones, elevation c must be measured at the bottom of the lowest horizontal structural member of the floor (see drawing below). For buildings



elevated on a crawlspace, Diagrams 8 and 9, enter the elevation of the top of the crawlspace floor in Item C2.a, whether or not the crawlspace has permanent flood openings (flood vents). If any item does not apply to the building, enter “N/A” for not applicable.

Item C2.e Enter the lowest platform elevation of at least 1 of the following machinery and equipment items: elevators and their associated equipment, furnaces, hot water heaters, heat pumps, and air conditioners in an attached garage or enclosure or on an open utility platform that provides utility services for the building. Note that elevations for these specific machinery and equipment items are required in order to rate the building for flood insurance. Local floodplain management officials are required to ensure that all machinery and equipment servicing the building are protected from flooding. Thus, local officials may require that elevation information for all machinery and equipment, including ductwork, be documented on the Elevation Certificate. If the machinery and/or equipment is mounted to a wall, pile, etc., enter the platform elevation of the machinery and/

or equipment. Indicate machinery/equipment type and its general location, e.g., on floor inside garage or on platform affixed to exterior wall, in the Comments area of Section D or Section G, as appropriate. If this item does not apply to the building, enter "N/A" for not applicable.

Items C2.f–g Enter the elevation of the ground, sidewalk, or patio slab immediately next to the building. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

Item C2.h Enter the lowest grade elevation at the deck support or stairs. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

Complete as indicated. This section of the Elevation Certificate may be signed by only a land surveyor, engineer, or architect who is authorized by law to certify elevation information. Place your license number, your seal (as allowed by the State licensing board), your signature, and the date in the box in Section D. You are certifying that the information on this certificate represents your best efforts to interpret the data available and that you understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001. Use the Comments area of Section D, on the back of the certificate, to provide datum, elevation, openings, or other relevant information not specified on the front.

**SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED)
FOR ZONE AO AND ZONE A (WITHOUT BFE)**

Complete Section E if the building is located in Zone AO or Zone A (without BFE). Otherwise, complete Section C instead. Explain in the Section F Comments area if the measurement provided under Items E1–E4 is based on the "natural grade."

Items E1.a and b Enter in Item E1.a the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG). Enter in Item E1.b the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the lowest adjacent grade (LAG). For buildings in Zone AO, the community's floodplain management ordinance requires the lowest floor of the building be elevated above the highest adjacent grade at least as high as the depth number on the FIRM. Buildings in Zone A (without BFE) may qualify for a lower insurance rate if an engineered BFE is developed at the site.

Item E2. For Building Diagrams 6–9 with permanent flood openings (see pages 8–9), enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the next higher floor or elevated floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG).

Item E3. Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, for the top of attached garage slab. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If this item does not apply to the building, enter "N/A" for not applicable.

Item E4. Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, of the platform elevation that supports the machinery and/or equipment servicing the building. Indicate machinery/equipment type in the Comments area of Section F. If this item does not apply to the building, enter "N/A" for not applicable.

Item E5. For those communities where this base flood depth is not available, the community will need to determine whether the top of the bottom floor is elevated in accordance with the community's floodplain management ordinance.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

Complete as indicated. This section is provided for certification of measurements taken by a property owner or property owner's representative when responding to Sections A, B, and E. The address entered in this section must be the actual mailing address of the property owner or property owner's representative who provided the information on the certificate.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

Complete as indicated. The community official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Section C may be filled in by the local official as provided in the instructions below for Item G1. If the authorized community official completes Sections C, E, or G, complete the appropriate item(s) and sign this section.

Check **Item G1** if Section C is completed with elevation data from other documentation, including elevations obtained from the Community Rating System Elevation Software, that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. Indicate the source of the elevation data and the date obtained in the Comments area of Section G. If you are both a community official and a licensed land surveyor, engineer, or architect authorized by law to certify elevation information, and you performed the actual survey for a building in Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/A1–A30, AR/AE, AR/AH, or AR/AO, you must also complete Section D.

Check **Item G2** if information is entered in Section E by the community for a building in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

Check **Item G3** if the information in Items G4–G10 has been completed for community floodplain management purposes to document the as-built lowest floor elevation of the building. Section C of the Elevation Certificate records the elevation of various building components but does not determine the lowest floor of the building or whether the building, as constructed, complies with the community's floodplain management ordinance. This must be done by the community. Items G4–G10 provide a way to document these determinations.

Item G4. Permit Number. Enter the permit number or other identifier to key the Elevation Certificate to the permit issued for the building.

Item G5. Date Permit Issued. Enter the date the permit was issued for the building.

Item G6. Date Certificate of Compliance/Occupancy Issued. Enter the date that the Certificate of Compliance or Occupancy or similar written official documentation of as-built lowest floor elevation was issued by the community as evidence that all work authorized by the floodplain development permit has been completed in accordance with the community's floodplain management laws or ordinances.

Item G7. New Construction or Substantial Improvement. Check the applicable box. "Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building before the start of construction of the improvement. The term includes buildings that have incurred substantial damage, regardless of the actual repair work performed.

Item G8. As-built lowest floor elevation. Enter the elevation of the lowest floor (including basement) when the construction of the building is completed and a final inspection has been made to confirm that the building is built in accordance with the permit, the approved plans, and the community's floodplain management laws or ordinances. Indicate the elevation datum used.

Item G9. BFE. Using the appropriate FIRM panel, FIS Profile, or other data source, locate the property and enter the BFE (or base flood depth) of the building site. Indicate the elevation datum used.

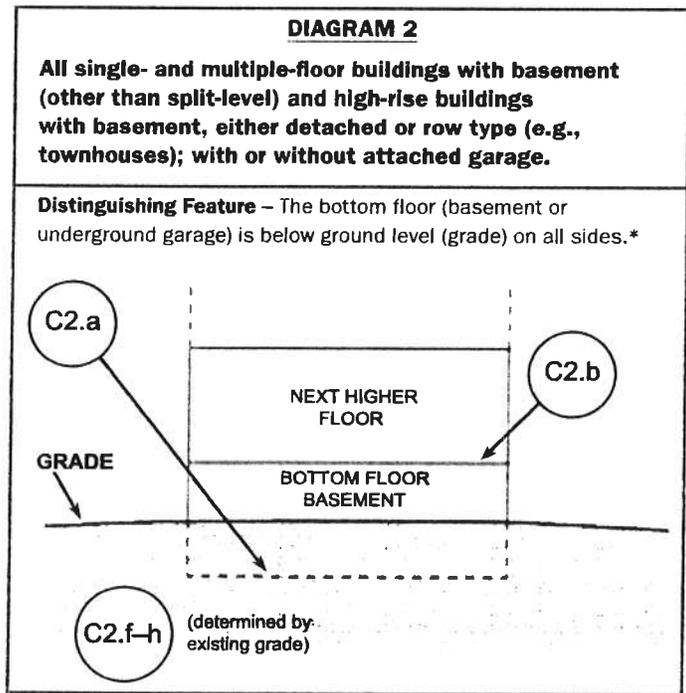
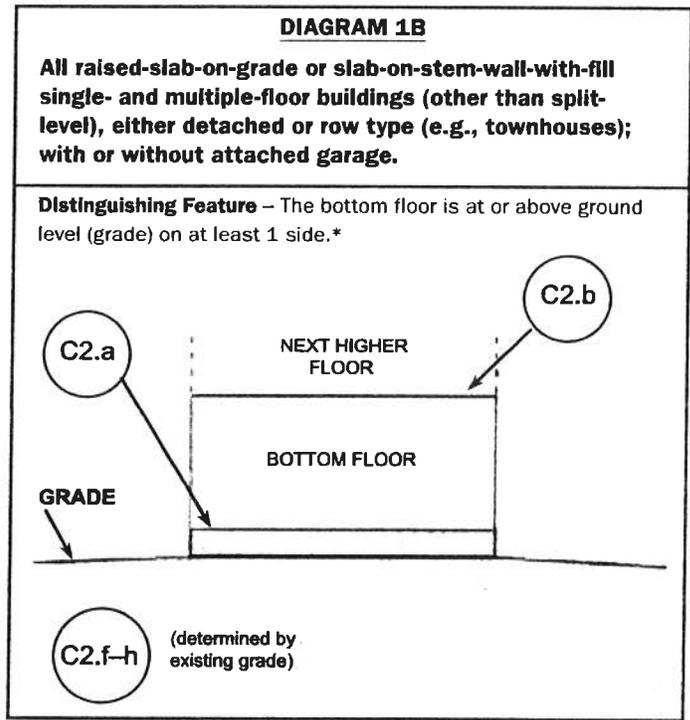
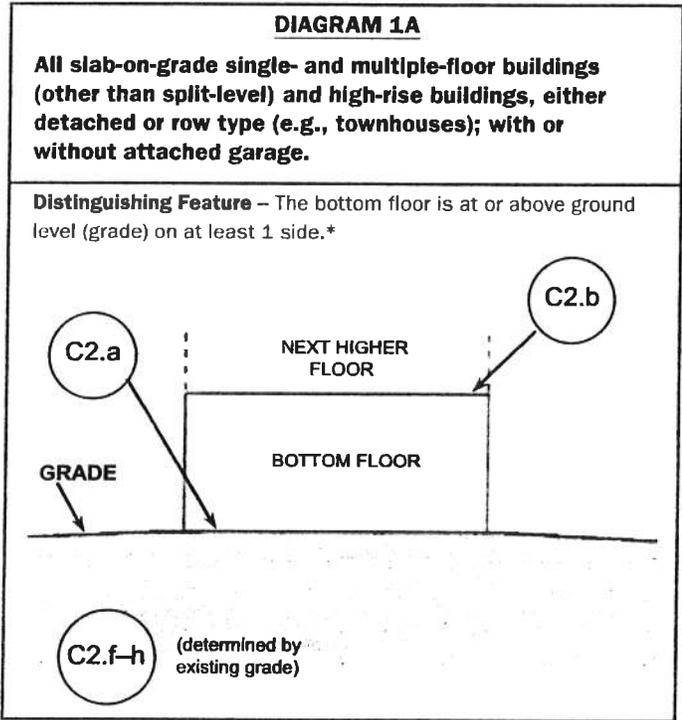
Item G10. Community's design flood elevation. Enter the elevation (including freeboard above the BFE) to which the community requires the lowest floor to be elevated. Indicate the elevation datum used.

Enter your name, title, and telephone number, and the name of the community. Sign and enter the date in the appropriate blanks.

Building Diagrams

The following diagrams illustrate various types of buildings. Compare the features of the building being certified with the features shown in the diagrams and select the diagram most applicable. Enter the diagram number in Item A7, the square footage of crawlspace or enclosure(s) and the area of flood openings in square inches in Items A8.a–c, the square footage of attached garage and the area of flood openings in square inches in Items A9.a–c, and the elevations in Items C2.a–h.

In A zones, the floor elevation is taken at the top finished surface of the floor indicated; in V zones, the floor elevation is taken at the bottom of the lowest horizontal structural member (see drawing in instructions for Section C).



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

DIAGRAM 3

All split-level buildings that are slab-on-grade, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (excluding garage) is at or above ground level (grade) on at least 1 side.*

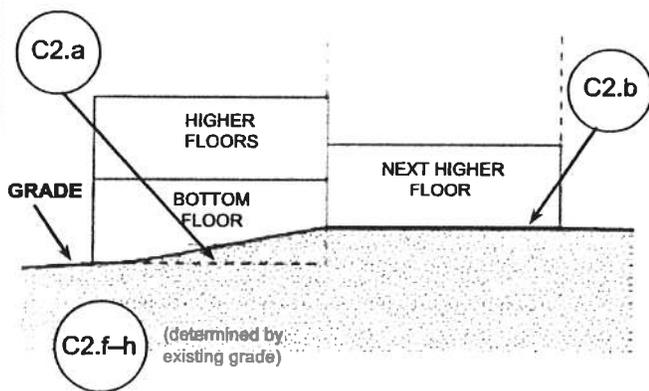


DIAGRAM 4

All split-level buildings (other than slab-on-grade), either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*

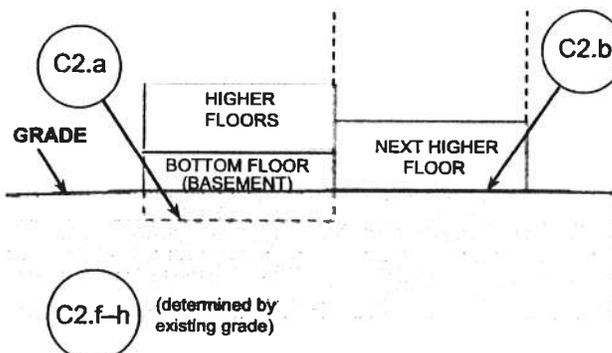


DIAGRAM 5

All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is open, with no obstruction to flow of floodwaters (open lattice work and/or insect screening is permissible).

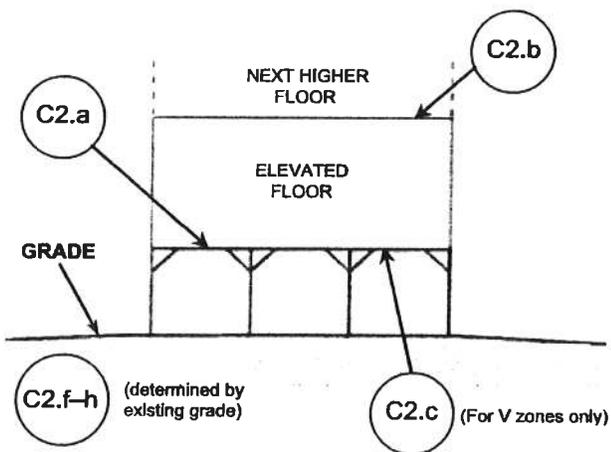
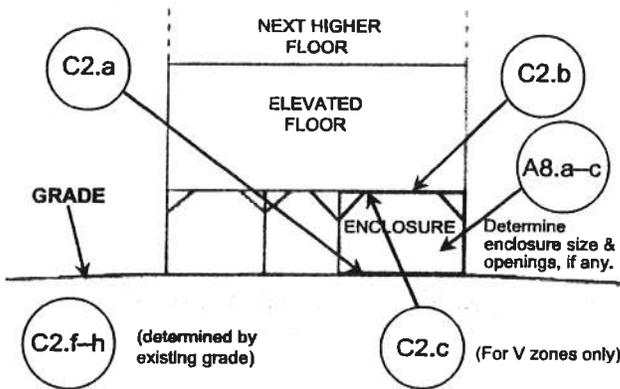


DIAGRAM 6

All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

DIAGRAM 7

All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least 1 side is at or above grade. The principal use of this building is located in the elevated floors of the building.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.

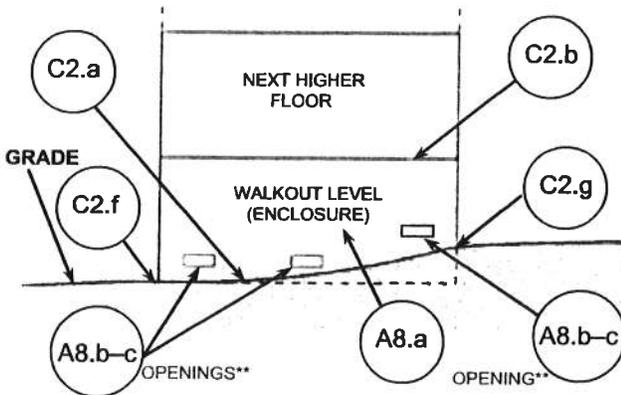


DIAGRAM 8

All buildings elevated on a crawlspace with the floor of the crawlspace at or above grade on at least 1 side, with or without an attached garage.

Distinguishing Feature – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawlspace is with or without openings** present in the walls of the crawlspace. Indicate information about crawlspace size and openings in Section A – Property Information.

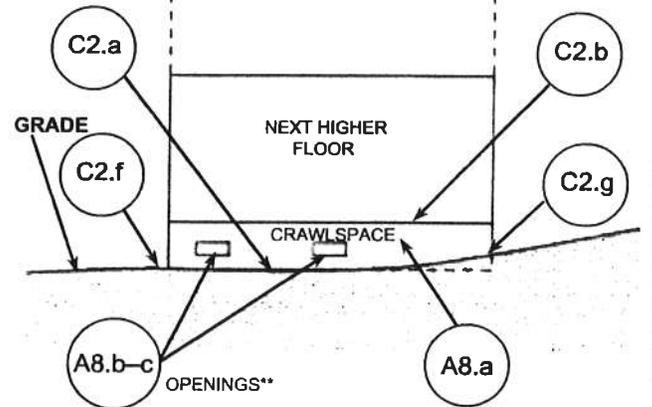
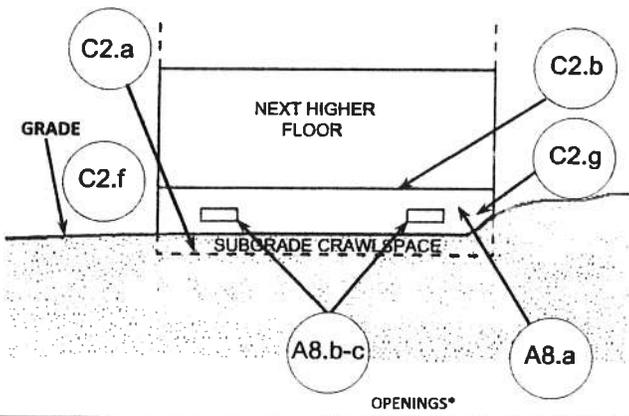


DIAGRAM 9

All buildings (other than split-level) elevated on a sub-grade crawlspace, with or without attached garage.

Distinguishing Feature – The bottom (crawlspace) floor is below ground level (grade) on all sides.* (If the distance from the crawlspace floor to the top of the next higher floor is more than 5 feet, or the crawlspace floor is more than 2 feet below the grade [LAG] on all sides, use Diagram 2.)



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

AGENDA ITEM #28.f.2.

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), Isreal A. Garza & Laurie M. Garza (HOMEOWNER), and Expert House Movers (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 5741 AVENUE R., GALVESTON, TX 77551 as described in CONTRACTOR'S completed work write-up and project cost sheet attached hereto as PLANS AND SPECIFICATIONS (Exhibit A). It is understood and agreed that the time for performance of the Scope of Services under this AGREEMENT shall begin with CONTRACTOR'S receipt of the NOTICE TO PROCEED. A NOTICE TO PROCEED shall not be issued until after a Purchase Order has been issued by the COUNTY Purchasing Agent. The professional services shall be provided subject to the terms and conditions herein. CONTRACTOR shall not commence any work under this AGREEMENT until all applicable certificates of insurance and performance/payment bonds have been approved by the COUNTY, a Purchase Order has been issued, and a NOTICE TO PROCEED has been issued by the COUNTY.

ARTICLE II ADMINISTRATIVE CONTACTS

The following persons are designated by each respective PARTY hereto to serve as that PARTY'S contact for purposes of administering this AGREEMENT and the following lists the contact information for each respective PARTY'S designee:

GALVESTON COUNTY:

Name: 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: Expert House Movers
Name of Designated contact person: William Holson
Address: PO Box 10 Foristell MO
Telephone: 636.463.1266
Email: John@experthousemovers.com

HOMEOWNER: Isreal A. Garza & Laurie M. Garza

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: Isreal A. Garza & Laurie M. Garza

HOMEOWNER'S contact: Isreal A. Garza & Laurie M. Garza*
Address of Homeowner: 5741 Avenue R
Galveston, TX 77551
Telephone: 409-939-9007, 409-392-0483

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	\$125,689.00
d. NON-ELEVATION COSTS**	\$0.00
e. TEMPORARY HOUSING, if applicable***	\$2,296.00
f. ICC Claim Processing Fee****	<u>\$TBD</u>
Total Budgeted PROJECT HARD COSTS:	\$134,985.00
2. PROJECT HARD COSTS:	
a. <u>Total Due from HOMEOWNER:</u>	
10% of Preparation and Presentation of MITIGATION OFFER*	\$350.00
10% of Project Management*	\$350.00
10% of ELEVATION CONTRACT AMOUNT	\$12,568.90
100% of NON-ELEVATION COSTS (paid separately)**	\$0.00
TEMPORARY HOUSING, if applicable (reimbursed 90%)***	\$0.00
10% of ICC claim processing fee (\$100), if applicable****	<u>\$TBD</u>
b. <u>Federal Share (90% of grant eligible costs):</u>	
90% of Preparation and Presentation of MITIGATION OFFER*	\$3,150.00
90% of Project Management	\$3,150.00
90% of ELEVATION CONTRACT AMOUNT	\$113,120.10
00% of NON-ELEVATION COSTS**	\$00.00
90% reimbursement of TEMPORARY HOUSING, if applicable***	\$2,066.40
90% of ICC claim processing fee (\$900), if applicable****	<u>\$TBD</u>
c. Total PROJECT HARD COSTS:	\$134,985.00

*, **, ***, and **** are described below:

* \$350 was paid by HOMEOWNER prior to presentation of MITIGATION OFFER and is HOMEOWNER'S 10% match of the \$3,500.00 fee for preparation and presentation of MITIGATION OFFER. \$350 was paid by HOMEOWNER at time of signing this AGREEMENT and is HOMEOWNER'S 10% match of the \$3,500.00 Project Management cost.

**** Non-elevation construction is pursuant to a separate agreement between HOMEOWNER and CONTRACTOR. A copy of such agreement covering non-elevation is attached hereto as Exhibit G for informational purposes.**

***** TEMPORARY HOUSING is on a reimbursement basis (at 90% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING reimbursement is not known at the time of signing the MITIGATION OFFER and this AGREEMENT as it is on a reimbursement basis. TEMPORARY HOUSING estimated by CONTRACTOR in PLANS AND SPECIFICATIONS (Exhibit A) is used herein for COUNTY budgetary matters associated with this SRL Program. TEMPORARY HOUSING costs, when eligible for reimbursement and actually incurred by HOMEOWNER, shall be submitted by HOMEOWNER to COUNTY for reimbursement in accordance with Article V, Section C of this AGREEMENT. Subsequent to reimbursement, COUNTY shall reconcile to determine PROJECT HARD COSTS for grant administration requirements.**

****** ICC claim processing fee will only be charged if an ICC claim is processed by COUNTY. Eligible HOMEOWNER 10% LOCAL SHARE AMOUNT (\$100.00) will be withheld from ICC funds received by COUNTY when disbursed to HOMEOWNER.**

B. Payments to CONTRACTOR/Draw Schedule:

1. In the event that CONTRACTOR has obtained a BOND, CONTRACTOR shall be entitled to request up to four (4) disbursements from the ELEVATION CONTRACT AMOUNT after completion of each phase of work and submitting the following documentation.
2. The schedules for disbursements of draw requests are set forth as follows:
 - a. **Phase 1 Pre-elevation/mobilization - 30% of the total ELEVATION CONTRACT AMOUNT** upon receipt of inspector's report plus the submittal of the following:
 1. Foundation inspection is required;
 2. CONTRACTOR Request for Payment Form;
 3. CONTRACTOR itemized invoice;
 4. Progress Inspection Report Form;
 - a.) Engineering feasibility letter
 - b.) Initial elevation certificate
 - c.) Project PLANS AND SPECIFICATIONS (Exhibit A)
 - d.) Project timetable
 - e.) Copies of requisite permits
 - f.) Copy of fully executed Tri-party AGREEMENT
 5. Pre-elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
 6. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
 7. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
 - b. **Phase 2 Raised, ready to set, building department inspections – second 30% of the total ELEVATION CONTRACT AMOUNT**, provided that at least 60% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
 1. CONTRACTOR Request for Payment Form;
 2. CONTRACTOR itemized invoice;
 3. Progress Inspection Report Form;
 - a.) Engineering concurrence
 - b.) Concurrence as to 60% completion
 - c.) Copies of requisite permits
 - d.) TWIA compliance
 - e.) Grant compliance
 - f.) HOMEOWNER acceptance

4. Phase 2 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
 5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
 6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
- c. **Phase 3 Structure elevated to design height, foundation installed, mechanicals reconnected** - 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 90% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
1. CONTRACTOR Request for Payment Form;
 2. CONTRACTOR itemized invoice;
 3. Progress Inspection Report Form;
 - a.) Engineering concurrence
 - b.) Concurrence as to 90% completion
 - c.) TWIA compliance
 - d.) ADA compliance (if required)
 - e.) Grant compliance
 - f.) HOMEOWNER acceptance
 4. Phase 3 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
 5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
 6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
- d. **Phase 4 Final Inspection, occupancy certificate, all grant requirements met** - 10% of the total ELEVATION CONTRACT AMOUNT, provided that the elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
1. CONTRACTOR Request for Payment Form;
 2. Final CONTRACTOR itemized invoice;
 3. Final Inspection Form;
 4. Post Elevation - Elevation Certificate (FEMA Form 086-0-33), a blank FEMA Form 086-0-33 with its instructions is attached hereto as Exhibit H;
 5. Certificate of occupancy;
 6. New survey (if required);
 7. Signed and notarized Lien Waiver Affidavit CONTRACTOR (**Final**) Form;
 8. Signed and notarized Lien Waiver Affidavit Subcontractor (**Final**) Form;
 9. Copy of CONTRACTOR Warranties that have been signed by HOMEOWNER (please refer to Article VI(T) on page 13 of this AGREEMENT);
 10. HOMEOWNER acceptance;
 11. Grant compliance reconciliation (if non-grant work was also performed); and
 12. Final elevation photographs – minimum of three (3) views each of front and each side to show all four exterior walls and an adequate number of pictures for the interior.
3. **Withholding Payment to CONTRACTOR:** COUNTY shall be entitled to withhold payment to CONTRACTOR while any of the following conditions exist:
- a. The location, installation or elevation of the IMPROVEMENTS violates or interferes with any applicable recorded instrument or governmental regulation affecting the PROPERTY;
 - b. CONTRACTOR makes a material misrepresentation in the Request for Payment; and/or
 - c. Notice of a claim or lien on the PROPERTY has been received in connection with the elevation, repair or installation of the IMPROVEMENTS, and has not been released.

ARTICLE V. HOMEOWNER'S OBLIGATIONS

- A. HOMEOWNER's Portion of the ELEVATION CONTRACT AMOUNT: HOMEOWNER must pay the total of the LOCAL SHARE AMOUNT in the form of a check made payable to GALVESTON COUNTY at the time of signing this

AGREEMENT. Eligible HOMEOWNERS may receive a refund up to the full LOCAL SHARE AMOUNT through an ICC claim. HOMEOWNER may receive ninety-percent (90%) reimbursement for eligible TEMPORARY HOUSING costs incurred by HOMEOWNER, as eligible TEMPORARY HOUSING costs are allowable PROJECT HARD COSTS in the SRL Program.

- B. Taxes: HOMEOWNER will pay all real estate taxes and assessments of every kind on the PROPERTY before the same become delinquent, and GALVESTON COUNTY may at any time require HOMEOWNER to provide evidence that taxes have been paid current. Property taxes may be paid current, be deferred or HOMEOWNER must be current on a payment plan with the Galveston County Tax Assessor and Collector in order to avoid any delinquency.
- C. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the elevation construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within ___ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER (90%) if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work. Finally, costs incurred by HOMEOWNER for such TEMPORARY HOUSING that are reimbursable to HOMEOWNER 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 15 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 as 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*****

PLANS AND SPECIFICATIONS (Exhibit A)

CONTRACTOR's Completed Work Write-Up/Project Cost sheet specific to this PROPERTY



Elevation Proposal For Galveston County SRL Grant

A STRUCTURAL MOVING TRADITION

Date 8/9/2013
Customer Israel Garza
Address 5741 Avenue R
City State Zip Galveston
Contract Amount \$ **125,689.00**

Garage SF 0 Slab Separate
House SF 1770
Type Wood frame on Piers
Zone AE 11
Slab 5'-4"
Free Board 0
Elevate 8'

	Obtain engineered drawings, TWIA Submittals, all three elevation certificates and required inspections	\$	10,175.00
	Site prep, which includes removal of decks, concrete, landscaping, gates, fencing, homeowner items, home inspection, precon and site mobilization	\$	3,540.00
1770	Raise the above named residence to satisfy program BFE plus local free board requirements	\$	19,470.00
0	Tunneling/Excavating/ and install new sets pilings pushed to designed depth and space, removal of unsuitable soils, backfill will clean engineered fill per engineer requirement and EHM warranty.	\$	-
0	Excavate under the exterior and interior load bearing supports of the residence and pour approximately LF of continuous steel reinforced concrete foundation measuring 24" inches wide by 12" inches thick. Concrete will be steel reinforced per engineer design	\$	-
27	Install new 10" x 10" Wood Piles with Double 2x12 Bolted - footing design with 4" slab per engineer design	\$	37,800.00
0	Install Linear feet of Split Face CMU block wall, including vents and access panel to meet TWIA, cell grouted solid with steel reinforced per engineer design	\$	-
0	Install 12 x 12" interior columns and filled solid with concrete per engineer design	\$	-
1	Disconnect and reconnect/repair water, sewer, gas and electrical as required by local building agencies	\$	4,425.00
	Disconnect, raise and reconnect A/C.	\$	2,590.00
	Relocate electric meter to front deck	\$	3,755.00
7 x 22	Install landings, staircases to meet minimum building code requirements	\$	4,295.00
4x4	Install landings, staircases to meet minimum building code requirements	\$	4,475.00
3 x 17	Install landings, staircases to meet minimum building code requirements	\$	1,854.00
1	Install personel lift	\$	11,975.00
1	Loads of Top Soil	\$	500.00
5	Hours Grading to grade for proper drainage	\$	425.00
6	Pallets of Sod Labor and installaton	\$	1,800.00
	Replace existing landscaping removed or damaged during elevation,	\$	1,650.00
85	Repair any driveways, carport or sidewalks damaged during elevation.	\$	595.00
	Remove all trash and rubbish off site and general labor	\$	5,027.56
	Bonding	\$	3,770.67
	Insurance	\$	2,513.78
	Sub Total	\$	120,636.01
	Supervision	\$	5,052.99

Eligible Elevation Cost \$ **125,689.00**

Non Eligible Elevation Cost

Relocation Cost Eligible

90 Relocation allowance at \$82.00 per day \$ 7,380.00

Exhibit B:

**County of Galveston/SRL Elevation Program
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,
AND OTHER RESPONSIBILITY MATTERS**

Proposer: William J. Hobson

Date of Certification: 8/14/13

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]
Signature
William J. Hobson Project Manager
Printed name and title of person signing above for Proposer

Sworn to and Subscribed before me on
this 14th day of August, 2013.

Alecia Holmes
Notary Public in and for the State of Texas

My commission expires February 19, 2016

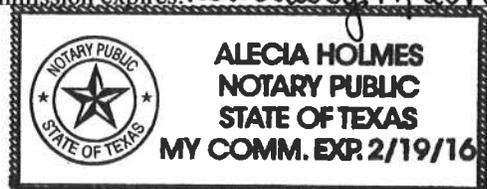


Exhibit C

MITIGATION OFFER/Declination Notice specific to this PROPERTY

**Severe Repetitive Loss (SRL) Pilot Program
Final Mitigation Offer**

Grantee [State/Territory/Tribe]: Texas Water Development Board

Subgrantee: Galveston County

Property Owner(s): ISRAEL A. GARZA & LAURIE M. GARZA

Property Address: 5741 AVENUE R, GALVESTON, TX

NFIP Policy Number:

Repetitive Loss Number:

This documents the formal Mitigation Offer of Assistance for the SRL program.

1. A mitigation grant has been awarded to Galveston County TX that includes your SRL property.
2. The SRL program is a voluntary program. Neither the State of Texas nor Galveston County will use their power of eminent domain to acquire your property for open space purposes if you choose not to participate or if negotiations fail.
3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected consistent with the federal Privacy Act and similar State and local laws and ordinances.
4. The estimated amounts in the Consultation Agreement are finalized in the Mitigation Offer below.
5. The Final Mitigation Offer is provided to you for **Elevation**. Galveston County will complete Section A. for property acquisition or Section B. for mitigation activities other than acquisition.

Section A. Property Acquisition

In order to receive pre-event market value for your property, you sign here to document your eligibility to receive that amount; otherwise, you will receive a Mitigation Offer based on appropriate purchase offer methodology (i.e. current market value, outstanding loans, original purchase price):

“I certify that I am a National of the United States or a qualified alien.”

Elevation N/A
X *Israel Garza*
Signature of SRL Property Owner(s)

8-13-13
Date

X *Laurie Garza*
Signature of SRL Property Owner(s)

8-13-13
Date

Your Final Mitigation Offer is based on adjusting the valuation of your purchase offer of \$0.00 by applicable additions (e.g. supplemental housing payments) of \$0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of \$0.00. The methodology used to calculate your property value (i.e. pre-event market value, current market value, outstanding loans, original purchase price) was \$0.00.

Final Mitigation Offer: N/A

N/A

Federal / non-Federal Cost Share (75 / 25 or 90 / 10):

Cost borne by property owner: N/A

For any property potentially eligible for ICC under the SRL ICC pilot program, the homeowner will assign to the County the right to file an ICC claim (using the Assignment of Coverage D claim). The County will then file an ICC claim for an amount up to the covered ICC benefits to fulfill that portion of the minimum non-federal match for which the policyholder is responsible. Any ICC claim payment received will be reimbursed directly to the homeowner. This amount, not to exceed \$30,000 is shown above as, "*Cost borne by property owner*".

You are accountable for maintenance and insurance requirements for the property during the mitigation project (i.e., maintaining flood insurance through property transfer).

Your additional responsibilities may include, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County and Texas Water Development Board grant and contract requirements, and other programmatic requirements e.g., timelines for vacating the property and as specified below by Galveston County.

At this time you must sign the attached Statement of Voluntary Participation.

Section B. For Mitigation Activities Other than Acquisition

Your Final Mitigation Offer amount is based on adjusting the cost of the mitigation activity of \$134,985.00 by applicable additions of \$0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of \$0.00.

Final Mitigation Offer: \$134,985.00

Federal / non-Federal Cost Share (75 / 25 or 90 / 10): 90%/10%

Cost borne by property owner: \$13,498.50 - 10% of Final Mitigation Offer Amount.

You are accountable for maintenance and insurance requirements for the property during and after the mitigation project implementation (i.e., maintaining flood insurance on your property).

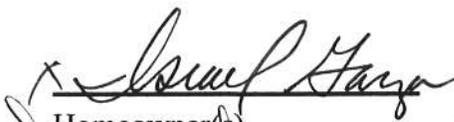
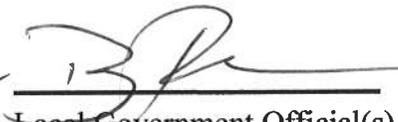
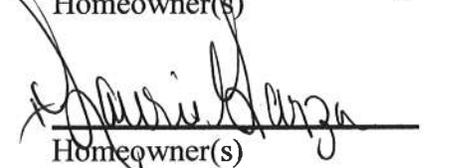
Your additional responsibilities may include securing a contractor, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County grant and contract requirements, and other programmatic requirements as specified below by the Galveston County.

Fully Executed Tri-Party Agreement is incorporated here by reference

You must sign the attached Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area for elevation, mitigation reconstruction, or dry floodproofing activities.

6. All holders of recorded interest in the property have been notified of the final mitigation offer. The holders of recorded interest are:

The local government and property owner will initial and date below to document each meeting related to the Mitigation Offer.

 Homeowner(s)	 Local Government Official(s)	<u>8-13-13</u> Date
 Homeowner(s)	 Local Government Official(s)	<u>8-13-2013</u> Date
_____ Homeowner(s)	_____ Local Government Official(s)	_____ Date

Accepting or Declining the Mitigation Offer

You have 45 days from the date of the Mitigation Offer Letter to accept or decline the mitigation offer of assistance by signing the appropriate section below and returning it to [City/County] in the attached envelope or in person at [City/County address]. Failure to respond to the Mitigation Offer within 45 days of the date on this Mitigation Offer constitutes declining the Mitigation Offer.

1. You may request in writing that the Regional Administrator extend your the period of time to consider the mitigation offer beyond 45 days. In your letter you must explain the extenuating circumstances. This request must be submitted before the expiration of the 45 day time period.
2. If you decline the Mitigation Offer made under the SRL program, your property will be subject to an increased flood insurance premium rate. Generally, this increase will occur upon renewal of the insurance policy. You will receive a separate Notice of NFIP Insurance Premium Rate Increase from FEMA.
3. If you decline the Mitigation Offer, you retain the right to appeal the increased flood insurance premium rate only in certain circumstances in accordance with 44 CFR Part 79.7 (d).

This offer of mitigation assistance remains open and available to you, even if you decline and/or appeal the offer, as long as the SRL program exists and funds are available.

Accepting the Mitigation Offer

Final Mitigation Offer: **\$134,985.00**

Mitigation Activity: **Elevation**

I, the property owner, accept this Mitigation Offer

[Signature]
Signature of SRL Property Owner(s) or Authorized Representative(s)

8-13-13
Date

[Signature]
Signature of SRL Property Owner(s) or Authorized Representative(s)

8-13-2013
Date

Signature of [City/County] Representative

Date

NFIP Policy Number: 480249139 Repetitive Loss Number: _____

Declining the Mitigation Offer

Mitigation Offer Declined: I do not accept this Mitigation Offer of Assistance. I understand that FEMA will notify me of the chargeable insurance premium rate increase for my property. FEMA will issue a Notice of NFIP Insurance Premium Rate Increase to me specifying the effective date of the insurance premium rate increase for my property. Generally, this increase will occur upon renewal of the insurance policy.

In addition, I understand that I have the right to appeal an increase in flood insurance premium rate only in certain circumstances and have received information from the subgrantee on the specific grounds for appeal and that process. Failure to respond to this offer within 45 days constitutes declining the Mitigation Offer of Assistance.

Signature of SRL Property Owner(s) or Authorized Representative(s)

Date

Signature of SRL Property Owner(s) or Authorized Representative(s)

Date

Signature of County Representative

Date

NFIP Policy Number: _____

Repetitive Loss Number: _____

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

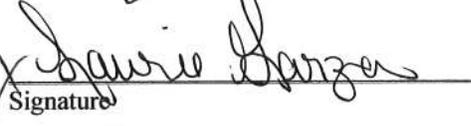
\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

HOMEOWNER

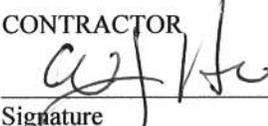
X   
Signature

Date: 8-13-13

X   
Signature

Date: 8.13.2013

CONTRACTOR

  
Signature

Date: 8/14/13

## 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 Kemp's 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.

*Expert House Movers*

**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]*  
Signature of person doing business with the governmental entity

*8/14/13*  
Date

**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



**FEMA**

**NATIONAL FLOOD INSURANCE PROGRAM**

**ELEVATION CERTIFICATE**

**AND**

**INSTRUCTIONS**

**2012 EDITION**

# National Flood Insurance Program ELEVATION CERTIFICATE

## Paperwork Reduction Act Notice

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

## Privacy Act Statement

**Authority:** Title 44 CFR § 61.7 and 61.8.

**Principal Purpose(s):** This information is being collected for the primary purpose of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

**Routine Use(s):** The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

**Disclosure:** The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or the applicant may be subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

## Purpose of the Elevation Certificate

The Elevation Certificate is an important administrative tool of the National Flood Insurance Program (NFIP). It is to be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

The Elevation Certificate is required in order to properly rate Post-FIRM buildings, which are buildings constructed after publication of the Flood Insurance Rate Map (FIRM), located in flood insurance Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. The Elevation Certificate is not required for Pre-FIRM buildings unless the building is being rated under the optional Post-FIRM flood insurance rules.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the Federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA or LOMR-F request. Lowest floor and lowest adjacent grade elevations certified by a surveyor or engineer will be required if the certificate is used to support a LOMA or LOMR-F request. A LOMA or LOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 package, whichever is appropriate.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP non-residential buildings can be floodproofed up to or above the Base Flood Elevation (BFE). A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

Additional guidance can be found in FEMA Publication 467-1, Floodplain Management Bulletin: Elevation Certificate, available on FEMA's website at <http://www.fema.gov/library/viewRecord.do?id=1727>.

# ELEVATION CERTIFICATE

**IMPORTANT:** Follow the instructions on pages 1-9.

OMB No. 1660-0008  
 Expiration Date: July 31, 2015

## SECTION A - PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

|                                                                                                                                      |                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------|
| A1. Building Owner's Name                                                                                                            | Policy Number:                                                                                          |
| A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.                                | Company NAIC Number:                                                                                    |
| City                                                                                                                                 | State                                                                                                   |
| ZIP Code                                                                                                                             |                                                                                                         |
| A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)                                         |                                                                                                         |
| A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) _____                                               |                                                                                                         |
| A5. Latitude/Longitude: Lat. _____ Long. _____ Horizontal Datum: <input type="checkbox"/> NAD 1927 <input type="checkbox"/> NAD 1983 |                                                                                                         |
| A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.                        |                                                                                                         |
| A7. Building Diagram Number _____                                                                                                    |                                                                                                         |
| A8. For a building with a crawlspace or enclosure(s):                                                                                | A9. For a building with an attached garage:                                                             |
| a) Square footage of crawlspace or enclosure(s) _____ sq ft                                                                          | a) Square footage of attached garage _____ sq ft                                                        |
| b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____                   | b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____ |
| c) Total net area of flood openings in A8.b _____ sq in                                                                              | c) Total net area of flood openings in A9.b _____ sq in                                                 |
| d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No                                               | d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No                  |

## SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

|                                                                                                                                                                                                                                                                               |            |                     |                                        |                   |                                                             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------|----------------------------------------|-------------------|-------------------------------------------------------------|
| B1. NFIP Community Name & Community Number                                                                                                                                                                                                                                    |            |                     | B2. County Name                        |                   | B3. State                                                   |
| B4. Map/Panel Number                                                                                                                                                                                                                                                          | B5. Suffix | B6. FIRM Index Date | B7. FIRM Panel Effective/ Revised Date | B8. Flood Zone(s) | B9. Base Flood Elevation(s) (Zone AO, use base flood depth) |
| B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:<br><input type="checkbox"/> FIS Profile <input type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____      |            |                     |                                        |                   |                                                             |
| B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____                                                                                                     |            |                     |                                        |                   |                                                             |
| B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Designation Date: ____ / ____ / ____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA |            |                     |                                        |                   |                                                             |

## SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on:  Construction Drawings\*  Building Under Construction\*  Finished Construction  
 \*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: \_\_\_\_\_ Vertical Datum: \_\_\_\_\_

Indicate elevation datum used for the elevations in items a) through h) below.  NGVD 1929  NAVD 1988  Other/Source: \_\_\_\_\_  
 Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

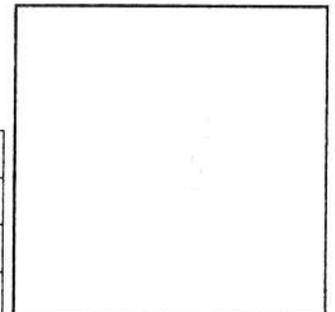
|                                                                                                                                  |                                                               |
|----------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------|
| a) Top of bottom floor (including basement, crawlspace, or enclosure floor) _____                                                | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| b) Top of the next higher floor _____                                                                                            | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| c) Bottom of the lowest horizontal structural member (V Zones only) _____                                                        | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| d) Attached garage (top of slab) _____                                                                                           | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments) _____ | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| f) Lowest adjacent (finished) grade next to building (LAG) _____                                                                 | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| g) Highest adjacent (finished) grade next to building (HAG) _____                                                                | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support _____                               | <input type="checkbox"/> feet <input type="checkbox"/> meters |

## SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Check here if comments are provided on back of form. Were latitude and longitude in Section A provided by a licensed land surveyor?  Yes  No  
 Check here if attachments.

|                  |              |                |          |
|------------------|--------------|----------------|----------|
| Certifier's Name |              | License Number |          |
| Title            | Company Name |                |          |
| Address          | City         | State          | ZIP Code |
| Signature        | Date         | Telephone      |          |



**ELEVATION CERTIFICATE, page 2**

|                                                                                                   |                                  |
|---------------------------------------------------------------------------------------------------|----------------------------------|
| <b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>             | <b>FOR INSURANCE COMPANY USE</b> |
| Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. | Policy Number:                   |
| City State ZIP Code                                                                               | Company NAIC Number:             |

**SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)**

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments

Signature

Date

**SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)**

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
  - a) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_ . \_\_\_\_\_  feet  meters  above or  below the HAG.
  - b) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_ . \_\_\_\_\_  feet  meters  above or  below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is \_\_\_\_\_ . \_\_\_\_\_  feet  meters  above or  below the HAG.
- E3. Attached garage (top of slab) is \_\_\_\_\_ . \_\_\_\_\_  feet  meters  above or  below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is \_\_\_\_\_ . \_\_\_\_\_  feet  meters  above or  below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?  Yes  No  Unknown. The local official must certify this information in Section G.

**SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION**

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address

City

State

ZIP Code

Signature

Date

Telephone

Comments

Check here if attachments.

**SECTION G – COMMUNITY INFORMATION (OPTIONAL)**

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

- G1.  The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2.  A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3.  The following information (Items G4–G10) is provided for community floodplain management purposes.

|                   |                        |                                                     |
|-------------------|------------------------|-----------------------------------------------------|
| G4. Permit Number | G5. Date Permit Issued | G6. Date Certificate Of Compliance/Occupancy Issued |
|-------------------|------------------------|-----------------------------------------------------|

- G7. This permit has been issued for:  New Construction  Substantial Improvement
- G8. Elevation of as-built lowest floor (including basement) of the building: \_\_\_\_\_ . \_\_\_\_\_  feet  meters Datum \_\_\_\_\_
- G9. BFE or (in Zone AO) depth of flooding at the building site: \_\_\_\_\_ . \_\_\_\_\_  feet  meters Datum \_\_\_\_\_
- G10. Community's design flood elevation: \_\_\_\_\_ . \_\_\_\_\_  feet  meters Datum \_\_\_\_\_

Local Official's Name

Title

Community Name

Telephone

Signature

Date

Comments

Check here if attachments.

**BUILDING PHOTOGRAPHS**

See Instructions for Item A6.

|                                                                                                  |                                  |
|--------------------------------------------------------------------------------------------------|----------------------------------|
| <b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>            | <b>FOR INSURANCE COMPANY USE</b> |
| Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or PO. Route and Box No. | Policy Number:                   |
| City State ZIP Code                                                                              | Company NAIC Number:             |

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

|                                                                                                   |       |          |                           |
|---------------------------------------------------------------------------------------------------|-------|----------|---------------------------|
| <b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>             |       |          | FOR INSURANCE COMPANY USE |
| Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. |       |          | Policy Number:            |
| City                                                                                              | State | ZIP Code | Company NAIC Number:      |

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

## Instructions for Completing the Elevation Certificate

The Elevation Certificate is to be completed by a land surveyor, engineer, or architect who is authorized by law to certify elevation information when elevation information is required for Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. Community officials who are authorized by law or ordinance to provide floodplain management information may also complete this form. For Zones AO and A (without BFE), a community official, a property owner, or an owner's representative may provide information on this certificate, unless the elevations are intended for use in supporting a request for a LOMA or LOMR-F. Certified elevations must be included if the purpose of completing the Elevation Certificate is to obtain a LOMA or LOMR-F.

The property owner, the owner's representative, or local official who is authorized by law to administer the community floodplain ordinance can complete Section A and Section B. The partially completed form can then be given to the land surveyor, engineer, or architect to complete Section C. The land surveyor, engineer, or architect should verify the information provided by the property owner or owner's representative to ensure that this certificate is complete.

In Puerto Rico only, elevations for building information and flood hazard information may be entered in meters.

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### SECTION A – PROPERTY INFORMATION

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**Items A1–A4.** This section identifies the building, its location, and its owner. Enter the name(s) of the building owner(s), the building's complete street address, and the lot and block numbers. If the building's address is different from the owner's address, enter the address of the building being certified. If the address is a rural route or a Post Office box number, enter the lot and block numbers, the tax parcel number, the legal description, or an abbreviated location description based on distance and direction from a fixed point of reference. For the purposes of this certificate, "building" means both a building and a manufactured (mobile) home.

A map may be attached to this certificate to show the location of the building on the property. A tax map, FIRM, or detailed community map is appropriate. If no map is available, provide a sketch of the property location, and the location of the building on the property. Include appropriate landmarks such as nearby roads, intersections, and bodies of water. For building use, indicate whether the building is residential, non-residential, an addition to an existing residential or non-residential building, an accessory building (e.g., garage), or other type of structure. Use the Comments area of the appropriate section if needed, or attach additional comments.

**Item A5.** Provide latitude and longitude coordinates for the center of the front of the building. Use either decimal degrees (e.g., 39.5043°, -110.7585°) or degrees, minutes, seconds (e.g., 39° 30' 15.5", -110° 45' 30.7") format. If decimal degrees are used, provide coordinates to at least 4 decimal places or better. When using degrees, minutes, seconds, provide seconds to at least 1 decimal place or better. The latitude and longitude coordinates must be accurate within 66 feet. When the latitude and longitude are provided by a surveyor, check the "Yes" box in Section D and indicate the method used to determine the latitude and longitude in the Comments area of Section D. If the Elevation Certificate is being certified by other than a licensed surveyor, engineer, or architect, this information is not required. Provide the type of datum used to obtain the latitude and longitude. FEMA prefers the use of NAD 1983.

**Item A6.** If the Elevation Certificate is being used to obtain flood insurance through the NFIP, the certifier must provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

**Item A7.** Select the diagram on pages 7–9 that best represents the building. Then enter the diagram number and use the diagram to identify and determine the appropriate elevations requested in Items C2.a–h. If you are unsure of the correct diagram, select the diagram that most closely resembles the building being certified.

**Item A8.a** Provide the square footage of the crawlspace or enclosure(s) below the lowest elevated floor of an elevated building with or without permanent flood openings. Take the measurement from the outside of the crawlspace or enclosure(s). Examples of elevated buildings constructed with crawlspace and enclosure(s) are shown in Diagrams 6–9 on pages 8–9. Diagram 2, 4, or 9 should be used for a building constructed with a crawlspace floor that is below the exterior grade on all sides.

**Items A8.b–d** Enter in Item A8.b the number of permanent flood openings in the crawlspace or enclosure(s) that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. Estimate the total net area of all such permanent flood openings in square inches, excluding any bars, louvers, or other covers of the permanent flood openings, and enter the total in Item A8.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A8.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the crawlspace or enclosure(s) have no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter "0" (zero) in Items A8.b–c.

**Item A9.a** Provide the square footage of the attached garage with or without permanent flood openings. Take the measurement from the outside of the garage.

**Items A9.b–d** Enter in Item A9.b the number of permanent flood openings in the attached garage that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. This includes any openings that are in the garage door that are no higher than 1.0 foot above the adjacent grade. Estimate the total net area of all such permanent flood openings in square inches and enter the total in Item A9.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A9.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the garage has no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter "0" (zero) in Items A9.b–c.

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## SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

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Complete the Elevation Certificate on the basis of the FIRM in effect at the time of the certification.

The information for Section B is obtained by reviewing the FIRM panel that includes the building's location. Information about the current FIRM is available from the Federal Emergency Management Agency (FEMA) by calling 1-800-358-9616. If a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR-F) has been issued by FEMA, please provide the letter date and case number in the Comments area of Section D or Section G, as appropriate.

For a building in an area that has been annexed by one community but is shown on another community's FIRM, enter the community name and 6-digit number of the annexing community in Item B1, the name of the county or new county, if necessary, in Item B2, and the FIRM index date for the annexing community in Item B6. Enter information from the actual FIRM panel that shows the building location, even if it is the FIRM for the previous jurisdiction, in Items B4, B5, B7, B8, and B9.

If the map in effect at the time of the building's construction was other than the current FIRM, and you have the past map information pertaining to the building, provide the information in the Comments area of Section D.

**Item B1.** NFIP Community Name & Community Number. Enter the complete name of the community in which the building is located and the associated 6-digit community number. For a newly incorporated community, use the name and 6-digit number of the new community. Under the NFIP, a "community" is any State or area or political subdivision thereof, or any Indian tribe or authorized native organization, that has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the *NFIP Community Status Book*, available on FEMA's web site at <http://www.fema.gov/fema/csb.shtml>, or call 1-800-358-9616.

**Item B2.** County Name. Enter the name of the county or counties in which the community is located. For an unincorporated area of a county, enter "unincorporated area." For an independent city, enter "independent city."

**Item B3.** State. Enter the 2-letter state abbreviation (for example, VA, TX, CA).

**Items B4–B5.** Map/Panel Number and Suffix. Enter the 10-character "Map Number" or "Community Panel Number" shown on the FIRM where the building or manufactured (mobile) home is located. For maps in a county-wide format, the sixth character of the "Map Number" is the letter "C" followed by a 4-digit map number. For maps not in a county-wide format, enter the "Community Panel Number" shown on the FIRM.

**Item B6.** FIRM Index Date. Enter the effective date or the map revised date shown on the FIRM Index.

**Item B7.** FIRM Panel Effective/Revised Date. Enter the map effective date or the map revised date shown on the FIRM panel. This will be the latest of all dates shown on the map. The current FIRM panel effective date can be determined by calling 1-800-358-9616.

**Item B8.** Flood Zone(s). Enter the flood zone, or flood zones, in which the building is located. All flood zones containing the letter "A" or "V" are considered Special Flood Hazard Areas. The flood zones are A, AE, A1–A30, V, VE, V1–V30, AH, AO, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. Each flood zone is defined in the legend of the FIRM panel on which it appears.

**Item B9.** Base Flood Elevation(s). Using the appropriate Flood Insurance Study (FIS) Profile, Floodway Data Table, or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site. If the building is located in more than 1 flood zone in Item B8, list all appropriate BFEs in Item B9. BFEs are shown on a FIRM or FIS Profile for Zones A1–A30, AE, AH, V1–V30, VE, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO; flood depth numbers are shown for Zone AO. Use the AR BFE if the building is located in any of Zones AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. In A or V zones where BFEs are not provided on the FIRM, BFEs may be available from another source. For example, the community may have established BFEs or obtained BFE data from other sources for the building site. For subdivisions and other developments of more than 50 lots or 5 acres, establishment of BFEs is required by the community's floodplain management ordinance. If a BFE is obtained from another source, enter the BFE in Item B9. In an A Zone where BFEs are not available, complete Section E and enter N/A for Section B, Item B9. Enter the BFE to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

**Item B10.** Indicate the source of the BFE that you entered in Item B9. If the BFE is from a source other than FIS Profile, FIRM, or community, describe the source of the BFE.

**Item B11.** Indicate the elevation datum to which the elevations on the applicable FIRM are referenced as shown on the map legend. The vertical datum is shown in the Map Legend and/or the Notes to Users on the FIRM.

**Item B12.** Indicate whether the building is located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA). (OPAs are portions of coastal barriers that are owned by Federal, State, or local governments or by certain non-profit organizations and used primarily for natural resources protection.) Federal flood insurance is prohibited in designated CBRS areas or OPAs for buildings or manufactured (mobile) homes built or substantially improved after the date of the CBRS or OPA designation. For the first CBRS designations, that date is October 1, 1983. Information about CBRS areas and OPAs may be obtained on the FEMA web site at <http://www.fema.gov/business/nfip/cbrs/cbrs.shtm>.

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### SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

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Complete Section C if the building is located in any of Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO, or if this certificate is being used to support a request for a LOMA or LOMR-F. If the building is located in Zone AO or Zone A (without BFE), complete Section E instead. To ensure that all required elevations are obtained, it may be necessary to enter the building (for instance, if the building has a basement or sunken living room, split-level construction, or machinery and equipment).

Surveyors may not be able to gain access to some crawlspaces to shoot the elevation of the crawlspace floor. If access to the crawlspace is limited or cannot be gained, follow one of these procedures.

- Use a yardstick or tape measure to measure the height from the floor of the crawlspace to the "next higher floor," and then subtract the crawlspace height from the elevation of the "next higher floor." If there is no access to the crawlspace, use the exterior grade next to the structure to measure the height of the crawlspace to the "next higher floor."
- Contact the local floodplain administrator of the community in which the building is located. The community may have documentation of the elevation of the crawlspace floor as part of the permit issued for the building.
- If the property owner has documentation or knows the height of the crawlspace floor to the next higher floor, try to verify this by looking inside the crawlspace through any openings or vents.

In all 3 cases, provide the elevation in the Comments area of Section D on the back of the form and a brief description of how the elevation was obtained.

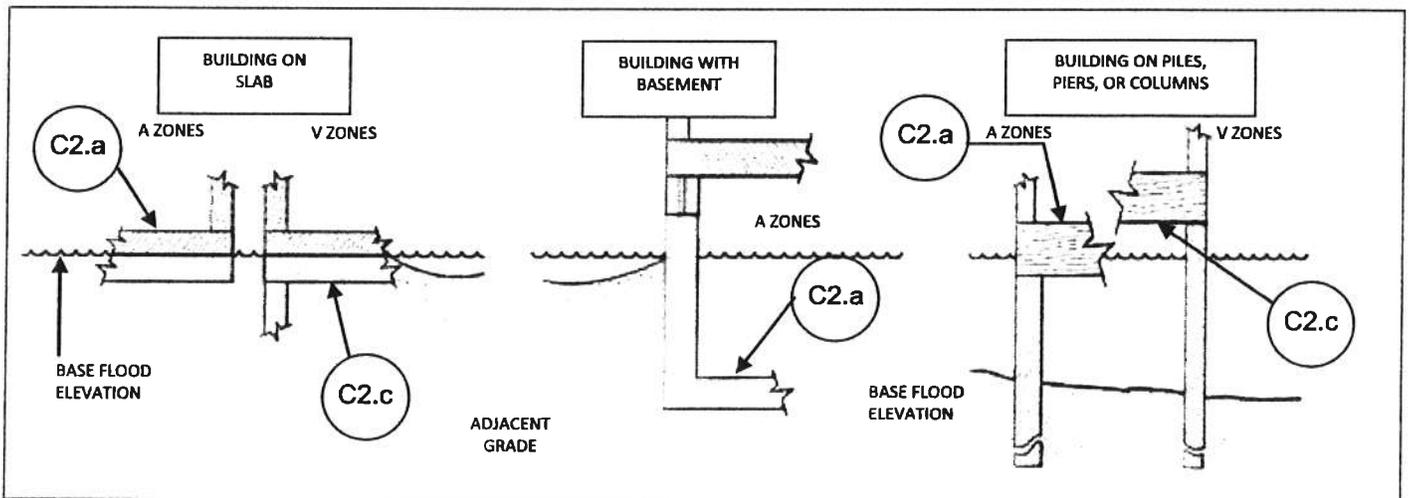
**Item C1.** Indicate whether the elevations to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first 2 choices, a post-construction Elevation Certificate will be required when construction is complete. If the building is under construction, include only those elevations that can be surveyed in Items C2.a–h. Use the Comments area of Section D to provide elevations obtained from the construction plans or drawings. Select “Finished Construction” only when all machinery and/or equipment such as furnaces, hot water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

**Item C2.** A field survey is required for Items C2.a–h. Most control networks will assign a unique identifier for each benchmark. For example, the National Geodetic Survey uses the Permanent Identifier (PID). For the benchmark utilized, provide the PID or other unique identifier assigned by the maintainer of the benchmark. For GPS survey, indicate the benchmark used for the base station, the Continuously Operating Reference Stations (CORS) sites used for an On-line Positioning User Service (OPUS) solution (also attach the OPUS report), or the name of the Real Time Network used.

Also provide the vertical datum for the benchmark elevation. All elevations for the certificate, including the elevations for Items C2.a–h, must use the same datum on which the BFE is based. Show the conversion from the field survey datum used if it differs from the datum used for the BFE entered in Item B9 and indicate the conversion software used. Show the datum conversion, if applicable, in the Comments area of Section D.

For property experiencing ground subsidence, the most recent reference mark elevations must be used for determining building elevations. However, when subsidence is involved, the BFE should not be adjusted. Enter elevations in Items C2.a–h to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

**Items C2.a–d** Enter the building elevations (excluding the attached garage) indicated by the selected building diagram (Item A7) in Items C2.a–c. If there is an attached garage, enter the elevation for top of attached garage slab in Item C2.d. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If the building is located in a V zone on the FIRM, complete Item C2.c. If the flood zone cannot be determined, enter elevations for all of Items C2.a–h. For buildings in A zones, elevations a, b, d, and e should be measured at the top of the floor. For buildings in V zones, elevation c must be measured at the bottom of the lowest horizontal structural member of the floor (see drawing below). For buildings



elevated on a crawlspace, Diagrams 8 and 9, enter the elevation of the top of the crawlspace floor in Item C2.a, whether or not the crawlspace has permanent flood openings (flood vents). If any item does not apply to the building, enter “N/A” for not applicable.

**Item C2.e** Enter the lowest platform elevation of at least 1 of the following machinery and equipment items: elevators and their associated equipment, furnaces, hot water heaters, heat pumps, and air conditioners in an attached garage or enclosure or on an open utility platform that provides utility services for the building. Note that elevations for these specific machinery and equipment items are required in order to rate the building for flood insurance. Local floodplain management officials are required to ensure that all machinery and equipment servicing the building are protected from flooding. Thus, local officials may require that elevation information for all machinery and equipment, including ductwork, be documented on the Elevation Certificate. If the machinery and/or equipment is mounted to a wall, pile, etc., enter the platform elevation of the machinery and/

or equipment. Indicate machinery/equipment type and its general location, e.g., on floor inside garage or on platform affixed to exterior wall, in the Comments area of Section D or Section G, as appropriate. If this item does not apply to the building, enter "N/A" for not applicable.

**Items C2.f–g** Enter the elevation of the ground, sidewalk, or patio slab immediately next to the building. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

**Item C2.h** Enter the lowest grade elevation at the deck support or stairs. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

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### SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

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Complete as indicated. This section of the Elevation Certificate may be signed by only a land surveyor, engineer, or architect who is authorized by law to certify elevation information. Place your license number, your seal (as allowed by the State licensing board), your signature, and the date in the box in Section D. You are certifying that the information on this certificate represents your best efforts to interpret the data available and that you understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001. Use the Comments area of Section D, on the back of the certificate, to provide datum, elevation, openings, or other relevant information not specified on the front.

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### SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

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Complete Section E if the building is located in Zone AO or Zone A (without BFE). Otherwise, complete Section C instead. Explain in the Section F Comments area if the measurement provided under Items E1–E4 is based on the "natural grade."

**Items E1.a and b** Enter in Item E1.a the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG). Enter in Item E1.b the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the lowest adjacent grade (LAG). For buildings in Zone AO, the community's floodplain management ordinance requires the lowest floor of the building be elevated above the highest adjacent grade at least as high as the depth number on the FIRM. Buildings in Zone A (without BFE) may qualify for a lower insurance rate if an engineered BFE is developed at the site.

**Item E2.** For Building Diagrams 6–9 with permanent flood openings (see pages 8–9), enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the next higher floor or elevated floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG).

**Item E3.** Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, for the top of attached garage slab. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If this item does not apply to the building, enter "N/A" for not applicable.

**Item E4.** Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, of the platform elevation that supports the machinery and/or equipment servicing the building. Indicate machinery/equipment type in the Comments area of Section F. If this item does not apply to the building, enter "N/A" for not applicable.

**Item E5.** For those communities where this base flood depth is not available, the community will need to determine whether the top of the bottom floor is elevated in accordance with the community's floodplain management ordinance.

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### SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

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Complete as indicated. This section is provided for certification of measurements taken by a property owner or property owner's representative when responding to Sections A, B, and E. The address entered in this section must be the actual mailing address of the property owner or property owner's representative who provided the information on the certificate.

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## SECTION G – COMMUNITY INFORMATION (OPTIONAL)

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Complete as indicated. The community official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Section C may be filled in by the local official as provided in the instructions below for Item G1. If the authorized community official completes Sections C, E, or G, complete the appropriate item(s) and sign this section.

Check **Item G1** if Section C is completed with elevation data from other documentation, including elevations obtained from the Community Rating System Elevation Software, that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. Indicate the source of the elevation data and the date obtained in the Comments area of Section G. If you are both a community official and a licensed land surveyor, engineer, or architect authorized by law to certify elevation information, and you performed the actual survey for a building in Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/A1–A30, AR/AE, AR/AH, or AR/AO, you must also complete Section D.

Check **Item G2** if information is entered in Section E by the community for a building in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

Check **Item G3** if the information in Items G4–G10 has been completed for community floodplain management purposes to document the as-built lowest floor elevation of the building. Section C of the Elevation Certificate records the elevation of various building components but does not determine the lowest floor of the building or whether the building, as constructed, complies with the community's floodplain management ordinance. This must be done by the community. Items G4–G10 provide a way to document these determinations.

**Item G4.** Permit Number. Enter the permit number or other identifier to key the Elevation Certificate to the permit issued for the building.

**Item G5.** Date Permit Issued. Enter the date the permit was issued for the building.

**Item G6.** Date Certificate of Compliance/Occupancy Issued. Enter the date that the Certificate of Compliance or Occupancy or similar written official documentation of as-built lowest floor elevation was issued by the community as evidence that all work authorized by the floodplain development permit has been completed in accordance with the community's floodplain management laws or ordinances.

**Item G7.** New Construction or Substantial Improvement. Check the applicable box. "Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building before the start of construction of the improvement. The term includes buildings that have incurred substantial damage, regardless of the actual repair work performed.

**Item G8.** As-built lowest floor elevation. Enter the elevation of the lowest floor (including basement) when the construction of the building is completed and a final inspection has been made to confirm that the building is built in accordance with the permit, the approved plans, and the community's floodplain management laws or ordinances. Indicate the elevation datum used.

**Item G9.** BFE. Using the appropriate FIRM panel, FIS Profile, or other data source, locate the property and enter the BFE (or base flood depth) of the building site. Indicate the elevation datum used.

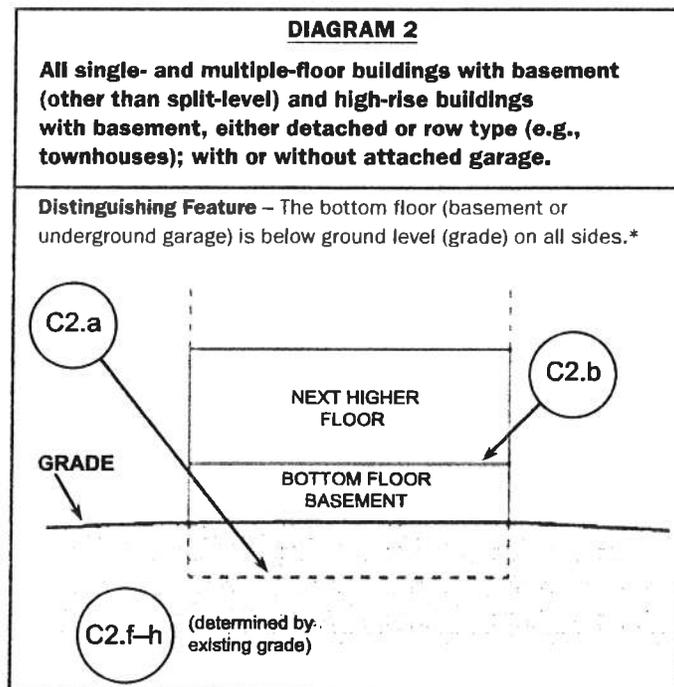
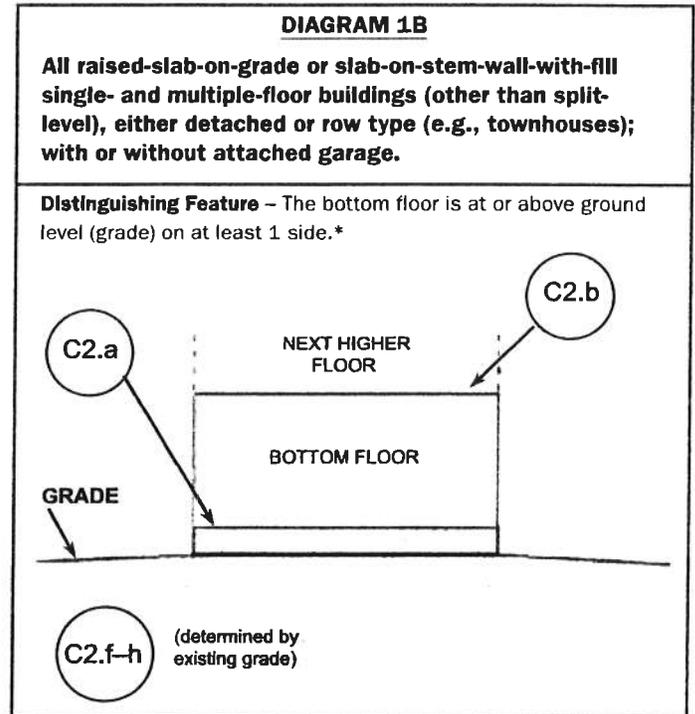
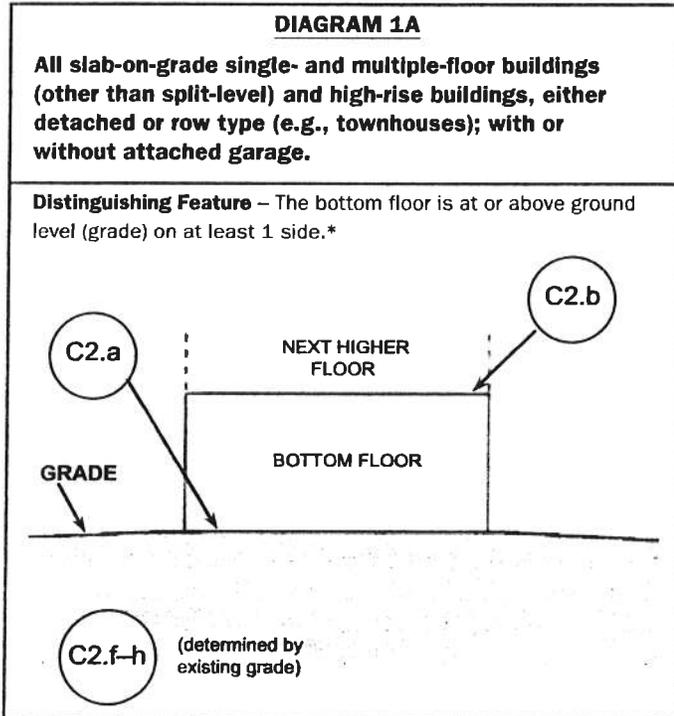
**Item G10.** Community's design flood elevation. Enter the elevation (including freeboard above the BFE) to which the community requires the lowest floor to be elevated. Indicate the elevation datum used.

Enter your name, title, and telephone number, and the name of the community. Sign and enter the date in the appropriate blanks.

## Building Diagrams

The following diagrams illustrate various types of buildings. Compare the features of the building being certified with the features shown in the diagrams and select the diagram most applicable. Enter the diagram number in Item A7, the square footage of crawlspace or enclosure(s) and the area of flood openings in square inches in Items A8.a–c, the square footage of attached garage and the area of flood openings in square inches in Items A9.a–c, and the elevations in Items C2.a–h.

In A zones, the floor elevation is taken at the top finished surface of the floor indicated; in V zones, the floor elevation is taken at the bottom of the lowest horizontal structural member (see drawing in instructions for Section C).

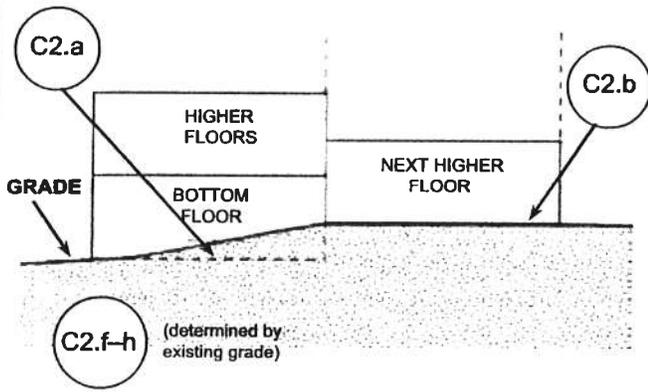


\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

**DIAGRAM 3**

All split-level buildings that are slab-on-grade, either detached or row type (e.g., townhouses); with or without attached garage.

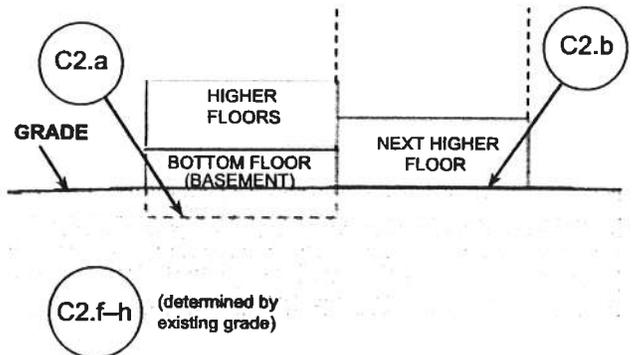
**Distinguishing Feature** – The bottom floor (excluding garage) is at or above ground level (grade) on at least 1 side.\*



**DIAGRAM 4**

All split-level buildings (other than slab-on-grade), either detached or row type (e.g., townhouses); with or without attached garage.

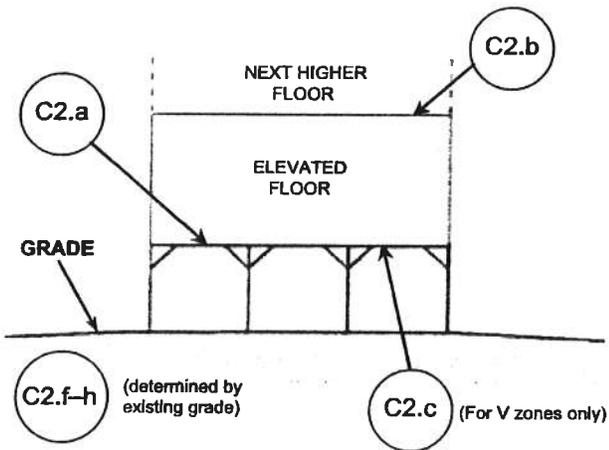
**Distinguishing Feature** – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.\*



**DIAGRAM 5**

All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.

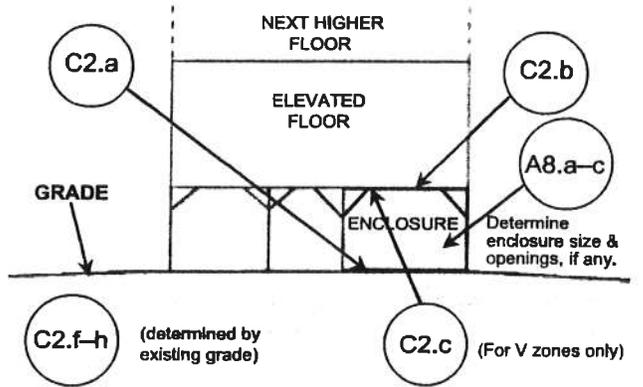
**Distinguishing Feature** – For all zones, the area below the elevated floor is open, with no obstruction to flow of floodwaters (open lattice work and/or insect screening is permissible).



**DIAGRAM 6**

All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.

**Distinguishing Feature** – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings\*\* present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



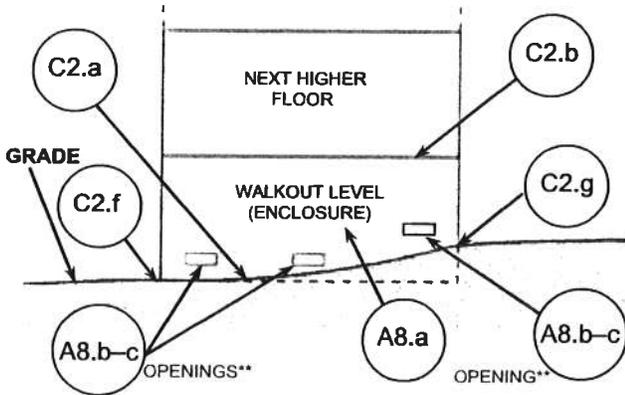
\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

\*\* An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

**DIAGRAM 7**

All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least 1 side is at or above grade. The principal use of this building is located in the elevated floors of the building.

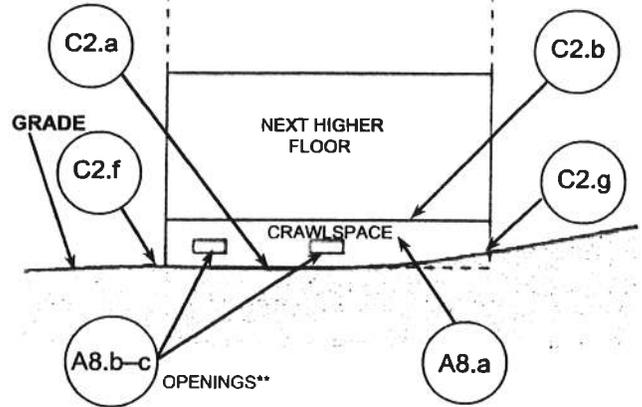
**Distinguishing Feature** – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings\*\* present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



**DIAGRAM 8**

All buildings elevated on a crawspace with the floor of the crawspace at or above grade on at least 1 side, with or without an attached garage.

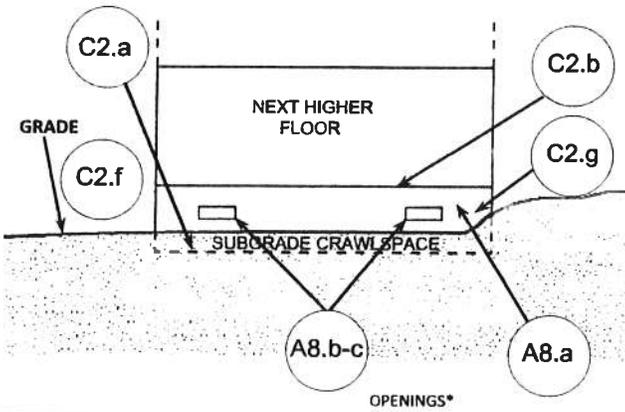
**Distinguishing Feature** – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawspace is with or without openings\*\* present in the walls of the crawspace. Indicate information about crawspace size and openings in Section A – Property Information.



**DIAGRAM 9**

All buildings (other than split-level) elevated on a sub-grade crawspace, with or without attached garage.

**Distinguishing Feature** – The bottom (crawspace) floor is below ground level (grade) on all sides.\* (If the distance from the crawspace floor to the top of the next higher floor is more than 5 feet, or the crawspace floor is more than 2 feet below the grade [LAG] on all sides, use Diagram 2.)



\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

\*\* An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

**AGENDA ITEM #28.f.3.**

**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), Theresa A. Abell (HOMEOWNER), and T & M Elevation (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 2525 CEMETERY RD., SANTA FE, TX 77517 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 21<sup>st</sup> Street), 3<sup>rd</sup> Floor  
Galveston, Texas 77550  
**Telephone:** 409 770 5355  
**Email:** [cynthia.pagan@co.galveston.tx.us](mailto:cynthia.pagan@co.galveston.tx.us)

**CONTRACTOR:**

**Name of Company:** T & M Elevation  
**Name of Designated contact person:** Greg Minnick  
**Address:** 6880 Fm 517  
Duckhorn, TX 77539  
**Telephone:** 832-580-1916  
**Email:** gminnick@yahoo.com

**HOMEOWNER: Theresa A. Abell**

**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:** Theresa A. Abell

**HOMEOWNER'S contact:** Theresa A. Abell\*

**Address of Homeowner:** 2525 Cemetery Rd  
Santa Fe, TX 77510  
**Telephone:** 281-460-1662, 713-921-8921

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                        | \$140,430.75        |
| d. NON-ELEVATION COSTS**                            | \$0.00              |
| e. TEMPORARY HOUSING, if applicable***              | \$246.00            |
| f. ICC Claim Processing Fee****                     | <u>\$TBD</u>        |
| Total Budgeted PROJECT HARD COSTS:                  | <b>\$147,676.75</b> |

##### 2. PROJECT HARD COSTS:

|                                                            |                     |
|------------------------------------------------------------|---------------------|
| a. <u>Total Due from HOMEOWNER:</u>                        |                     |
| 10% of Preparation and Presentation of MITIGATION OFFER*   | \$350.00            |
| 10% of Project Management*                                 | \$350.00            |
| 10% of ELEVATION CONTRACT AMOUNT                           | \$14,043.08         |
| 100% of NON-ELEVATION COSTS (paid separately)**            | \$0.00              |
| TEMPORARY HOUSING, if applicable (reimbursed 90%)***       | \$0.00              |
| 10% of ICC claim processing fee (\$100), if applicable**** | \$TBD               |
| b. <u>Federal Share (90% of grant eligible costs):</u>     |                     |
| 90% of Preparation and Presentation of MITIGATION OFFER*   | \$3,150.00          |
| 90% of Project Management                                  | \$3,150.00          |
| 90% of ELEVATION CONTRACT AMOUNT                           | \$126,387.68        |
| 00% of NON-ELEVATION COSTS**                               | \$00.00             |
| 90% reimbursement of TEMPORARY HOUSING, if applicable***   | \$221.40            |
| 90% of ICC claim processing fee (\$900), if applicable**** | <u>\$TBD</u>        |
| c. Total PROJECT HARD COSTS:                               | <b>\$147,676.75</b> |

\*, \*\*, \*\*\*, 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 HOMEOWNER 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](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 15 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 as 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

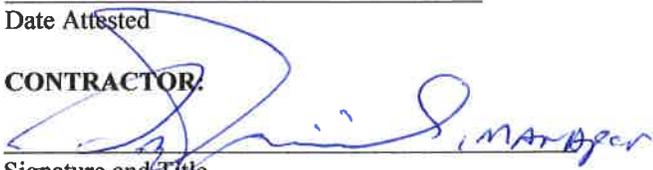
\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Dwight D. Sullivan, County Clerk

\_\_\_\_\_  
Date Attested

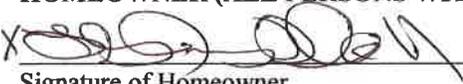
**CONTRACTOR:**

  
Signature and Title

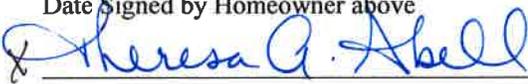
Greg Minnich, manager  
Printed Name and Title of person signing for CONTRACTOR

8/14/13  
Date Signed

**HOMEOWNER (ALL PERSONS WITH OWNERSHIP INTEREST MUST SIGN):**

  
Signature of Homeowner

8/12/2013  
Date Signed by Homeowner above

  
Signature of Homeowner

8-12-13  
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



# T & M Elevation

**6880 FM 517**  
**Dickinson, Texas 77539**  
**(832) 580-1916**

---

Quote for: Theresa A. Abel  
2525 Cemetery Road  
Santa Fe, Texas 77517

SLAB ELEVATION

Elevation Cost- \$140,430.75

Non-Elevation Cost- \$0.00

Scope of Work: - 1724 Sq. Ft Home to be Elevated to BFE

- Provide Engineered Drawings, Elevation Certificate, Building Permit
- Barricade work area with orange fence and silt fence for erosion control
- Clean up Debris and provide Dumpster and Port-o-let
- Excavate and push Block Piling to refusal
- Elevate Home 3 Ft above existing elevation
- Disconnect and Reconnect water , sewer and Electrical Ground
- Elevate Existing Outside Air Condition Unit
- Pour concrete footings w/re-bar
- Provide and Install 5/8" Turn Buckles at Foundation Corners
- Install Rectangular Vents and an access door
- Provide and Lay 8x8x16" CMU block foundation wall around structure
- Install 3 ea. 4' Landings and Steps with Rails at side Entry and at Rear Entry and 1 set at Front Entry
- Final Grade, Provide Topsoil for Disturbed areas
- Remove and restore existing landscaping
- Provide 1724 SF of Closed Cell, Medium Density, Spray Foam Insulation under slab
- Reconnect and repair fencing around house perimeter

Total Contract Amount- \$140,430.75

Home Owner to vacate the property – 3 days X \$82.00/day = \$246.00

Overall Elevation Schedule 45 Working Days/77 Calendar Days

- Elevation Height was established per Grade Beams to clear for Ventilation of House

Slab Raise

**TM Elevation**

6880 FM 517  
Dickinson, Texas  
832 580-1916

2525 Cemetery Rd  
**Date**

**Mon, Aug 12, 13**

**Summary**

|                                           |              |                     |
|-------------------------------------------|--------------|---------------------|
| <b>1 Pre Construction</b>                 |              | <b>\$2,885.00</b>   |
| <b>2 Site Development</b>                 |              | <b>\$1,080.00</b>   |
| <b>3 Temp power</b>                       |              | <b>\$1,225.00</b>   |
| <b>4 Site Prep</b>                        |              | <b>\$1,149.53</b>   |
| <b>5 Excavation and Push Block Piling</b> |              | <b>\$31,930.40</b>  |
| <b>6 Raise / Unified Jacking</b>          |              | <b>\$24,460.57</b>  |
| <b>7 Utilities</b>                        |              | <b>\$8,450.00</b>   |
| <b>8 Foundation</b>                       |              | <b>\$14,560.15</b>  |
| <b>9 Steps - Concrete</b>                 |              | <b>\$2,760.00</b>   |
| <b>10 Flat Work Concrete</b>              |              | <b>\$1,032.00</b>   |
| <b>11 Decks - Wood</b>                    |              | <b>\$3,600.00</b>   |
| <b>12 Punch-out</b>                       |              | <b>\$1,500.00</b>   |
| <b>13 Final Grade</b>                     |              | <b>\$1,540.00</b>   |
| <b>14 Landscape</b>                       |              | <b>\$2,450.00</b>   |
| <b>15 Insulation</b>                      |              | <b>\$3,275.60</b>   |
| <b>Total Cost</b>                         |              | <b>\$101,898.25</b> |
| <b>Bonding and Insurance</b>              |              | <b>\$17,902.15</b>  |
| <b>Overhead and Development</b>           | <b>8.00%</b> | <b>\$9,584.03</b>   |
| <b>Total Cost and Fees</b>                |              | <b>\$129,384.43</b> |
| <b>Profit</b>                             | <b>7.87%</b> | <b>\$11,046.32</b>  |
| <b>Non-Elevation Costs</b>                |              | <b>\$0.00</b>       |
| <b>Quoted Bid Price</b>                   |              | <b>\$140,430.75</b> |

Slab Raise

**TM Elevation**

6880 FM 517  
Dickinson, Texas  
832 580-1916

**House**

**FEET**

Date  
Mon, Aug 12, 13

|           |                  |          |
|-----------|------------------|----------|
| 1st Floor | Square Feet      | 1,724.00 |
| 2nd Floor | Square Feet      | 0.00     |
|           | BFE              | 1.60     |
|           | Floor Elevation  | 0.00     |
| 1.4       | Target BFE + 1.4 | 3.00     |
|           | Raise            | 3.00     |

| Item                      | Item Description                     | Cd | Unit | Quantity | Unit Cost  | Item Price        |
|---------------------------|--------------------------------------|----|------|----------|------------|-------------------|
| <b>1 Pre Construction</b> |                                      |    |      |          |            |                   |
| Signage                   | Company Lot SAFETY Sign              | A  | EA   | 1        | \$35.00    | \$35.00           |
| Survey                    | Elevation Certificate                | S  | EA   | 2        | \$350.00   | \$700.00          |
| Blue Prints               | Working House Plans Design & Develop | S  | EA   | 1        | \$1,500.00 | \$1,500.00        |
| Drawing Copies            | Copies of Plans and Drawings         | O  | Pg.  | 10       | \$5.00     | \$50.00           |
| Testing                   | Soil Testing                         | S  | EA   | 1        | \$350.00   | \$350.00          |
| Building Permit           |                                      | G  | EA   | 1        | \$250.00   | \$250.00          |
| Other                     |                                      | L  | HR   | 0        | \$0.00     | \$0.00            |
| Other                     |                                      |    |      |          |            | \$0.00            |
| Other                     |                                      |    |      |          |            | \$0.00            |
| <b>Subtotal</b>           |                                      |    |      |          |            | <b>\$2,885.00</b> |

| Item                      | Item Description               | Cd | Unit | Quantity | Unit Cost | Item Price        |
|---------------------------|--------------------------------|----|------|----------|-----------|-------------------|
| <b>2 Site Development</b> |                                |    |      |          |           |                   |
| <b>Lot #1</b>             |                                |    |      |          |           |                   |
| Trees                     | Cut trees                      | S  | EA   | 0        | \$500.00  | \$0.00            |
| Shrubs                    | Skid Steer to remove Shrubs    | E  | EA   | 0        | \$200.00  | \$0.00            |
| Debris Disposal           | Load Dumpster                  | L  | HR   | 0        | \$13.00   | \$0.00            |
|                           | Haul brush off site            | S  | EA   | 0        | \$400.00  | \$0.00            |
| Stump removal             | Dig up stumps with a excavator | X  | HR   | 0        | \$75.00   | \$0.00            |
|                           | Operator for Mini Excavator    | L  | HR   | 4        | \$20.00   | \$80.00           |
|                           | Haul stumps off site           | S  | EA   | 0        | \$300.00  | \$0.00            |
| Dumpster                  | Haul off Debris - Loads        | S  | EA   | 2        | \$500.00  | \$1,000.00        |
| Other                     |                                |    |      |          |           | \$0.00            |
| Other                     |                                |    |      |          |           | \$0.00            |
| Other                     |                                |    |      |          |           | \$0.00            |
| <b>Subtotal</b>           |                                |    |      |          |           | <b>\$1,080.00</b> |

Slab Raise

| Item                | Item Description               | Cd | Unit | Quantity | Unit Cost | Item Price        |
|---------------------|--------------------------------|----|------|----------|-----------|-------------------|
| <b>3 Temp power</b> |                                |    |      |          |           |                   |
|                     |                                |    |      |          |           | \$0.00            |
| Deposit fees        | Electric Utility               | O  | EA   | 0        | \$60.00   | \$0.00            |
| Power bill          | Electric Utility               | O  | MO   | 0        | \$70.00   | \$0.00            |
| Temp pole           | 25 ft. by 4 in                 | M  | EA   | 0        | \$100.00  | \$0.00            |
|                     | 2in weather head               | M  | EA   | 0        | \$25.00   | \$0.00            |
|                     | 2in ridged conduit             | M  | FT   | 0        | \$2.25    | \$0.00            |
|                     | Meter base 200AMP              | M  | EA   | 0        | \$50.00   | \$0.00            |
|                     | Breaker panel                  | M  | EA   | 0        | \$90.00   | \$0.00            |
|                     | Breakers                       | M  | EA   | 0        | \$15.00   | \$0.00            |
|                     | 2/0 copper wire                | M  | FT   | 0        | \$5.50    | \$0.00            |
|                     | 1/0 copper wire                | M  | FT   | 0        | \$4.30    | \$0.00            |
|                     | #4 ground wire                 | M  | FT   | 0        | \$2.00    | \$0.00            |
|                     | Ground rod                     | M  | EA   | 0        | \$23.00   | \$0.00            |
| Elect Contractor    | Set and Build Pole             | S  | EA   | 0        | \$250.00  | \$0.00            |
| Generator           | Temp Power                     | M  | Ea   | 1        | \$550.00  | \$550.00          |
| Gas                 | Generator 5gal per day 45 days | M  | Gal  | 225      | \$3.00    | \$675.00          |
| Other               |                                |    |      |          |           | \$0.00            |
| Other               |                                |    |      |          |           | \$0.00            |
| <b>Subtotal</b>     |                                |    |      |          |           | <b>\$1,225.00</b> |

\$0.00

\$0.00

| Item               | Item Description                               | Cd | Unit | Quantity | Unit Cost | Item Price        |
|--------------------|------------------------------------------------|----|------|----------|-----------|-------------------|
| <b>4 Site Prep</b> |                                                |    |      |          |           |                   |
| Barrier Fence      | 4' X 100' Orange Barrier Fence                 | M  | EA   | 2        | \$28.97   | \$57.94           |
| Silt Fence         | Silt Fence 100' Roll X3' HDX                   | M  | EA   | 2        | \$38.98   | \$77.96           |
| Mark Out           | Septic tank, Leach Field, Install Fencing      | L  | EA   | 1        | \$50.00   | \$50.00           |
| Locate             | Utilities                                      | G  | EA   | 1        | \$0.00    | \$0.00            |
| Misc.              | Paint                                          | M  | EA   | 2        | \$4.97    | \$9.94            |
|                    | Survey ribbon                                  | M  | RL   | 1        | \$1.25    | \$1.25            |
|                    | Stakes                                         | M  | EA   | 30       | \$1.50    | \$45.00           |
|                    | Plastic Sheeting to Cover Grass                | M  | EA   | 2        | \$160.00  | \$320.00          |
| Fence Post         | 5-1/2 ft. x 3-1/2 in. x 1-3/4 in. Steel T-Post | M  | EA   | 22       | \$4.52    | \$99.44           |
|                    | Slab and foundation cracks - Cases - Labor     |    |      |          |           |                   |
| Epoxy              | and Materials                                  | M  | EA   | 1        | \$488.00  | \$488.00          |
| <b>Subtotal</b>    |                                                |    |      |          |           | <b>\$1,149.53</b> |

\$0.00

\$0.00

| Item                                      | Item Description                         | Cd | Unit | Quantity | Unit Cost | Item Price         |
|-------------------------------------------|------------------------------------------|----|------|----------|-----------|--------------------|
| <b>5 Excavation and Push Block Piling</b> |                                          |    |      |          |           |                    |
|                                           | 20 Blocks Deep or about                  |    |      |          |           | \$0.00             |
|                                           | 12.7 Feet Deep                           |    |      |          |           | \$0.00             |
| Block Piling                              | Luke's Crew Push Block Piling to Refusal | S  | EA   | 69       | \$400.00  | \$27,584.00        |
|                                           | 8 X 8 X 8 Block Piling                   | M  | EA   | 1379     | \$1.15    | \$1,586.08         |
|                                           | 5/8" x 7 5/8" Rebar Pins                 | M  | EA   | 1379     | 0.65      | \$896.48           |
|                                           | 1/4" X 3" X 3" Shims                     | M  | EA   | 0        | \$0.85    | \$0.00             |
|                                           | 1/8" X 3" X 3" Shims                     | M  | EA   | 0        | \$0.45    | \$0.00             |
|                                           | 2" X 3" X 14" Hardwood Wedges            | M  | EA   | 138      | \$2.00    | \$275.84           |
| Steel                                     | WF 6 x 15 H-Beams                        | M  | FT   | 20       | \$15.00   | \$300.00           |
|                                           | 4x6 angle Iron Clips                     | M  | EA   | 8        | \$20.00   | \$160.00           |
|                                           | 6" Channel Brackets                      | M  | EA   | 4        | \$60.00   | \$240.00           |
|                                           | 5/8" X 4 3/4" Wedge Anchors              | M  | EA   | 30       | \$2.00    | \$60.00            |
| Other                                     | Freight                                  | O  | Ea   | 1.38     | \$600.00  | \$828.00           |
| <b>Subtotal</b>                           |                                          |    |      |          |           | <b>\$31,930.40</b> |

Slab Raise

| Item                             | Item Description                         | Cd | Unit | Quantity | Unit Cost  | Item Price         |
|----------------------------------|------------------------------------------|----|------|----------|------------|--------------------|
| <b>6 Raise / Unified Jacking</b> |                                          |    |      |          |            |                    |
| <b>3.00 Foot Raise</b>           |                                          |    |      |          |            |                    |
| Jack Home                        | Chad's Crew to Raise 1st Floor Structure | S  | SF   | 1,724.00 | \$11.00    | \$18,964.00        |
| Head Blocks                      | 8 X 8 X 16 Solid                         | M  | EA   | 43       | \$3.05     | \$131.15           |
| Pile Blocks                      | 8 X 8 X 8 Block Piling                   | M  | EA   | 326      | \$1.15     | \$374.42           |
| Pins                             | 5/8" x 7 5/8" Rebar Pins                 | M  | EA   | 326      | 0.65       | \$211.63           |
| Shims                            | 1/4" X 3" X 3" Shims                     | M  | EA   | 482.72   | \$0.85     | \$410.31           |
| "                                | 1/8" X 3" X 3" Shims                     | M  | EA   | 482.72   | \$0.45     | \$217.22           |
| Wedges                           | 2" X 3" X 14" Hardwood Wedges            | M  | EA   | 137.92   | \$2.00     | \$275.84           |
| Steel                            | Beam Material 1022x50                    | M  | EA   | 0        | \$770.00   | \$0.00             |
| Steel                            | Beam Material 1022x30                    | M  | EA   | 0        | \$462.00   | \$0.00             |
| Steel                            | Beam Material 10x22x20                   | M  | EA   | 0        | \$308.00   | \$0.00             |
| Anchors                          | 5/8" X 4 3/4" Wedge Anchors              | M  | EA   | 30       | \$2.00     | \$60.00            |
| Ground                           | Reground Meter Base                      | M  | EA   | 1        | \$150.00   | \$150.00           |
| Blocks                           | 2" Concrete Shim Blocks                  | M  | EA   | 76       | \$1.50     | \$114.00           |
| Blocks                           | 4" Shim Blocks                           | M  | EA   | 76       | \$2.00     | \$152.00           |
| Lifting Labor                    | Luke's Crew - Provide Lifting Labor      | S  | Day  | 1        | \$2,800.00 | \$2,800.00         |
| Other                            | Freight                                  | O  | EA   | 1        | \$600.00   | \$600.00           |
| <b>Subtotal</b>                  |                                          |    |      |          |            | <b>\$24,460.57</b> |
|                                  |                                          |    |      |          |            | \$0.00             |

| Item               | Item Description                                                                | Cd | Unit | Quantity | Unit Cost  | Item Price        |
|--------------------|---------------------------------------------------------------------------------|----|------|----------|------------|-------------------|
| <b>7 Utilities</b> |                                                                                 |    |      |          |            |                   |
| <b>Water</b>       | Plumbing Sub Contractor reconnect                                               | S  | EA   | 1        | \$1,500.00 | \$1,500.00        |
| <b>Sewer</b>       | Plumbing Sub Contractor reconnect                                               | S  | EA   | 1        | \$2,500.00 | \$2,500.00        |
| <b>Gas</b>         | None                                                                            | S  | EA   | 0        | \$0.00     | \$0.00            |
| <b>Electrical</b>  | Lic Electrical Sub Contractor disconnect Under ground install under-ground Whip | S  | EA   | 1        | \$500.00   | \$500.00          |
|                    | Lic Electrical Sub Contractor reconnect power/Ground                            | S  | EA   | 1        | \$450.00   | \$450.00          |
|                    | Lic Electrical Sub Contractor Lower Meter                                       | S  | EA   | 1        | \$1,500.00 | \$1,500.00        |
| <b>HVAC</b>        | HVAC Sub Contractor disconnect- evacuate system                                 | S  | EA   | 2        | \$250.00   | \$500.00          |
|                    | HVAC Sub Contractor reconnect and service system                                | S  | EA   | 2        | \$750.00   | \$1,500.00        |
| Other              |                                                                                 |    |      |          |            | \$0.00            |
| Other              |                                                                                 |    |      |          |            | \$0.00            |
| <b>Subtotal</b>    |                                                                                 |    |      |          |            | <b>\$8,450.00</b> |

Slab Raise

| Item                    | Item Description                            | Cd | Unit | Quantity | Unit Cost | Item Price  |
|-------------------------|---------------------------------------------|----|------|----------|-----------|-------------|
| <b>8 Foundation</b>     |                                             |    |      |          |           |             |
| <b>Footings</b>         |                                             |    |      |          |           | \$0.00      |
| <b>Width</b>            | 2                                           |    |      |          |           | \$0.00      |
| <b>Depth</b>            | 1                                           |    |      |          |           | \$0.00      |
| <b>Block Foundation</b> |                                             |    |      |          |           | \$0.00      |
| Footings                | Excavate Perimeter- Dig Footing             | S  | FT   | 210      | \$10.00   | \$2,100.00  |
|                         | Pour Footing                                | M  | CY   | 16       | \$200.00  | \$3,111.11  |
| Wall                    | Block CMU Splitface                         | M  | EA   | 858      | \$2.43    | \$2,083.94  |
| Wall                    | Lay CMU                                     | S  | EA   | 858      | \$4.00    | \$3,430.35  |
| Wall                    | Materials Brick Skirting / Foundation Walls | M  | EA   | 0        | \$0.70    | \$0.00      |
| Wall                    | Labor Brick Skirting / Foundation Walls     | M  | EA   | 0        | \$1.00    | \$0.00      |
| Vents                   | Oval Vents                                  | M  | EA   | 7        | \$75.00   | \$548.25    |
| Vents                   | Rectangular Vents                           | M  | EA   | 16       | \$50.00   | \$796.50    |
| Access Door             | 24 x 24 or 18 x 18                          | M  | EA   | 1        | \$200.00  | \$200.00    |
| Turnbuckle Sets         | 5/8" X 12" Galvanized Turnbuckles Sets      | M  | EA   | 16       | \$40.00   | \$640.00    |
| Rebar                   | #5 Rebar                                    | M  | EA   | 105      | \$10.00   | \$1,050.00  |
| Freight                 | Freight                                     | O  | EA   | 1        | \$600.00  | \$600.00    |
| Other                   |                                             | O  | EA   | 0        | \$0.00    | \$0.00      |
| Other                   |                                             | O  | EA   | 0        | \$0.00    | \$0.00      |
| <b>Subtotal</b>         |                                             |    |      |          |           | \$14,560.15 |

| Item                      | Item Description                            | Cd | Unit | Quantity | Unit Cost  | Item Price |
|---------------------------|---------------------------------------------|----|------|----------|------------|------------|
| <b>9 Steps - Concrete</b> |                                             |    |      |          |            |            |
| <b>Contract</b>           |                                             |    |      |          |            | \$0.00     |
| Contract                  | Front Landing Masonary and 42" Wide steps - | S  | EA   | 1        | \$2,100.00 | \$2,100.00 |
| Railing                   | Railing                                     | S  | EA   | 12       | \$55.00    | \$660.00   |
| Other                     |                                             |    |      |          |            | \$0.00     |
| <b>Subtotal</b>           |                                             |    |      |          |            | \$2,760.00 |

| Item                         | Item Description                    | Cd | Unit | Quantity | Unit Cost | Item Price |
|------------------------------|-------------------------------------|----|------|----------|-----------|------------|
| <b>10 Flat Work Concrete</b> |                                     |    |      |          |           |            |
| Driveway                     | Pour Slope Driveway                 | L  | CY   | 0        | \$250.00  | \$0.00     |
| Driveway                     | Drive Sub Piles                     | S  | EA   | 0        | \$250.00  | \$0.00     |
| Walkway                      | Patch Slab Patio x 6" w chain walls | L  | EA   | 1        | \$900.00  | \$900.00   |
| Rebar                        | #5 Rebar                            | M  | EA   | 12       | \$11.00   | \$132.00   |
| Other                        |                                     | M  | EA   |          |           | \$0.00     |
| Other                        |                                     | M  | EA   |          |           | \$0.00     |
| <b>Subtotal</b>              |                                     |    |      |          |           | \$1,032.00 |

| Item                   | Item Description                          | Cd | Unit | Quantity | Unit Cost  | Item Price |
|------------------------|-------------------------------------------|----|------|----------|------------|------------|
| <b>11 Decks - Wood</b> |                                           |    |      |          |            |            |
| Decks - Wood           | Landing and Steps for Back and side Exits | M  | EA   | 3        | \$1,200.00 | \$3,600.00 |
| Other                  |                                           | M  | EA   | 0        | \$0.00     | \$0.00     |
| Other                  |                                           | M  | EA   |          |            | \$0.00     |
| <b>Subtotal</b>        |                                           |    |      |          |            | \$3,600.00 |

Slab Raise

| Item                | Item Description | Cd | Unit | Quantity | Unit Cost | Item Price |
|---------------------|------------------|----|------|----------|-----------|------------|
| <b>12 Punch-out</b> |                  |    |      |          |           |            |
| Other               | Materials        | M  | EA   | 1        | \$600.00  | \$600.00   |
| Other               | Labor            | M  | EA   | 1        | \$900.00  | \$900.00   |
| Other               |                  | M  | EA   |          |           | \$0.00     |
| <b>Subtotal</b>     |                  |    |      |          |           | \$1,500.00 |

| Item                  | Item Description | Cd | Unit | Quantity | Unit Cost | Item Price |
|-----------------------|------------------|----|------|----------|-----------|------------|
| <b>13 Final Grade</b> |                  |    |      |          |           |            |
| Other                 | Top Soil         | M  | yds  | 30       | \$30.00   | \$900.00   |
| Other                 | Labor            | L  | Hr   | 32       | \$20.00   | \$640.00   |
| <b>Subtotal</b>       |                  |    |      |          |           | \$1,540.00 |

| Item                | Item Description                 | Cd | Unit | Quantity | Unit Cost | Item Price |
|---------------------|----------------------------------|----|------|----------|-----------|------------|
| <b>14 Landscape</b> |                                  |    |      |          |           |            |
|                     |                                  |    |      |          |           | \$0.00     |
| Lawn                | Seed                             | M  | LB   |          |           | \$0.00     |
|                     | Sod 450 sf pallets               | M  | EA   | 7        | \$175.00  | \$1,225.00 |
|                     | Lay and Roll Sod                 | L  | EA   | 7        | \$175.00  | \$1,225.00 |
|                     | Fertilizer 50lb Bag              | M  | EA   |          |           | \$0.00     |
|                     | Rake, Fertilize and Roll Topsoil | L  | YD   |          |           | \$0.00     |
|                     | Sow Seeds                        | L  | EA   |          |           | \$0.00     |
| Shrubs /Trees       | Plant #1                         | M  | EA   |          |           | \$0.00     |
|                     | Plant #2                         | M  | EA   |          |           | \$0.00     |
|                     | Plant #3                         | M  | EA   |          |           | \$0.00     |
|                     | Plant #4                         | M  | EA   |          |           | \$0.00     |
| Mulch               | Bark Mulch Bagged                | M  | EA   |          |           | \$0.00     |
| Other               |                                  | M  | EA   |          |           | \$0.00     |
| Other               |                                  | M  | EA   |          |           | \$0.00     |
| Other               |                                  | M  | EA   |          |           | \$0.00     |
| <b>Subtotal</b>     |                                  |    |      |          |           | \$2,450.00 |

| Item                 | Item Description               | Cd | Unit | Quantity | Unit Cost | Item Price |
|----------------------|--------------------------------|----|------|----------|-----------|------------|
| <b>15 Insulation</b> |                                |    |      |          |           |            |
| <b>Spray Foam</b>    |                                |    |      |          |           |            |
|                      |                                |    |      |          |           | \$0.00     |
|                      | R-13 2" spray foam Closed Cell | S  | Sf   | 1724     | \$1.90    | \$3,275.60 |
| Other                |                                | M  | EA   |          |           | \$0.00     |
| <b>Subtotal</b>      |                                |    |      |          |           | \$3,275.60 |

\$101,898.25

**Exhibit B:**

**County of Galveston/SRL Elevation Program  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,  
AND OTHER RESPONSIBILITY MATTERS**

Proposer: Minnich Enterprises LLC dba Tom Elevation

Date of Certification: 8/14/13

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.

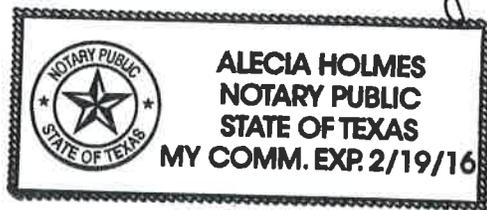
By: [Signature]  
Signature

Greg Minnich, Manager  
Printed name and title of person signing above for Proposer

Sworn to and Subscribed before me on this 14<sup>th</sup> day of August, 2013.

Alecia Holmes  
Notary Public in and for the State of Texas

My commission expires: February 19, 2016



**Exhibit C**

MITIGATION OFFER/Declination Notice specific to this PROPERTY



Your Final Mitigation Offer is based on adjusting the valuation of your purchase offer of \$0.00 by applicable additions (e.g. supplemental housing payments) of \$0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of \$0.00. The methodology used to calculate your property value (i.e. pre-event market value, current market value, outstanding loans, original purchase price) was \$0.00.

Final Mitigation Offer: N/A

N/A

Federal / non-Federal Cost Share (75 / 25 or 90 / 10):

Cost borne by property owner: N/A

For any property potentially eligible for ICC under the SRL ICC pilot program, the homeowner will assign to the County the right to file an ICC claim (using the Assignment of Coverage D claim). The County will then file an ICC claim for an amount up to the covered ICC benefits to fulfill that portion of the minimum non-federal match for which the policyholder is responsible. Any ICC claim payment received will be reimbursed directly to the homeowner. This amount, not to exceed \$30,000 is shown above as, "*Cost borne by property owner*".

You are accountable for maintenance and insurance requirements for the property during the mitigation project (i.e., maintaining flood insurance through property transfer).

Your additional responsibilities may include, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County and Texas Water Development Board grant and contract requirements, and other programmatic requirements e.g., timelines for vacating the property and as specified below by Galveston County.

At this time you must sign the attached Statement of Voluntary Participation.

### **Section B. For Mitigation Activities Other than Acquisition**

Your Final Mitigation Offer amount is based on adjusting the cost of the mitigation activity of \$147,676.74 by applicable additions of \$0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of \$0.00.

Final Mitigation Offer: \$147,676.75

Federal / non-Federal Cost Share (75 / 25 or 90 / 10): 90%/10%

Cost borne by property owner: \$14,767.68 - 10% of Final Mitigation Offer Amount.

You are accountable for maintenance and insurance requirements for the property during and after the mitigation project implementation (i.e., maintaining flood insurance on your property).

Your additional responsibilities may include securing a contractor, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County grant and contract requirements, and other programmatic requirements as specified below by the Galveston County.

Fully Executed Tri-Party Agreement is incorporated here by reference

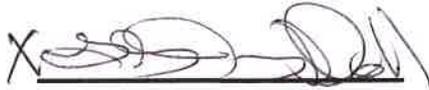
You must sign the attached Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area for elevation, mitigation reconstruction, or dry floodproofing activities.

6. All holders of recorded interest in the property have been notified of the final mitigation offer. The holders of recorded interest are:

\_\_\_\_\_

\_\_\_\_\_

*The local government and property owner will initial and date below to document each meeting related to the Mitigation Offer.*

X   
\_\_\_\_\_  
Homeowner(s)

  
\_\_\_\_\_  
Local Government Official(s)

X 8/12/2013  
\_\_\_\_\_  
Date

X   
\_\_\_\_\_  
Homeowner(s)

  
\_\_\_\_\_  
Local Government Official(s)

X 8/12/13  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner(s)

\_\_\_\_\_  
Local Government Official(s)

\_\_\_\_\_  
Date

**Accepting or Declining the Mitigation Offer**

**You have 45 days from the date of the Mitigation Offer Letter to accept or decline the mitigation offer of assistance by signing the appropriate section below and returning it to [City/County] in the attached envelope or in person at [City/County address]. Failure to respond to the Mitigation Offer within 45 days of the date on this Mitigation Offer constitutes declining the Mitigation Offer.**

1. You may request in writing that the Regional Administrator extend your the period of time to consider the mitigation offer beyond 45 days. In your letter you must explain the extenuating circumstances. This request must be submitted before the expiration of the 45 day time period.
2. If you decline the Mitigation Offer made under the SRL program, your property will be subject to an increased flood insurance premium rate. Generally, this increase will occur upon renewal of the insurance policy. You will receive a separate Notice of NFIP Insurance Premium Rate Increase from FEMA.
3. If you decline the Mitigation Offer, you retain the right to appeal the increased flood insurance premium rate only in certain circumstances in accordance with 44 CFR Part 79.7 (d).

This offer of mitigation assistance remains open and available to you, even if you decline and/or appeal the offer, as long as the SRL program exists and funds are available.

**Accepting the Mitigation Offer**

Final Mitigation Offer: **\$147,676.75**

Mitigation Activity: **Elevation**

I, the property owner, accept this Mitigation Offer

  
\_\_\_\_\_  
Signature of SRL Property Owner(s) or Authorized Representative(s)

8/12/2013  
Date

  
\_\_\_\_\_  
Signature of SRL Property Owner(s) or Authorized Representative(s)

8/12/13  
Date

\_\_\_\_\_  
Signature of [City/County] Representative

\_\_\_\_\_  
Date

NFIP Policy Number: \_\_\_\_\_

Repetitive Loss Number: \_\_\_\_\_

RL00045438

### Declining the Mitigation Offer

**Mitigation Offer Declined:** I do not accept this Mitigation Offer of Assistance. I understand that FEMA will notify me of the chargeable insurance premium rate increase for my property. FEMA will issue a Notice of NFIP Insurance Premium Rate Increase to me specifying the effective date of the insurance premium rate increase for my property. Generally, this increase will occur upon renewal of the insurance policy.

In addition, I understand that I have the right to appeal an increase in flood insurance premium rate only in certain circumstances and have received information from the subgrantee on the specific grounds for appeal and that process. Failure to respond to this offer within 45 days constitutes declining the Mitigation Offer of Assistance.

\_\_\_\_\_  
Signature of SRL Property Owner(s) or Authorized Representative(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of SRL Property Owner(s) or Authorized Representative(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

NFIP Policy Number: \_\_\_\_\_

Repetitive Loss Number: \_\_\_\_\_

## 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/](http://www.twdb.state.tx.us/about/contract_admin/)**

#### **STATE AUDITOR CLAUSE**

By executing this Elevation Agreement, HOMEOWNER and CONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The HOMEOWNER and CONTRACTOR shall comply with and cooperate in any such investigation or audit. The HOMEOWNER and CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The HOMEOWNER and CONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the HOMEOWNER and CONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

#### **FINANCIAL RECORDS**

The HOMEOWNER and CONTRACTOR and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TEXAS WATER DEVELOPMENT BOARD (TWDB). Accounting by the HOMEOWNER and CONTRACTOR and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

#### **OWNERSHIP**

The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this Elevation Agreement. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Elevation Agreement and developed by the HOMEOWNER and CONTRACTOR or its contracted parties pursuant to this CONTRACT shall become the joint property of the HOMEOWNER and CONTRACTOR and the TWDB. These materials shall not be copyrighted or patented by the HOMEOWNER and CONTRACTOR or by any consultants involved in this Elevation Agreement unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the HOMEOWNER and CONTRACTOR or its SUB-SUBCONTRACTORS will in no way limit the TWDBs access to or right to request and receive or distribute data and information obtained or developed pursuant to this Elevation Agreement. Any material subject to a TWDB copyright and produced by the HOMEOWNER and CONTRACTOR or TWDB pursuant to this Elevation Agreement may be printed by the HOMEOWNER and CONTRACTOR or the TWDB at their own cost and distributed by either at their discretion. The HOMEOWNER and CONTRACTOR may otherwise utilize such material provided under this Elevation Agreement as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

The HOMEOWNER and CONTRACTOR and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this Elevation agreement.

#### **NO DEBT AGAINST THE STATE**

This Elevation Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this Elevation Agreement transcends the biennium in which this Elevation Agreement is entered into, this Elevation Agreement is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

#### **LICENSES, PERMIT, AND INSURANCE**



## Exhibit E

### FEMA Record of Environmental Consideration Special Conditions required on implementation of Projects:

#### Executive Order 11988 - Floodplains

The applicant is responsible for coordinating with and obtaining the required permissions from the local floodplain administrator prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

#### Executive Order 11988 - Floodplains

The applicant is responsible for providing the public with the finding and explanation of any final decision that the floodplain is the only practicable alternative at least 15 days prior to initiating work. This notification should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

#### Executive Order 11990 - Wetlands

The applicant is responsible for proper identification of wetlands and must ensure that there is no net loss of wetlands. The applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) prior to initiating work. The applicant shall comply with all conditions of the required permit. All coordination pertaining to these activities should be documented and copies forwarded to the State and FEMA as part of the permanent project files.

#### Executive Order 11990 - Wetlands

The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

#### Endangered Species Act (ESA)

The number of vehicles transiting from the upland areas to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road will be kept to a minimum, and all vehicles must use the same pathway at each location.

Materials and equipment required for the structure elevations will be staged within the confines of the residential lot or in upland areas. Temporary, overnight storage of earth-moving equipment on the beach will not be allowed.

Between March 15 and October 1, educational signs will be developed and displayed in the vicinity of 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, informing the public about nesting sea turtles and what actions should be taken if these species are observed.

Between March 15 and October 1, no work will continue after dark at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, therefore no artificial lighting will be necessary.

Access to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road must be from previously existing access roads originating in upland areas.

Equipment must be properly maintained so that it is not leaking grease or oil on the beaches.

After an elevation project is completed, beach areas disturbed in the vicinity of 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road as a result of elevation work must be restored to pre-construction slope or contours and all ruts will be leveled.

An independent, qualified monitor or monitors will be hired by GALVESTON COUNTY to monitor the structure elevations at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road between March 15 and October 1. The monitor will survey the beach adjacent to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road for the presence of threatened and endangered species before work begins each morning, after work concludes for the day, and periodically throughout the day at such times deemed necessary by the independent monitor.

For work taking place at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533

Jamaica Beach Road between March 15 and October 1, work crews will be required to attend a half-day training session to learn how to recognize and avoid impacts to nesting sea turtles and what actions should be taken if these species are observed.

In the event that a Kemp's 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).

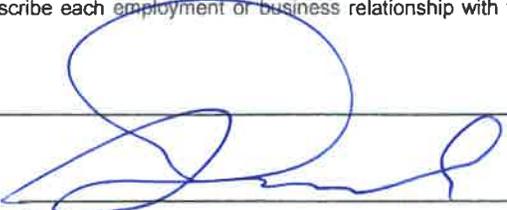
Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)

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**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| <b>CONFLICT OF INTEREST QUESTIONNAIRE</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>FORM CIQ</b>                                        |
| For vendor or other person doing business with local governmental entity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                        |
| <p>This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.</p> <p>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).</p> <p>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.</p> <p>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.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <b>OFFICE USE ONLY</b><br>Date Received                |
| 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Name of person who has a business relationship with local governmental entity.<br><br><p style="text-align: center;"><i>None</i></p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                        |
| 2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input checked="" type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.<br><br>(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.<br><br>_____<br>Name of Officer<br><br>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.<br><br>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?<br><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><br>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?<br><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><br>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?<br><br><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No<br><br>D. Describe each employment or business relationship with the local government officer named in this section. |                                                        |
| 4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <p style="text-align: center;"></p> Signature of person doing business with the governmental entity                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <p style="text-align: center;"><u>8/14/13</u></p> Date |

**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





**FEMA**

*NATIONAL FLOOD INSURANCE PROGRAM*

**ELEVATION CERTIFICATE**

AND

**INSTRUCTIONS**

**2012 EDITION**

# National Flood Insurance Program ELEVATION CERTIFICATE

## Paperwork Reduction Act Notice

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

## Privacy Act Statement

**Authority:** Title 44 CFR § 61.7 and 61.8.

**Principal Purpose(s):** This information is being collected for the primary purpose of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

**Routine Use(s):** The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

**Disclosure:** The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or the applicant may be subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

## Purpose of the Elevation Certificate

The Elevation Certificate is an important administrative tool of the National Flood Insurance Program (NFIP). It is to be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

The Elevation Certificate is required in order to properly rate Post-FIRM buildings, which are buildings constructed after publication of the Flood Insurance Rate Map (FIRM), located in flood insurance Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. The Elevation Certificate is not required for Pre-FIRM buildings unless the building is being rated under the optional Post-FIRM flood insurance rules.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the Federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA or LOMR-F request. Lowest floor and lowest adjacent grade elevations certified by a surveyor or engineer will be required if the certificate is used to support a LOMA or LOMR-F request. A LOMA or LOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 package, whichever is appropriate.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP, non-residential buildings can be floodproofed up to or above the Base Flood Elevation (BFE). A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

Additional guidance can be found in FEMA Publication 467-1, Floodplain Management Bulletin: Elevation Certificate, available on FEMA's website at <http://www.fema.gov/library/viewRecord.do?id=1727>.

# ELEVATION CERTIFICATE

**IMPORTANT:** Follow the instructions on pages 1-9.

OMB No. 1660-0008  
 Expiration Date: July 31, 2015

## SECTION A - PROPERTY INFORMATION

FOR INSURANCE COMPANY USE

|                                                                                                                    |       |                                                                                                         |
|--------------------------------------------------------------------------------------------------------------------|-------|---------------------------------------------------------------------------------------------------------|
| A1. Building Owner's Name                                                                                          |       | Policy Number:                                                                                          |
| A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.              |       | Company NAIC Number:                                                                                    |
| City                                                                                                               | State | ZIP Code                                                                                                |
| A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)                       |       |                                                                                                         |
| A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) _____                             |       |                                                                                                         |
| A5. Latitude/Longitude: Lat. _____ Long. _____                                                                     |       | Horizontal Datum: <input type="checkbox"/> NAD 1927 <input type="checkbox"/> NAD 1983                   |
| A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.      |       |                                                                                                         |
| A7. Building Diagram Number _____                                                                                  |       |                                                                                                         |
| A8. For a building with a crawlspace or enclosure(s):                                                              |       | A9. For a building with an attached garage:                                                             |
| a) Square footage of crawlspace or enclosure(s) _____ sq ft                                                        |       | a) Square footage of attached garage _____ sq ft                                                        |
| b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____ |       | b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____ |
| c) Total net area of flood openings in A8.b _____ sq in                                                            |       | c) Total net area of flood openings in A9.b _____ sq in                                                 |
| d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No                             |       | d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No                  |

## SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

|                                                                                                                                                                                                                                                                                  |            |                     |                                        |                   |                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------|----------------------------------------|-------------------|-------------------------------------------------------------|
| B1. NFIP Community Name & Community Number                                                                                                                                                                                                                                       |            |                     | B2. County Name                        |                   | B3. State                                                   |
| B4. Map/Panel Number                                                                                                                                                                                                                                                             | B5. Suffix | B6. FIRM Index Date | B7. FIRM Panel Effective/ Revised Date | B8. Flood Zone(s) | B9. Base Flood Elevation(s) (Zone AO, use base flood depth) |
| B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:<br><input type="checkbox"/> FIS Profile <input type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____         |            |                     |                                        |                   |                                                             |
| B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____                                                                                                        |            |                     |                                        |                   |                                                             |
| B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Designation Date: _____ / _____ / _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA |            |                     |                                        |                   |                                                             |

## SECTION C - BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on:  Construction Drawings\*  Building Under Construction\*  Finished Construction  
 \*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations - Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: \_\_\_\_\_ Vertical Datum: \_\_\_\_\_

Indicate elevation datum used for the elevations in items a) through h) below.  NGVD 1929  NAVD 1988  Other/Source: \_\_\_\_\_  
 Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

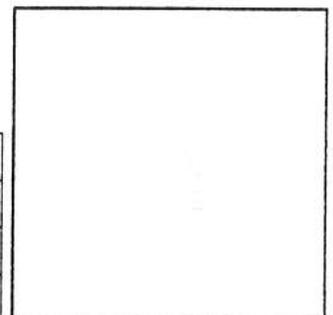
|                                                                                                                               |               |                                                               |
|-------------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------|
| a) Top of bottom floor (including basement, crawlspace, or enclosure floor)                                                   | _____ . _____ | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| b) Top of the next higher floor                                                                                               | _____ . _____ | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| c) Bottom of the lowest horizontal structural member (V Zones only)                                                           | _____ . _____ | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| d) Attached garage (top of slab)                                                                                              | _____ . _____ | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| e) Lowest elevation of machinery or equipment servicing the building<br>(Describe type of equipment and location in Comments) | _____ . _____ | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| f) Lowest adjacent (finished) grade next to building (LAG)                                                                    | _____ . _____ | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| g) Highest adjacent (finished) grade next to building (HAG)                                                                   | _____ . _____ | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support                                  | _____ . _____ | <input type="checkbox"/> feet <input type="checkbox"/> meters |

## SECTION D - SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

Check here if comments are provided on back of form. Were latitude and longitude in Section A provided by a  
 Check here if attachments. licensed land surveyor?  Yes  No

|                  |              |                |          |
|------------------|--------------|----------------|----------|
| Certifier's Name |              | License Number |          |
| Title            | Company Name |                |          |
| Address          | City         | State          | ZIP Code |
| Signature        | Date         | Telephone      |          |



**ELEVATION CERTIFICATE, page 2**

|                                                                                                   |       |          |                                  |  |
|---------------------------------------------------------------------------------------------------|-------|----------|----------------------------------|--|
| <b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>             |       |          | <b>FOR INSURANCE COMPANY USE</b> |  |
| Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. |       |          | Policy Number:                   |  |
| City                                                                                              | State | ZIP Code | Company NAIC Number:             |  |

**SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)**

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments

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Signature \_\_\_\_\_ Date \_\_\_\_\_

**SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)**

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_ . \_\_\_\_\_  feet  meters  above or  below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_ . \_\_\_\_\_  feet  meters  above or  below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is \_\_\_\_\_ . \_\_\_\_\_  feet  meters  above or  below the HAG.

E3. Attached garage (top of slab) is \_\_\_\_\_ . \_\_\_\_\_  feet  meters  above or  below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is \_\_\_\_\_ . \_\_\_\_\_  feet  meters  above or  below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?  Yes  No  Unknown. The local official must certify this information in Section G.

**SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION**

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name \_\_\_\_\_

|           |      |           |          |
|-----------|------|-----------|----------|
| Address   | City | State     | ZIP Code |
| Signature | Date | Telephone |          |
| Comments  |      |           |          |

Check here if attachments.

**SECTION G – COMMUNITY INFORMATION (OPTIONAL)**

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1.  The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2.  A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3.  The following information (Items G4–G10) is provided for community floodplain management purposes.

|                                                                                                                                 |                        |                                                                           |
|---------------------------------------------------------------------------------------------------------------------------------|------------------------|---------------------------------------------------------------------------|
| G4. Permit Number                                                                                                               | G5. Date Permit Issued | G6. Date Certificate Of Compliance/Occupancy Issued                       |
| G7. This permit has been issued for: <input type="checkbox"/> New Construction <input type="checkbox"/> Substantial Improvement |                        |                                                                           |
| G8. Elevation of as-built lowest floor (including basement) of the building:                                                    | _____ . _____          | <input type="checkbox"/> feet <input type="checkbox"/> meters Datum _____ |
| G9. BFE or (in Zone AO) depth of flooding at the building site:                                                                 | _____ . _____          | <input type="checkbox"/> feet <input type="checkbox"/> meters Datum _____ |
| G10. Community's design flood elevation:                                                                                        | _____ . _____          | <input type="checkbox"/> feet <input type="checkbox"/> meters Datum _____ |

|                       |           |
|-----------------------|-----------|
| Local Official's Name | Title     |
| Community Name        | Telephone |
| Signature             | Date      |
| Comments              |           |

Check here if attachments.

**BUILDING PHOTOGRAPHS**

See Instructions for Item A6.

|                                                                                                  |       |          |                                  |
|--------------------------------------------------------------------------------------------------|-------|----------|----------------------------------|
| <b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>            |       |          | <b>FOR INSURANCE COMPANY USE</b> |
| Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or PO, Route and Box No. |       |          | Policy Number:                   |
| City                                                                                             | State | ZIP Code | Company NAIC Number:             |

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

|                                                                                                   |       |          |                           |
|---------------------------------------------------------------------------------------------------|-------|----------|---------------------------|
| <b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>             |       |          | FOR INSURANCE COMPANY USE |
| Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. |       |          | Policy Number:            |
| City                                                                                              | State | ZIP Code | Company NAIC Number:      |

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

## Instructions for Completing the Elevation Certificate

The Elevation Certificate is to be completed by a land surveyor, engineer, or architect who is authorized by law to certify elevation information when elevation information is required for Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. Community officials who are authorized by law or ordinance to provide floodplain management information may also complete this form. For Zones AO and A (without BFE), a community official, a property owner, or an owner's representative may provide information on this certificate, unless the elevations are intended for use in supporting a request for a LOMA or LOMR-F. Certified elevations must be included if the purpose of completing the Elevation Certificate is to obtain a LOMA or LOMR-F.

The property owner, the owner's representative, or local official who is authorized by law to administer the community floodplain ordinance can complete Section A and Section B. The partially completed form can then be given to the land surveyor, engineer, or architect to complete Section C. The land surveyor, engineer, or architect should verify the information provided by the property owner or owner's representative to ensure that this certificate is complete.

In Puerto Rico only, elevations for building information and flood hazard information may be entered in meters.

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### SECTION A – PROPERTY INFORMATION

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**Items A1–A4.** This section identifies the building, its location, and its owner. Enter the name(s) of the building owner(s), the building's complete street address, and the lot and block numbers. If the building's address is different from the owner's address, enter the address of the building being certified. If the address is a rural route or a Post Office box number, enter the lot and block numbers, the tax parcel number, the legal description, or an abbreviated location description based on distance and direction from a fixed point of reference. For the purposes of this certificate, "building" means both a building and a manufactured (mobile) home.

A map may be attached to this certificate to show the location of the building on the property. A tax map, FIRM, or detailed community map is appropriate. If no map is available, provide a sketch of the property location, and the location of the building on the property. Include appropriate landmarks such as nearby roads, intersections, and bodies of water. For building use, indicate whether the building is residential, non-residential, an addition to an existing residential or non-residential building, an accessory building (e.g., garage), or other type of structure. Use the Comments area of the appropriate section if needed, or attach additional comments.

**Item A5.** Provide latitude and longitude coordinates for the center of the front of the building. Use either decimal degrees (e.g., 39.5043°, -110.7585°) or degrees, minutes, seconds (e.g., 39° 30' 15.5", -110° 45' 30.7") format. If decimal degrees are used, provide coordinates to at least 4 decimal places or better. When using degrees, minutes, seconds, provide seconds to at least 1 decimal place or better. The latitude and longitude coordinates must be accurate within 66 feet. When the latitude and longitude are provided by a surveyor, check the "Yes" box in Section D and indicate the method used to determine the latitude and longitude in the Comments area of Section D. If the Elevation Certificate is being certified by other than a licensed surveyor, engineer, or architect, this information is not required. Provide the type of datum used to obtain the latitude and longitude. FEMA prefers the use of NAD 1983.

**Item A6.** If the Elevation Certificate is being used to obtain flood insurance through the NFIP, the certifier must provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

**Item A7.** Select the diagram on pages 7–9 that best represents the building. Then enter the diagram number and use the diagram to identify and determine the appropriate elevations requested in Items C2.a–h. If you are unsure of the correct diagram, select the diagram that most closely resembles the building being certified.

**Item A8.a** Provide the square footage of the crawlspace or enclosure(s) below the lowest elevated floor of an elevated building with or without permanent flood openings. Take the measurement from the outside of the crawlspace or enclosure(s). Examples of elevated buildings constructed with crawlspace and enclosure(s) are shown in Diagrams 6–9 on pages 8–9. Diagram 2, 4, or 9 should be used for a building constructed with a crawlspace floor that is below the exterior grade on all sides.

**Items A8.b–d** Enter in Item A8.b the number of permanent flood openings in the crawlspace or enclosure(s) that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. Estimate the total net area of all such permanent flood openings in square inches, excluding any bars, louvers, or other covers of the permanent flood openings, and enter the total in Item A8.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A8.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the crawlspace or enclosure(s) have no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter “0” (zero) in Items A8.b–c.

**Item A9.a** Provide the square footage of the attached garage with or without permanent flood openings. Take the measurement from the outside of the garage.

**Items A9.b–d** Enter in Item A9.b the number of permanent flood openings in the attached garage that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. This includes any openings that are in the garage door that are no higher than 1.0 foot above the adjacent grade. Estimate the total net area of all such permanent flood openings in square inches and enter the total in Item A9.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A9.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the garage has no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter “0” (zero) in Items A9.b–c.

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## SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

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Complete the Elevation Certificate on the basis of the FIRM in effect at the time of the certification.

The information for Section B is obtained by reviewing the FIRM panel that includes the building's location. Information about the current FIRM is available from the Federal Emergency Management Agency (FEMA) by calling 1-800-358-9616. If a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR-F) has been issued by FEMA, please provide the letter date and case number in the Comments area of Section D or Section G, as appropriate.

For a building in an area that has been annexed by one community but is shown on another community's FIRM, enter the community name and 6-digit number of the annexing community in Item B1, the name of the county or new county, if necessary, in Item B2, and the FIRM index date for the annexing community in Item B6. Enter information from the actual FIRM panel that shows the building location, even if it is the FIRM for the previous jurisdiction, in Items B4, B5, B7, B8, and B9.

If the map in effect at the time of the building's construction was other than the current FIRM, and you have the past map information pertaining to the building, provide the information in the Comments area of Section D.

**Item B1.** NFIP Community Name & Community Number. Enter the complete name of the community in which the building is located and the associated 6-digit community number. For a newly incorporated community, use the name and 6-digit number of the new community. Under the NFIP, a “community” is any State or area or political subdivision thereof, or any Indian tribe or authorized native organization, that has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the NFIP Community Status Book, available on FEMA's web site at <http://www.fema.gov/fema/csb.shtm>, or call 1-800-358-9616.

**Item B2.** County Name. Enter the name of the county or counties in which the community is located. For an unincorporated area of a county, enter “unincorporated area.” For an independent city, enter “independent city.”

**Item B3.** State. Enter the 2-letter state abbreviation (for example, VA, TX, CA).

**Items B4–B5.** Map/Panel Number and Suffix. Enter the 10-character “Map Number” or “Community Panel Number” shown on the FIRM where the building or manufactured (mobile) home is located. For maps in a county-wide format, the sixth character of the “Map Number” is the letter “C” followed by a 4-digit map number. For maps not in a county-wide format, enter the “Community Panel Number” shown on the FIRM.

**Item B6.** FIRM Index Date. Enter the effective date or the map revised date shown on the FIRM Index.

**Item B7.** FIRM Panel Effective/Revised Date. Enter the map effective date or the map revised date shown on the FIRM panel. This will be the latest of all dates shown on the map. The current FIRM panel effective date can be determined by calling 1-800-358-9616.

**Item B8.** Flood Zone(s). Enter the flood zone, or flood zones, in which the building is located. All flood zones containing the letter "A" or "V" are considered Special Flood Hazard Areas. The flood zones are A, AE, A1–A30, V, VE, V1–V30, AH, AO, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. Each flood zone is defined in the legend of the FIRM panel on which it appears.

**Item B9.** Base Flood Elevation(s). Using the appropriate Flood Insurance Study (FIS) Profile, Floodway Data Table, or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site. If the building is located in more than 1 flood zone in Item B8, list all appropriate BFEs in Item B9. BFEs are shown on a FIRM or FIS Profile for Zones A1–A30, AE, AH, V1–V30, VE, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO; flood depth numbers are shown for Zone AO. Use the AR BFE if the building is located in any of Zones AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. In A or V zones where BFEs are not provided on the FIRM, BFEs may be available from another source. For example, the community may have established BFEs or obtained BFE data from other sources for the building site. For subdivisions and other developments of more than 50 lots or 5 acres, establishment of BFEs is required by the community's floodplain management ordinance. If a BFE is obtained from another source, enter the BFE in Item B9. In an A Zone where BFEs are not available, complete Section E and enter N/A for Section B, Item B9. Enter the BFE to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

**Item B10.** Indicate the source of the BFE that you entered in Item B9. If the BFE is from a source other than FIS Profile, FIRM, or community, describe the source of the BFE.

**Item B11.** Indicate the elevation datum to which the elevations on the applicable FIRM are referenced as shown on the map legend. The vertical datum is shown in the Map Legend and/or the Notes to Users on the FIRM.

**Item B12.** Indicate whether the building is located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA). (OPAs are portions of coastal barriers that are owned by Federal, State, or local governments or by certain non-profit organizations and used primarily for natural resources protection.) Federal flood insurance is prohibited in designated CBRS areas or OPAs for buildings or manufactured (mobile) homes built or substantially improved after the date of the CBRS or OPA designation. For the first CBRS designations, that date is October 1, 1983. Information about CBRS areas and OPAs may be obtained on the FEMA web site at <http://www.fema.gov/business/nfip/cbrs/cbrs.shtm>.

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### SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

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Complete Section C if the building is located in any of Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO, or if this certificate is being used to support a request for a LOMA or LOMR-F. If the building is located in Zone AO or Zone A (without BFE), complete Section E instead. To ensure that all required elevations are obtained, it may be necessary to enter the building (for instance, if the building has a basement or sunken living room, split-level construction, or machinery and equipment).

Surveyors may not be able to gain access to some crawlspaces to shoot the elevation of the crawlspace floor. If access to the crawlspace is limited or cannot be gained, follow one of these procedures.

- Use a yardstick or tape measure to measure the height from the floor of the crawlspace to the "next higher floor," and then subtract the crawlspace height from the elevation of the "next higher floor." If there is no access to the crawlspace, use the exterior grade next to the structure to measure the height of the crawlspace to the "next higher floor."
- Contact the local floodplain administrator of the community in which the building is located. The community may have documentation of the elevation of the crawlspace floor as part of the permit issued for the building.
- If the property owner has documentation or knows the height of the crawlspace floor to the next higher floor, try to verify this by looking inside the crawlspace through any openings or vents.

In all 3 cases, provide the elevation in the Comments area of Section D on the back of the form and a brief description of how the elevation was obtained.

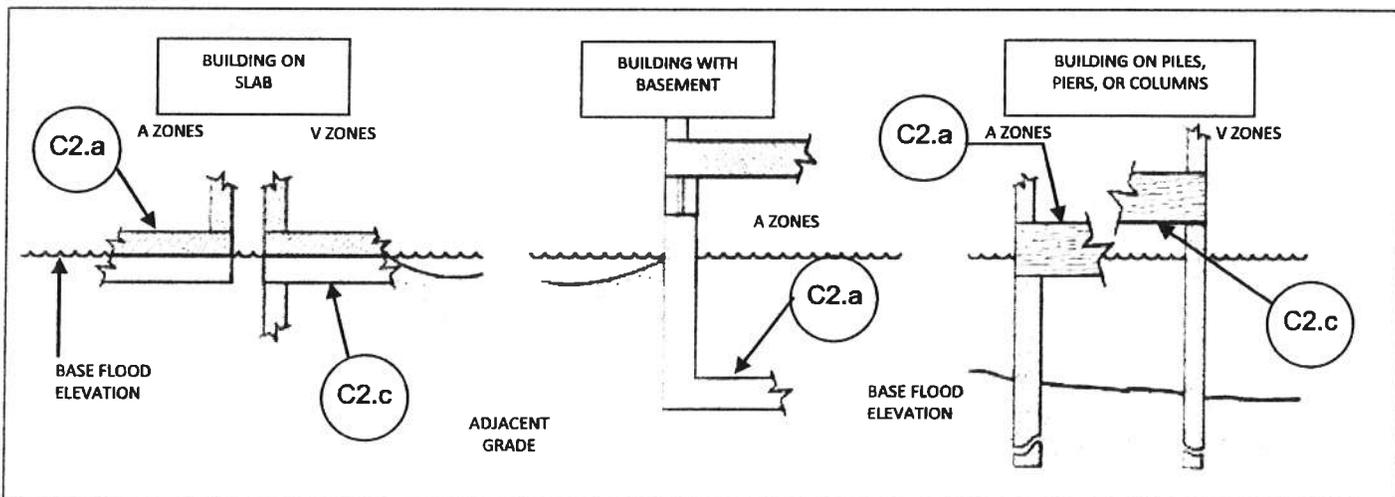
**Item C1.** Indicate whether the elevations to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first 2 choices, a post-construction Elevation Certificate will be required when construction is complete. If the building is under construction, include only those elevations that can be surveyed in Items C2.a–h. Use the Comments area of Section D to provide elevations obtained from the construction plans or drawings. Select “Finished Construction” only when all machinery and/or equipment such as furnaces, hot water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

**Item C2.** A field survey is required for Items C2.a–h. Most control networks will assign a unique identifier for each benchmark. For example, the National Geodetic Survey uses the Permanent Identifier (PID). For the benchmark utilized, provide the PID or other unique identifier assigned by the maintainer of the benchmark. For GPS survey, indicate the benchmark used for the base station, the Continuously Operating Reference Stations (CORS) sites used for an On-line Positioning User Service (OPUS) solution (also attach the OPUS report), or the name of the Real Time Network used.

Also provide the vertical datum for the benchmark elevation. All elevations for the certificate, including the elevations for Items C2.a–h, must use the same datum on which the BFE is based. Show the conversion from the field survey datum used if it differs from the datum used for the BFE entered in Item B9 and indicate the conversion software used. Show the datum conversion, if applicable, in the Comments area of Section D.

For property experiencing ground subsidence, the most recent reference mark elevations must be used for determining building elevations. However, when subsidence is involved, the BFE should not be adjusted. Enter elevations in Items C2.a–h to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

**Items C2.a–d** Enter the building elevations (excluding the attached garage) indicated by the selected building diagram (Item A7) in Items C2.a–c. If there is an attached garage, enter the elevation for top of attached garage slab in Item C2.d. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If the building is located in a V zone on the FIRM, complete Item C2.c. If the flood zone cannot be determined, enter elevations for all of Items C2.a–h. For buildings in A zones, elevations a, b, d, and e should be measured at the top of the floor. For buildings in V zones, elevation c must be measured at the bottom of the lowest horizontal structural member of the floor (see drawing below). For buildings



elevated on a crawlspace, Diagrams 8 and 9, enter the elevation of the top of the crawlspace floor in Item C2.a, whether or not the crawlspace has permanent flood openings (flood vents). If any item does not apply to the building, enter “N/A” for not applicable.

**Item C2.e** Enter the lowest platform elevation of at least 1 of the following machinery and equipment items: elevators and their associated equipment, furnaces, hot water heaters, heat pumps, and air conditioners in an attached garage or enclosure or on an open utility platform that provides utility services for the building. Note that elevations for these specific machinery and equipment items are required in order to rate the building for flood insurance. Local floodplain management officials are required to ensure that all machinery and equipment servicing the building are protected from flooding. Thus, local officials may require that elevation information for all machinery and equipment, including ductwork, be documented on the Elevation Certificate. If the machinery and/or equipment is mounted to a wall, pile, etc., enter the platform elevation of the machinery and/

or equipment. Indicate machinery/equipment type and its general location, e.g., on floor inside garage or on platform affixed to exterior wall, in the Comments area of Section D or Section G, as appropriate. If this item does not apply to the building, enter "N/A" for not applicable.

**Items C2.f–g** Enter the elevation of the ground, sidewalk, or patio slab immediately next to the building. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

**Item C2.h** Enter the lowest grade elevation at the deck support or stairs. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

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### SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

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Complete as indicated. This section of the Elevation Certificate may be signed by only a land surveyor, engineer, or architect who is authorized by law to certify elevation information. Place your license number, your seal (as allowed by the State licensing board), your signature, and the date in the box in Section D. You are certifying that the information on this certificate represents your best efforts to interpret the data available and that you understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001. Use the Comments area of Section D, on the back of the certificate, to provide datum, elevation, openings, or other relevant information not specified on the front.

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### SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

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Complete Section E if the building is located in Zone AO or Zone A (without BFE). Otherwise, complete Section C instead. Explain in the Section F Comments area if the measurement provided under Items E1–E4 is based on the "natural grade."

**Items E1.a and b** Enter in Item E1.a the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG). Enter in Item E1.b the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the lowest adjacent grade (LAG). For buildings in Zone AO, the community's floodplain management ordinance requires the lowest floor of the building be elevated above the highest adjacent grade at least as high as the depth number on the FIRM. Buildings in Zone A (without BFE) may qualify for a lower insurance rate if an engineered BFE is developed at the site.

**Item E2.** For Building Diagrams 6–9 with permanent flood openings (see pages 8–9), enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the next higher floor or elevated floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG).

**Item E3.** Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, for the top of attached garage slab. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If this item does not apply to the building, enter "N/A" for not applicable.

**Item E4.** Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, of the platform elevation that supports the machinery and/or equipment servicing the building. Indicate machinery/equipment type in the Comments area of Section F. If this item does not apply to the building, enter "N/A" for not applicable.

**Item E5.** For those communities where this base flood depth is not available, the community will need to determine whether the top of the bottom floor is elevated in accordance with the community's floodplain management ordinance.

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### SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

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Complete as indicated. This section is provided for certification of measurements taken by a property owner or property owner's representative when responding to Sections A, B, and E. The address entered in this section must be the actual mailing address of the property owner or property owner's representative who provided the information on the certificate.

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## SECTION G – COMMUNITY INFORMATION (OPTIONAL)

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Complete as indicated. The community official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Section C may be filled in by the local official as provided in the instructions below for Item G1. If the authorized community official completes Sections C, E, or G, complete the appropriate item(s) and sign this section.

Check **Item G1** if Section C is completed with elevation data from other documentation, including elevations obtained from the Community Rating System Elevation Software, that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. Indicate the source of the elevation data and the date obtained in the Comments area of Section G. If you are both a community official and a licensed land surveyor, engineer, or architect authorized by law to certify elevation information, and you performed the actual survey for a building in Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/A1–A30, AR/AE, AR/AH, or AR/AO, you must also complete Section D.

Check **Item G2** if information is entered in Section E by the community for a building in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

Check **Item G3** if the information in Items G4–G10 has been completed for community floodplain management purposes to document the as-built lowest floor elevation of the building. Section C of the Elevation Certificate records the elevation of various building components but does not determine the lowest floor of the building or whether the building, as constructed, complies with the community's floodplain management ordinance. This must be done by the community. Items G4–G10 provide a way to document these determinations.

**Item G4.** Permit Number. Enter the permit number or other identifier to key the Elevation Certificate to the permit issued for the building.

**Item G5.** Date Permit Issued. Enter the date the permit was issued for the building.

**Item G6.** Date Certificate of Compliance/Occupancy Issued. Enter the date that the Certificate of Compliance or Occupancy or similar written official documentation of as-built lowest floor elevation was issued by the community as evidence that all work authorized by the floodplain development permit has been completed in accordance with the community's floodplain management laws or ordinances.

**Item G7.** New Construction or Substantial Improvement. Check the applicable box. "Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building before the start of construction of the improvement. The term includes buildings that have incurred substantial damage, regardless of the actual repair work performed.

**Item G8.** As-built lowest floor elevation. Enter the elevation of the lowest floor (including basement) when the construction of the building is completed and a final inspection has been made to confirm that the building is built in accordance with the permit, the approved plans, and the community's floodplain management laws or ordinances. Indicate the elevation datum used.

**Item G9.** BFE. Using the appropriate FIRM panel, FIS Profile, or other data source, locate the property and enter the BFE (or base flood depth) of the building site. Indicate the elevation datum used.

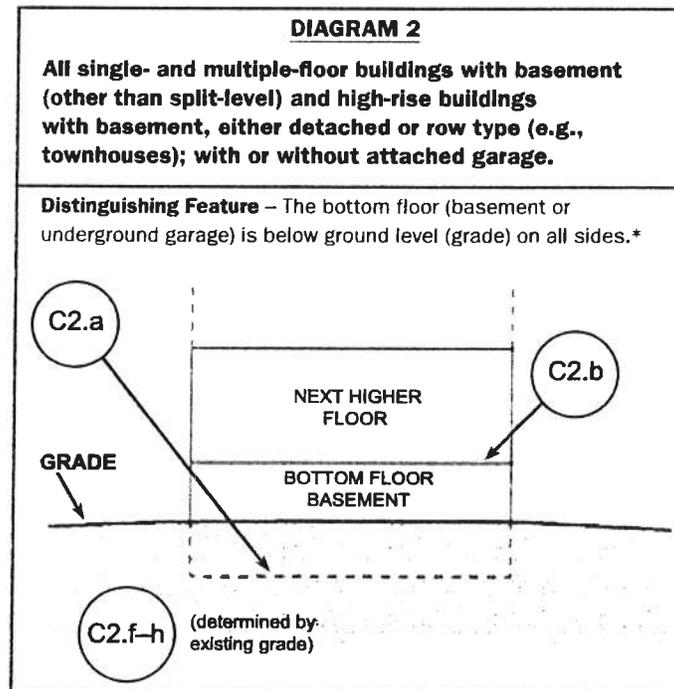
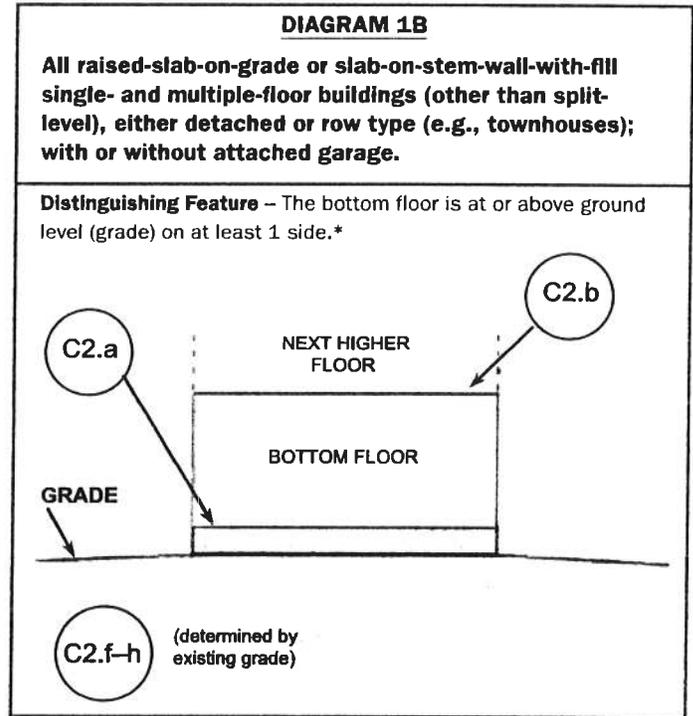
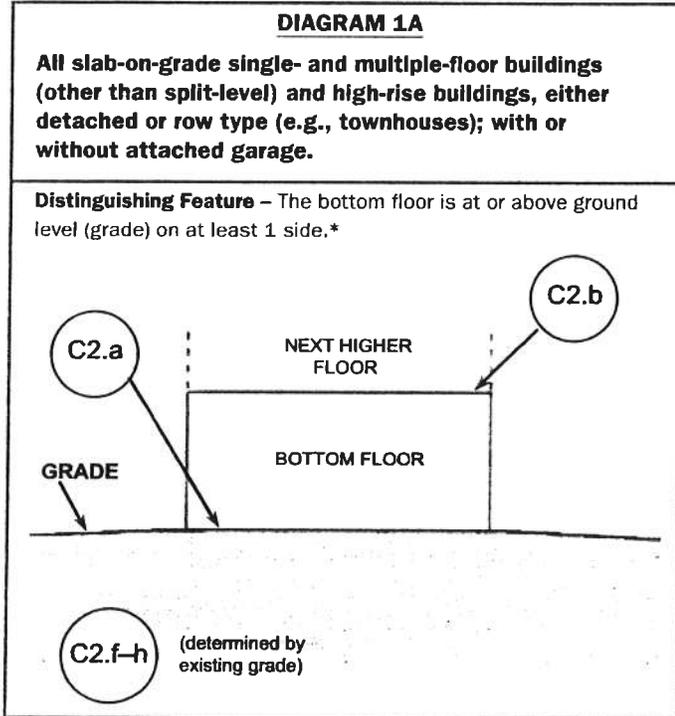
**Item G10.** Community's design flood elevation. Enter the elevation (including freeboard above the BFE) to which the community requires the lowest floor to be elevated. Indicate the elevation datum used.

Enter your name, title, and telephone number, and the name of the community. Sign and enter the date in the appropriate blanks.

## Building Diagrams

The following diagrams illustrate various types of buildings. Compare the features of the building being certified with the features shown in the diagrams and select the diagram most applicable. Enter the diagram number in Item A7, the square footage of crawlspace or enclosure(s) and the area of flood openings in square inches in Items A8.a–c, the square footage of attached garage and the area of flood openings in square inches in Items A9.a–c, and the elevations in Items C2.a–h.

In A zones, the floor elevation is taken at the top finished surface of the floor indicated; in V zones, the floor elevation is taken at the bottom of the lowest horizontal structural member (see drawing in instructions for Section C).

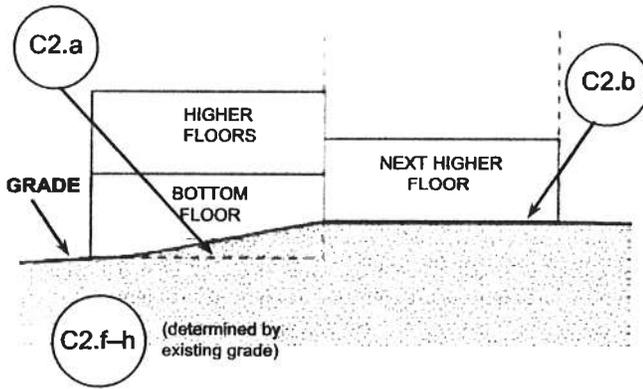


\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

**DIAGRAM 3**

All split-level buildings that are slab-on-grade, either detached or row type (e.g., townhouses); with or without attached garage.

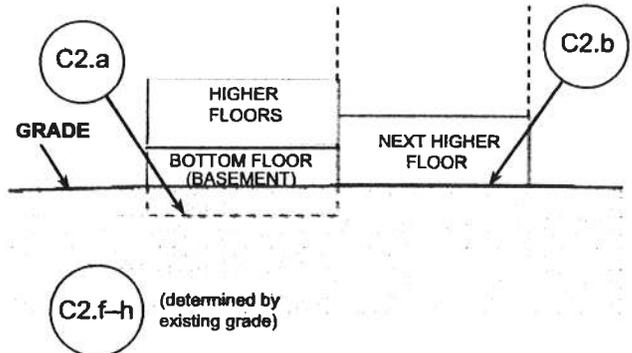
**Distinguishing Feature** – The bottom floor (excluding garage) is at or above ground level (grade) on at least 1 side.\*



**DIAGRAM 4**

All split-level buildings (other than slab-on-grade), either detached or row type (e.g., townhouses); with or without attached garage.

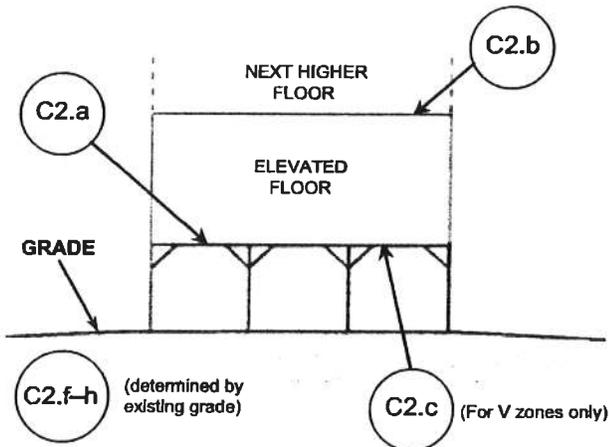
**Distinguishing Feature** – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.\*



**DIAGRAM 5**

All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.

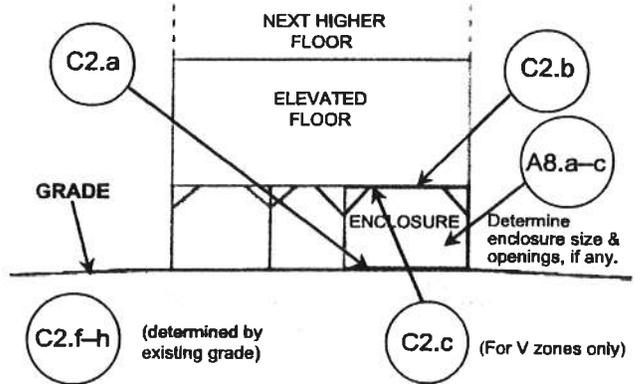
**Distinguishing Feature** – For all zones, the area below the elevated floor is open, with no obstruction to flow of floodwaters (open lattice work and/or insect screening is permissible).



**DIAGRAM 6**

All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.

**Distinguishing Feature** – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings\*\* present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



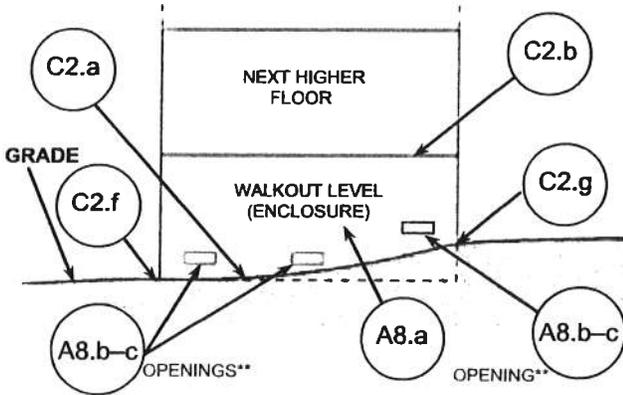
\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

\*\* An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

**DIAGRAM 7**

**All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least 1 side is at or above grade. The principal use of this building is located in the elevated floors of the building.**

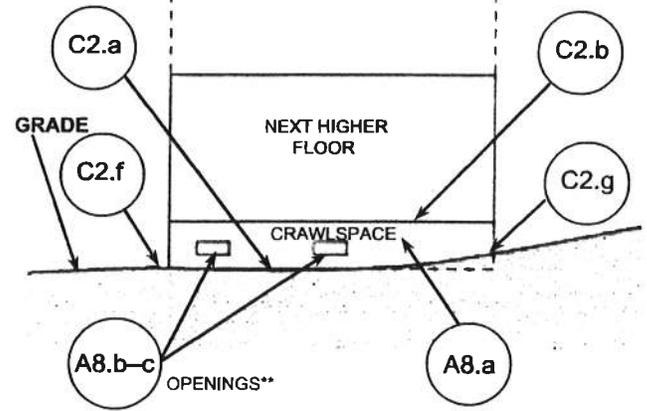
**Distinguishing Feature** – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings\*\* present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



**DIAGRAM 8**

**All buildings elevated on a crawlspace with the floor of the crawlspace at or above grade on at least 1 side, with or without an attached garage.**

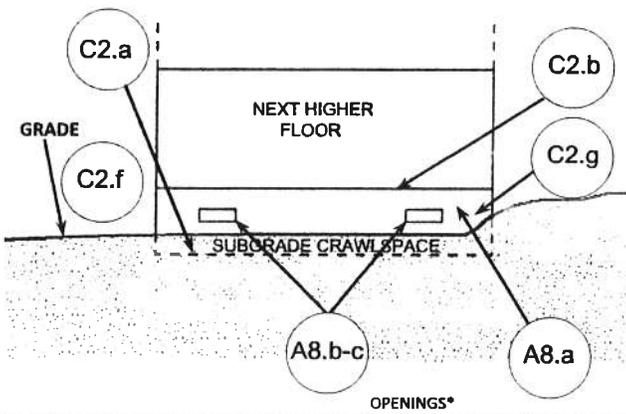
**Distinguishing Feature** – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawlspace is with or without openings\*\* present in the walls of the crawlspace. Indicate information about crawlspace size and openings in Section A – Property Information.



**DIAGRAM 9**

**All buildings (other than split-level) elevated on a sub-grade crawlspace, with or without attached garage.**

**Distinguishing Feature** – The bottom (crawlspace) floor is below ground level (grade) on all sides.\* (If the distance from the crawlspace floor to the top of the next higher floor is more than 5 feet, or the crawlspace floor is more than 2 feet below the grade [LAG] on all sides, use Diagram 2.)



\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

\*\* An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

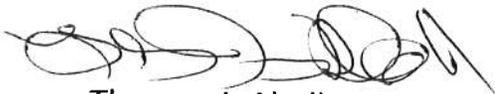
Thomas & Theresa Abell

2525 Cemetery Rd.

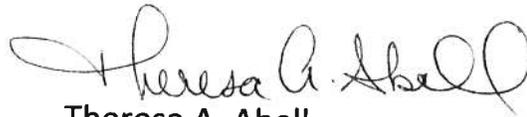
Santa Fe, TX 77517

We are selecting T&M Elevation for several reasons. One is that they are a local elevation company with a long, excellent work history & ethics. And second, and very important is that after a great deal of research of the contractors available, we definitely feel very comfortable with this honest, straight-forward company and the representatives that we have discussed our issues and concerns with.

The boasts of the other contractors and their representatives have been very enlightening and only made the down-to-earth approach of T&M, more important, as this is our greatest asset and debt and we wish it to be in the most secure and capable hands.



Thomas J. Abell



Theresa A. Abell

**AGENDA ITEM #28.f.4.**

**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), Joan E. Myers (HOMEOWNER), and T & M Elevation (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 514 ST CHARLES AVE., LEAGUE CITY, TX 77573 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 21<sup>st</sup> Street), 3<sup>rd</sup> Floor  
Galveston, Texas 77550  
Telephone: 409 770 5355  
Email: [cynthia.pagan@co.galveston.tx.us](mailto:cynthia.pagan@co.galveston.tx.us)

**CONTRACTOR:**

Name of Company: T & M Elevation  
Name of Designated contact person: Greg Minnich  
Address: 6580 Km 517  
Pickens Rd 77539  
Telephone: 732-580-1916  
Email: gminnich@tandm.com

**HOMEOWNER: Joan E. Myers**

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: Joan E. Myers

HOMEOWNER'S contact: Joan E. Myers\*  
Address of Homeowner: 514 Saint Charles St  
League City, TX 77573  
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                               | \$157,787.00        |
| d. NON-ELEVATION COSTS**                                   | \$2,972.00          |
| e. TEMPORARY HOUSING, if applicable***                     | \$328.00            |
| f. ICC Claim Processing Fee****                            | <u>\$TBD</u>        |
| Total Budgeted PROJECT HARD COSTS:                         | <b>\$168,087.00</b> |
| 2. PROJECT HARD COSTS:                                     |                     |
| a. <u>Total Due from HOMEOWNER:</u>                        |                     |
| 10% of Preparation and Presentation of MITIGATION OFFER*   | \$350.00            |
| 10% of Project Management*                                 | \$350.00            |
| 10% of ELEVATION CONTRACT AMOUNT                           | \$15,778.70         |
| 100% of NON-ELEVATION COSTS (paid separately)**            | \$2,972.00          |
| TEMPORARY HOUSING, if applicable (reimbursed 90%)***       | \$0.00              |
| 10% of ICC claim processing fee (\$100), if applicable**** | \$TBD               |
| b. <u>Federal Share (90% of grant eligible costs):</u>     |                     |
| 90% of Preparation and Presentation of MITIGATION OFFER*   | \$3,150.00          |
| 90% of Project Management                                  | \$3,150.00          |
| 90% of ELEVATION CONTRACT AMOUNT                           | \$142,008.30        |
| 00% of NON-ELEVATION COSTS**                               | \$00.00             |
| 90% reimbursement of TEMPORARY HOUSING, if applicable***   | \$295.20            |
| 90% of ICC claim processing fee (\$900), if applicable**** | <u>\$TBD</u>        |
| c. Total PROJECT HARD COSTS:                               | <b>\$168,087.00</b> |

\*, \*\*, \*\*\*, 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 HOMEOWNER 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](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 13 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 as 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

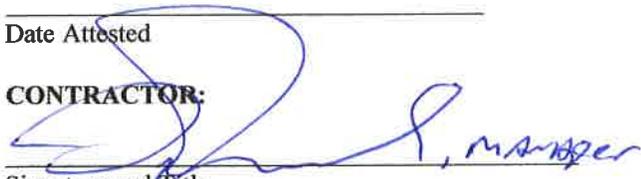
\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Dwight D. Sullivan, County Clerk

\_\_\_\_\_  
Date Attested

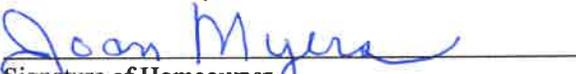
**CONTRACTOR:**

  
\_\_\_\_\_  
Signature and Title

Greg Minnick, manager  
\_\_\_\_\_  
Printed Name and Title of person signing for CONTRACTOR

8/14/13  
\_\_\_\_\_  
Date Signed

**HOMEOWNER (ALL PERSONS WITH OWNERSHIP INTEREST MUST SIGN):**

  
\_\_\_\_\_  
Signature of Homeowner

8-12-13  
\_\_\_\_\_  
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

# T & M Elevation

**6880 FM 517**  
**Dickinson, Texas 77539**  
**(832) 580-1916**

---

Quote for: Joan Myers  
514 ST Charles Street  
League City, Texas 77573

Slab Elevation

|                      |                                              |
|----------------------|----------------------------------------------|
| Elevation Cost-      | \$157,787.00                                 |
| Non-Elevation Cost-  | \$2,175.00 (Deck)                            |
|                      | <u>\$797.00 Upgrade to split-faced Block</u> |
| Non-Elevation Total- | \$2972.00                                    |

Scope of Work: - 1844 SF Home to be Elevated to BFE

- Provide Engineered Drawings, Elevation Certificate, Building Permit
- Barricade work area with orange fence and silt fence for erosion control
- Clean up Debris and provide Dumpster and Port-o-let
- Excavate and push Block Piling to refusal
- Elevate Home 3 Ft above existing elevation
- Disconnect and Reconnect water, sewer and Electrical Ground
- Elevate Existing Outside Air Condition Unit
- Pour concrete footing with re-bar
- Provide and Install 5/8" Turn Buckles at Foundation Corners
- Install 4 Oval and 14 Rectangular Vents at other sides and one access door
- Provide and Lay 8x8x16" split-face block foundation wall around structure
- Install 2 ea 4' Landings and Steps with Rails at side Entry and at Rear Entry
- Build Sloped Concrete Driveway
- Final Grade, Provide soil for Disturbed areas
- Non Elevation - Build Deck at rear double doors
- Provide 1844 SF of Closed Cell, Medium Density, Spray Foam Insulation under slab
- Reconnect and repair fencing around house perimeter
- Remove existing landscaping

Total Contract Amount- \$160,759.00

Home Owner to vacate the property – 4 days: 4 Days x \$82.00/Day = \$328.00

Overall Elevation Schedule 40 Working Days/69 Calendar Days

- Elevation Height 3' per grade beams to clear for ventilation.

Slab Raise

**TM Elevation**

6880 FM 517  
Dickinson, Texas  
832 580-1916

Summary

Date Wed, Aug 14, 13

|                                    |       |              |
|------------------------------------|-------|--------------|
| 1 Pre Construction                 |       | \$2,840.00   |
| 2 Site Development                 |       | \$604.00     |
| 3 Temp power                       |       | \$700.00     |
| 4 Site Prep                        |       | \$959.56     |
| 5 Excavation and Push Block Piling |       | \$39,074.40  |
| 6 Raise / Unified Jacking          |       | \$26,672.03  |
| 7 Utilities                        |       | \$7,450.00   |
| 8 Foundation                       |       | \$14,392.60  |
| 9 Steps - Concrete                 |       | \$2,350.00   |
| 10 Flat Work Concrete              |       | \$11,820.00  |
| 11 Decks - Wood                    |       | \$3,000.00   |
| 12 Punch-out                       |       | \$1,500.00   |
| 13 Final Grade                     |       | \$1,540.00   |
| 14 Landscape                       |       | \$2,450.00   |
| 15 Insulation                      |       | \$3,503.60   |
| Total Cost                         |       | \$118,856.18 |
| Bonding and Insurance              |       | \$15,293.03  |
| Overhead and Development           | 5.00% | \$6,707.46   |
| Total Cost and Fees                |       | \$140,856.68 |
| Profit                             |       | \$16,931.00  |
| Non-Elevation Costs                |       | \$2,972.00   |
| Costs Covered by Grant             |       | \$157,787.00 |
| Quoted Bid Price                   |       | \$160,759.00 |

Slab Raise

**Mr. & Mrs. Myers**  
**514 St. Charles**

**T & M Elevation**

6880 FM 517  
 Dickinson, Texas  
 832 580-1916

House FEET  
 Length 49.00  
 Width 46.00  
 1st Floor Square Feet 1,844.00  
 2nd Floor Square Feet 0.00  
 Garage Square Feet 0.00  
 ??? BFE 2.00  
 ??? Floor Elevation 0.00  
 1 Target BFE + 3 3.00  
 ??? Raise 3.00

Date  
 Date  
 Wed, Aug 14, 13

| Item                      | Item Description                     | Cd | Unit | Quantity | Unit Cost  | Item Price        |
|---------------------------|--------------------------------------|----|------|----------|------------|-------------------|
| <b>1 Pre Construction</b> |                                      |    |      |          |            |                   |
| Signage                   | Company Lot SAFETY Sign              | A  | EA   | 1        | \$20.00    | \$20.00           |
| Survey                    | Elevation Certificate                | S  | EA   | 2        | \$350.00   | \$700.00          |
| Blue Prints               | Working House Plans Design & Develop | S  | EA   | 1        | \$1,500.00 | \$1,500.00        |
| Drawing Copies            | Copies of Plans and Drawings         | O  | Pg.  | 10       | \$2.00     | \$20.00           |
| Testing                   | Soil Testing                         | S  | EA   | 1        | \$350.00   | \$350.00          |
| Building Permit           |                                      | G  | EA   | 1        | \$250.00   | \$250.00          |
| Other                     |                                      | L  | HR   | 0        | \$0.00     | \$0.00            |
| Other                     |                                      |    |      |          |            | \$0.00            |
| Other                     |                                      |    |      |          |            | \$0.00            |
| <b>Subtotal</b>           |                                      |    |      |          |            | <b>\$2,840.00</b> |

| Item                      | Item Description               | Cd | Unit | Quantity | Unit Cost | Item Price      |
|---------------------------|--------------------------------|----|------|----------|-----------|-----------------|
| <b>2 Site Development</b> |                                |    |      |          |           |                 |
| <b>Lot #1</b>             |                                |    |      |          |           |                 |
| Trees                     | Cut trees                      | S  | EA   | 0        | \$500.00  | \$0.00          |
| Shrubs                    | Skid Steer                     | E  | EA   | 0        | \$200.00  | \$0.00          |
| Debris Disposal           | Load Dumpster                  | L  | HR   | 8        | \$13.00   | \$104.00        |
|                           | Haul off Debris                | S  | EA   | 0        | \$550.00  | \$0.00          |
|                           | Haul brush off site            | S  | EA   | 0        | \$200.00  | \$0.00          |
| Stump removal             | Dig up stumps with a excavator | X  | HR   | 0        | \$75.00   | \$0.00          |
|                           | Operator for Mini Excavator    | L  | HR   | 0        | \$20.00   | \$0.00          |
|                           | Haul stumps off site           | S  | EA   | 0        | \$300.00  | \$0.00          |
| Dumpster                  | Haul off Debris - Loads        | S  | EA   | 1        | \$500.00  | \$500.00        |
| Other                     |                                |    |      |          |           | \$0.00          |
| Other                     |                                |    |      |          |           | \$0.00          |
| Other                     |                                |    |      |          |           | \$0.00          |
| <b>Subtotal</b>           |                                |    |      |          |           | <b>\$604.00</b> |

Slab Raise

| Item                | Item Description               | Cd | Unit | Quantity | Unit Cost | Item Price      |
|---------------------|--------------------------------|----|------|----------|-----------|-----------------|
| <b>3 Temp power</b> |                                |    |      |          |           |                 |
|                     |                                |    |      |          |           | \$0.00          |
| Deposit fees        | Electric Utility               | O  | EA   | 0        | \$60.00   | \$0.00          |
| Power bill          | Electric Utility               | O  | MO   | 0        | \$70.00   | \$0.00          |
| Temp pole           | 25 ft. by 4 in                 | M  | EA   | 0        | \$100.00  | \$0.00          |
|                     | 2in weather head               | M  | EA   | 0        | \$25.00   | \$0.00          |
|                     | 2in ridged conduit             | M  | FT   | 0        | \$2.25    | \$0.00          |
|                     | Meter base 200AMP              | M  | EA   | 0        | \$50.00   | \$0.00          |
|                     | Breaker panel                  | M  | EA   | 0        | \$90.00   | \$0.00          |
|                     | Breakers                       | M  | EA   | 0        | \$15.00   | \$0.00          |
|                     | 2/0 copper wire                | M  | FT   | 0        | \$5.50    | \$0.00          |
|                     | 1/0 copper wire                | M  | FT   | 0        | \$4.30    | \$0.00          |
|                     | #4 ground wire                 | M  | FT   | 0        | \$2.00    | \$0.00          |
|                     | Ground rod                     | M  | EA   | 0        | \$23.00   | \$0.00          |
| Elect Contractor    | Set and Build Pole             | S  | EA   | 0        | \$250.00  | \$0.00          |
| Generator           | Temp Power                     | M  | Ea   | 1        | \$250.00  | \$250.00        |
| Gas                 | Generator 5gal per day 30 days | M  | Gal  | 150      | \$3.00    | \$450.00        |
| Other               |                                |    |      |          |           | \$0.00          |
| Other               |                                |    |      |          |           | \$0.00          |
| <b>Subtotal</b>     |                                |    |      |          |           | <b>\$700.00</b> |
|                     |                                |    |      |          |           | \$0.00          |
|                     |                                |    |      |          |           | \$0.00          |

| Item               | Item Description                                         | Cd | Unit | Quantity | Unit Cost | Item Price      |
|--------------------|----------------------------------------------------------|----|------|----------|-----------|-----------------|
| <b>4 Site Prep</b> |                                                          |    |      |          |           |                 |
| Barrier Fence      | 4' X 100' Orange Barrier Fence                           | M  | EA   | 2        | \$28.97   | \$57.94         |
| Silt Fence         | Silt Fence 100' Roll X3' HDX                             | M  | EA   | 2        | \$38.98   | \$77.96         |
| Mark Out           | Septic tank, Leach Field, Install Fencing                | L  | EA   | 1        | \$40.00   | \$40.00         |
| Locate             | Utilities                                                | G  | EA   | 1        | \$0.00    | \$0.00          |
| Misc.              | Paint                                                    | M  | EA   | 1        | \$4.97    | \$4.97          |
|                    | Survey ribbon                                            | M  | RL   | 1        | \$1.25    | \$1.25          |
|                    | Stakes                                                   | M  | EA   | 20       | \$1.50    | \$30.00         |
|                    | Plastic Sheeting to Cover Grass                          | M  | EA   | 1        | \$160.00  | \$160.00        |
| Fence Post         | 5-1/2 ft. x 3-1/2 in. x 1-3/4 in. Steel T-Post           | M  | EA   | 22       | \$4.52    | \$99.44         |
|                    | Slab and foundation cracks - Cases - Labor and Materials | M  | EA   | 1        | \$488.00  | \$488.00        |
| Epoxy              |                                                          |    |      |          |           |                 |
| <b>Subtotal</b>    |                                                          |    |      |          |           | <b>\$959.56</b> |
|                    |                                                          |    |      |          |           | \$0.00          |
|                    |                                                          |    |      |          |           | \$0.00          |

| Item                                      | Item Description                      | Cd | Unit | Quantity | Unit Cost | Item Price         |
|-------------------------------------------|---------------------------------------|----|------|----------|-----------|--------------------|
| <b>5 Excavation and Push Block Piling</b> |                                       |    |      |          |           |                    |
|                                           | 20 Blocks Deep or about               |    |      |          |           | \$0.00             |
|                                           | 12.7 Feet Deep                        |    |      |          |           | \$0.00             |
| Block Piling                              | Sub Crew Push Block Piling to Refusal | S  | EA   | 85       | \$400.00  | \$33,904.00        |
|                                           | 8 X 8 X 8 Block Piling                | M  | EA   | 1695     | \$1.15    | \$1,949.48         |
|                                           | 5/8" x 7 5/8" Rebar Pins              | M  | EA   | 1695     | 0.65      | \$1,101.88         |
|                                           | 1/4" X 3" X 3" Shims                  | M  | EA   | 0        | \$0.85    | \$0.00             |
|                                           | 1/8" X 3" X 3" Shims                  | M  | EA   | 0        | \$0.45    | \$0.00             |
|                                           | 2" X 3" X 14" Hardwood Wedges         | M  | EA   | 170      | \$2.00    | \$339.04           |
| Steel                                     | WF 6 x 15 H-Beams                     | M  | FT   | 20       | \$15.00   | \$300.00           |
|                                           | 4x6 angle Iron Clips                  | M  | EA   | 8        | \$20.00   | \$160.00           |
|                                           | 6" Channel Brackets                   | M  | EA   | 4        | \$60.00   | \$240.00           |
|                                           | 5/8" X 4 3/4" Wedge Anchors           | M  | EA   | 30       | \$2.00    | \$60.00            |
| Other                                     | Freight                               | O  | Ea   | 1.7      | \$600.00  | \$1,020.00         |
| <b>Subtotal</b>                           |                                       |    |      |          |           | <b>\$39,074.40</b> |

Slab Raise

| Item                             | Item Description                      | Cd | Unit | Quantity | Unit Cost  | Item Price         |
|----------------------------------|---------------------------------------|----|------|----------|------------|--------------------|
| <b>6 Raise / Unified Jacking</b> |                                       |    |      |          |            |                    |
| <b>3.00 Foot Raise</b>           |                                       |    |      |          |            |                    |
| Jack Home                        | Sub Crew to Raise 1st Floor Structure | S  | SF   | 1,844.00 | \$11.00    | \$20,284.00        |
|                                  | Raise 2nd Floor Structure             | S  | SF   | 0.00     | \$0.00     | \$0.00             |
|                                  | Raise Garage                          | S  | SF   | 0.00     | \$12.00    | \$0.00             |
| Head Blocks                      | 8 X 8 X 16 Solid                      | M  | EA   | 39       | \$3.05     | \$117.73           |
| Pile Blocks                      | 8 X 8 X 8 Block Piling                | M  | EA   | 400      | \$1.15     | \$460.21           |
| Pins                             | 5/8" x 7 5/8" Rebar Pins              | M  | EA   | 400      | 0.65       | \$260.12           |
| Shims                            | 1/4" X 3" X 3" Shims                  | M  | EA   | 593      | \$0.85     | \$504.32           |
| "                                | 1/8" X 3" X 3" Shims                  | M  | EA   | 593      | \$0.45     | \$266.99           |
| Wedges                           | 2" X 3" X 14" Hardwood Wedges         | M  | EA   | 0        | \$2.00     | \$0.00             |
| Steel                            | Beam Material 1022x50                 | M  | EA   | 0        | \$770.00   | \$0.00             |
| Steel                            | Beam Material 1022x30                 | M  | EA   | 0        | \$462.00   | \$0.00             |
| Steel                            | Beam Material 10x22x20                | M  | EA   | 4        | \$308.00   | \$1,232.00         |
| Anchors                          | 5/8" X 4 3/4" Wedge Anchors           | M  | EA   | 30       | \$2.00     | \$60.00            |
| Ground                           | Reground Meter Base                   | M  | EA   | 1        | \$150.00   | \$150.00           |
| Blocks                           | 2" Concrete Shim Blocks               | M  | EA   | 85       | \$1.50     | \$127.14           |
| Blocks                           | 4" Shim Blocks                        | M  | EA   | 85       | \$2.00     | \$169.52           |
| Lifting Labor                    | Sub Crew - Provide Lifting Labor      | S  | Day  | 1        | \$2,800.00 | \$2,800.00         |
| Raise Deck                       | Labor & Materials to raise deck       | S  | SF   | 0        | \$10.00    | \$0.00             |
| Other                            | Freight                               | O  | EA   | 0.4      | \$600.00   | \$240.00           |
| <b>Subtotal</b>                  |                                       |    |      |          |            | <b>\$26,672.03</b> |
|                                  |                                       |    |      |          |            | \$0.00             |

| Item               | Item Description                                     | Cd | Unit | Quantity | Unit Cost  | Item Price        |
|--------------------|------------------------------------------------------|----|------|----------|------------|-------------------|
| <b>7 Utilities</b> |                                                      |    |      |          |            |                   |
| <b>Water</b>       | Plumbing Sub Contractor reconnect                    | S  | EA   | 1        | \$1,500.00 | \$1,500.00        |
| <b>Sewer</b>       | Plumbing Sub Contractor reconnect                    | S  | EA   | 1        | \$2,500.00 | \$2,500.00        |
| <b>Gas</b>         | Gas Company / Plumbing Sub Contractor                | S  | EA   | 0        | \$450.00   | \$0.00            |
| <b>Electrical</b>  | Lic Electrical Sub Contractor disconnect             | S  | EA   | 1        | \$500.00   | \$500.00          |
|                    | Lic Electrical Sub Contractor reconnect power/Ground | S  | EA   | 1        | \$450.00   | \$450.00          |
|                    | Lic Electrical Sub Contractor Lower Meter            | S  | EA   | 1        | \$1,500.00 | \$1,500.00        |
| <b>HVAC</b>        | HVAC Sub Contractor disconnect- evacuate system      | S  | EA   | 1        | \$250.00   | \$250.00          |
|                    | HVAC Sub Contractor reconnect and service system     | S  | EA   | 1        | \$750.00   | \$750.00          |
| Other              |                                                      |    |      |          |            | \$0.00            |
| Other              |                                                      |    |      |          |            | \$0.00            |
| <b>Subtotal</b>    |                                                      |    |      |          |            | <b>\$7,450.00</b> |

Slab Raise

| Item                    | Item Description                            | Cd | Unit | Quantity | Unit Cost | Item Price         |
|-------------------------|---------------------------------------------|----|------|----------|-----------|--------------------|
| <b>8 Foundation</b>     |                                             |    |      |          |           |                    |
| <b>Footing Size</b>     |                                             |    |      |          |           |                    |
| Width                   | 2                                           |    |      |          |           |                    |
| Depth                   | 1.5                                         |    |      |          |           |                    |
| <b>Block Foundation</b> |                                             |    |      |          |           |                    |
| Footing                 | Excavate - Dig Footings                     | S  | FT   | 188      | \$10.00   | \$1,880.00         |
|                         | Pour Footing                                | M  | CY   | 21       | \$200.00  | \$4,177.78         |
| Wall                    | Block CMU                                   | M  | EA   | 698      | \$2.43    | \$1,696.02         |
| Wall                    | Lay CMU                                     | S  | EA   | 698      | \$4.00    | \$2,791.80         |
| Wall                    | Materials Brick Skirting / Foundation Walls | M  | EA   | 0        | \$0.70    | \$0.00             |
| Wall                    | Labor Brick Skirting / Foundation Walls     | M  | EA   | 0        | \$1.00    | \$0.00             |
| Vents                   | Oval Vents                                  | M  | EA   | 4        | \$68.50   | \$274.00           |
| Vents                   | Rectangular Vents                           | M  | EA   | 14       | \$68.50   | \$959.00           |
| Access Door             | 24 x 24 or 18 x 24                          | M  | EA   | 1        | \$200.00  | \$200.00           |
| Turnbuckle Sets         | 5/8" X 12" Galvanized Turnbuckles Sets      | M  | EA   | 24       | \$40.00   | \$960.00           |
| Rebar                   | #5 Rebar                                    | M  | EA   | 94       | \$11.00   | \$1,034.00         |
| Freight                 | Freight                                     | O  | EA   | 0.7      | \$600.00  | \$420.00           |
| Columns                 | 4" x 12' Post                               | O  | EA   | 0        | \$76.00   | \$0.00             |
| Other                   |                                             | O  | EA   | 0        | \$0.00    | \$0.00             |
| Non-Elevation           | upgrade to split face block                 | O  | EA   | 1        | \$797.00  | \$797.00           |
| <b>Subtotal</b>         |                                             |    |      |          |           | <b>\$14,392.60</b> |

| Item                      | Item Description                            | Cd | Unit | Quantity | Unit Cost  | Item Price        |
|---------------------------|---------------------------------------------|----|------|----------|------------|-------------------|
| <b>9 Steps - Concrete</b> |                                             |    |      |          |            |                   |
| <b>Contract</b>           |                                             |    |      |          |            | \$0.00            |
| Contract                  | Front Landing Masonary and 42" Wide steps - | S  | EA   | 1        | \$1,800.00 | \$1,800.00        |
| Hand Rails                | Handrails                                   | S  | LF   | 10       | \$55.00    | \$550.00          |
| Other                     |                                             |    |      |          |            | \$0.00            |
| <b>Subtotal</b>           |                                             |    |      |          |            | <b>\$2,350.00</b> |

| Item                         | Item Description                                                                                   | Cd | Unit | Quantity | Unit Cost | Item Price         |
|------------------------------|----------------------------------------------------------------------------------------------------|----|------|----------|-----------|--------------------|
| <b>10 Flat Work Concrete</b> |                                                                                                    |    |      |          |           |                    |
|                              | Pour Slope Driveway 20' X 43' To include<br>Blocks ,Footing, Rebar, Wire mesh, Filled with<br>Sand | L  | SF   | 480      | \$10.00   | \$4,800.00         |
| Driveway                     | Drive Sub Piles                                                                                    | S  | EA   | 8        | \$450.00  | \$3,600.00         |
| Driveway                     | Fab and Install Rails at Driveway                                                                  | S  | LF   | 48       | \$55.00   | \$2,640.00         |
| Patio                        | Fab and Install Rails at Patio Slab                                                                | L  | LF   | 0        | \$55.00   | \$0.00             |
|                              | Build New Patio Slab Concrete to Match<br>Driveway                                                 | L  | SF   | 0        | \$10.00   | \$0.00             |
| Patio                        | Driveway                                                                                           | L  | SF   | 0        | \$10.00   | \$0.00             |
| Patch Walk                   | Patch removed concrete around House                                                                | M  | SF   | 65       | \$12.00   | \$780.00           |
| <b>Subtotal</b>              |                                                                                                    |    |      |          |           | <b>\$11,820.00</b> |

| Item                   | Item Description                                       | Cd | Unit | Quantity | Unit Cost  | Item Price        |
|------------------------|--------------------------------------------------------|----|------|----------|------------|-------------------|
| <b>11 Decks - Wood</b> |                                                        |    |      |          |            |                   |
| Wood Landing           | Additional landings w/ handrails - 0' to 5'            | S  | EA   | 2        | \$1,500.00 | \$3,000.00        |
| Stoop                  | Pour 4' x 3' Stoop for back steps                      | M  | EA   | 0        | \$150.00   | \$0.00            |
| New Wood Handrails     | Wood handrails                                         | S  | LF   | 0        | \$15.00    | \$0.00            |
| New Wood steps         | New Wood Steps W/ handrails                            | S  | EA   | 0        | \$25.00    | \$0.00            |
| New Deck               | Build New Deck 8' 9" x 28' w/ handrails @<br>15.00/ Ft | M  | EA   | 1        | \$2,175.00 | \$2,175.00        |
| <b>Subtotal</b>        |                                                        |    |      |          |            | <b>\$3,000.00</b> |

Slab Raise

| Item                | Item Description | Cd | Unit | Quantity | Unit Cost | Item Price        |
|---------------------|------------------|----|------|----------|-----------|-------------------|
| <b>12 Punch-out</b> |                  |    |      |          |           |                   |
| Other               | Materials        | M  | EA   | 1        | \$600.00  | \$600.00          |
| Other               | Labor            | M  | EA   | 1        | \$900.00  | \$900.00          |
| Other               |                  | M  | EA   |          |           | \$0.00            |
| <b>Subtotal</b>     |                  |    |      |          |           | <b>\$1,500.00</b> |

| Item                  | Item Description | Cd | Unit | Quantity | Unit Cost | Item Price        |
|-----------------------|------------------|----|------|----------|-----------|-------------------|
| <b>13 Final Grade</b> |                  |    |      |          |           |                   |
| Other                 | Top Soil         | M  | yds  | 30       | \$30.00   | \$900.00          |
| Other                 | Labor            | L  | Hr   | 32       | \$20.00   | \$640.00          |
| <b>Subtotal</b>       |                  |    |      |          |           | <b>\$1,540.00</b> |

| Item                | Item Description                 | Cd | Unit | Quantity | Unit Cost | Item Price        |
|---------------------|----------------------------------|----|------|----------|-----------|-------------------|
| <b>14 Landscape</b> |                                  |    |      |          |           |                   |
| Lawn                | Seed                             | M  | LB   |          |           | \$0.00            |
|                     | Sod - 450sq ft Pallets           | M  | EA   | 7        | \$175.00  | \$1,225.00        |
|                     | Lay and Roll Sod                 | L  | EA   | 7        | \$175.00  | \$1,225.00        |
|                     | Fertilizer 50lb Bag              | M  | EA   |          |           | \$0.00            |
|                     | Rake, Fertilize and Roll Topsoil | L  | YD   |          |           | \$0.00            |
|                     | Sow Seeds                        | L  | EA   |          |           | \$0.00            |
|                     | Lay and Roll Sod                 | L  | EA   |          |           | \$0.00            |
| Shrubs /Trees       | Plant #1                         | M  | EA   |          |           | \$0.00            |
|                     | Plant #2                         | M  | EA   |          |           | \$0.00            |
|                     | Plant #3                         | M  | EA   |          |           | \$0.00            |
|                     | Plant #4                         | M  | EA   |          |           | \$0.00            |
| Mulch               | Bark Mulch Bagged                | M  | EA   |          |           | \$0.00            |
| Other               |                                  | M  | EA   |          |           | \$0.00            |
| Other               |                                  | M  | EA   |          |           | \$0.00            |
| Other               |                                  | M  | EA   |          |           | \$0.00            |
| <b>Subtotal</b>     |                                  |    |      |          |           | <b>\$2,450.00</b> |

| Item                 | Item Description               | Cd | Unit | Quantity | Unit Cost | Item Price        |
|----------------------|--------------------------------|----|------|----------|-----------|-------------------|
| <b>15 Insulation</b> |                                |    |      |          |           |                   |
| <b>Spray Foam</b>    |                                |    |      |          |           | \$0.00            |
|                      | R-13 2" spray foam Closed Cell | S  | Sf   | 1,844.00 | \$1.90    | \$3,503.60        |
| Other                |                                | M  | EA   |          |           | \$0.00            |
| <b>Subtotal</b>      |                                |    |      |          |           | <b>\$3,503.60</b> |

\$120,342.18

**Exhibit B:**

**County of Galveston/SRL Elevation Program  
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT,  
AND OTHER RESPONSIBILITY MATTERS**

Proposer: Minnich Enterprises LLC aka Tom Elevation Date of Certification: 8/14/13

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.

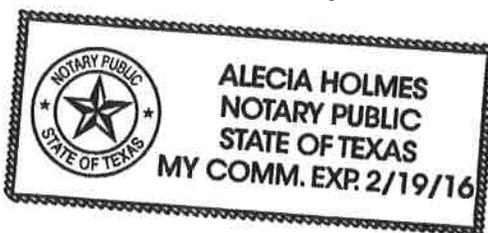
By: [Signature]  
Signature

Greg Minnich, Manager  
Printed name and title of person signing above for Proposer

Sworn to and Subscribed before me on  
this 14<sup>th</sup> day of August, 2013.

Alecia Holmes  
Notary Public in and for the State of Texas

My commission expires: February 19, 2016



**Exhibit C**

**MITIGATION OFFER/Declination Notice specific to this PROPERTY**



Your Final Mitigation Offer is based on adjusting the valuation of your purchase offer of \$0.00 by applicable additions (e.g. supplemental housing payments) of \$0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of \$0.00. The methodology used to calculate your property value (i.e. pre-event market value, current market value, outstanding loans, original purchase price) was \$0.00.

Final Mitigation Offer: N/A

N/A

Federal / non-Federal Cost Share (75 / 25 or 90 / 10):

Cost borne by property owner: N/A

For any property potentially eligible for ICC under the SRL ICC pilot program, the homeowner will assign to the County the right to file an ICC claim (using the Assignment of Coverage D claim). The County will then file an ICC claim for an amount up to the covered ICC benefits to fulfill that portion of the minimum non-federal match for which the policyholder is responsible. Any ICC claim payment received will be reimbursed directly to the homeowner. This amount, not to exceed \$30,000 is shown above as, "*Cost borne by property owner*".

You are accountable for maintenance and insurance requirements for the property during the mitigation project (i.e., maintaining flood insurance through property transfer).

Your additional responsibilities may include, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County and Texas Water Development Board grant and contract requirements, and other programmatic requirements e.g., timelines for vacating the property and as specified below by Galveston County.

At this time you must sign the attached Statement of Voluntary Participation.

### **Section B. For Mitigation Activities Other than Acquisition**

Your Final Mitigation Offer amount is based on adjusting the cost of the mitigation activity of \$165,115.00 by applicable additions of \$0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of \$0.00.

Final Mitigation Offer: \$165,115.00

Federal / non-Federal Cost Share (75 / 25 or 90 / 10): 90%/10%

Cost borne by property owner: \$16,511.50 - 10% of Final Mitigation Offer Amount.

You are accountable for maintenance and insurance requirements for the property during and after the mitigation project implementation (i.e., maintaining flood insurance on your property).

Your additional responsibilities may include securing a contractor, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County grant and contract requirements, and other programmatic requirements as specified below by the Galveston County.

Fully Executed Tri-Party Agreement is incorporated here by reference

You must sign the attached Model Acknowledgement of Conditions for Mitigation of Property in a Special Flood Hazard Area for elevation, mitigation reconstruction, or dry floodproofing activities.

6. All holders of recorded interest in the property have been notified of the final mitigation offer. The holders of recorded interest are:

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*The local government and property owner will initial and date below to document each meeting related to the Mitigation Offer.*

x Joan Myers  
Homeowner(s)

[Signature]  
Local Government Official(s)

8-12-13  
Date

\_\_\_\_\_  
Homeowner(s)

\_\_\_\_\_  
Local Government Official(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner(s)

\_\_\_\_\_  
Local Government Official(s)

\_\_\_\_\_  
Date

**Accepting or Declining the Mitigation Offer**

**You have 45 days from the date of the Mitigation Offer Letter to accept or decline the mitigation offer of assistance by signing the appropriate section below and returning it to [City/County] in the attached envelope or in person at [City/County address]. Failure to respond to the Mitigation Offer within 45 days of the date on this Mitigation Offer constitutes declining the Mitigation Offer.**

1. You may request in writing that the Regional Administrator extend your the period of time to consider the mitigation offer beyond 45 days. In your letter you must explain the extenuating circumstances. This request must be submitted before the expiration of the 45 day time period.
2. If you decline the Mitigation Offer made under the SRL program, your property will be subject to an increased flood insurance premium rate. Generally, this increase will occur upon renewal of the insurance policy. You will receive a separate Notice of NFIP Insurance Premium Rate Increase from FEMA.
3. If you decline the Mitigation Offer, you retain the right to appeal the increased flood insurance premium rate only in certain circumstances in accordance with 44 CFR Part 79.7 (d).

This offer of mitigation assistance remains open and available to you, even if you decline and/or appeal the offer, as long as the SRL program exists and funds are available.

**Accepting the Mitigation Offer**

Final Mitigation Offer: **\$165,115.00**

Mitigation Activity: **Elevation**

I, the property owner, accept this Mitigation Offer

x Joan Myers  
Signature of SRL Property Owner(s) or Authorized Representative(s)

8-12-19  
Date

\_\_\_\_\_  
Signature of SRL Property Owner(s) or Authorized Representative(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of [City/County] Representative

\_\_\_\_\_  
Date

NFIP Policy Number: \_\_\_\_\_

Repetitive Loss Number: \_\_\_\_\_

RL00010480

### Declining the Mitigation Offer

**Mitigation Offer Declined:** I do not accept this Mitigation Offer of Assistance. I understand that FEMA will notify me of the chargeable insurance premium rate increase for my property. FEMA will issue a Notice of NFIP Insurance Premium Rate Increase to me specifying the effective date of the insurance premium rate increase for my property. Generally, this increase will occur upon renewal of the insurance policy.

In addition, I understand that I have the right to appeal an increase in flood insurance premium rate only in certain circumstances and have received information from the subgrantee on the specific grounds for appeal and that process. Failure to respond to this offer within 45 days constitutes declining the Mitigation Offer of Assistance.

\_\_\_\_\_  
Signature of SRL Property Owner(s) or Authorized Representative(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of SRL Property Owner(s) or Authorized Representative(s)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Date

NFIP Policy Number: \_\_\_\_\_ Repetitive Loss Number: \_\_\_\_\_

## 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/](http://www.twdb.state.tx.us/about/contract_admin/)

#### **STATE AUDITOR CLAUSE**

By executing this Elevation Agreement, HOMEOWNER and CONTRACTOR accepts the authority of the State Auditor's Office, under direction of the legislative audit committee, to conduct audits and investigations in connection with any and all state funds received pursuant to this contract. The HOMEOWNER and CONTRACTOR shall comply with and cooperate in any such investigation or audit. The HOMEOWNER and CONTRACTOR agrees to provide the State Auditor with access to any information the State Auditor considers relevant to the investigation or audit. The HOMEOWNER and CONTRACTOR also agrees to include a provision in any subcontract related to this contract that requires the HOMEOWNER and CONTRACTOR to submit to audits and investigation by the State Auditor's Office in connection with any and all state funds received pursuant to the subcontract.

#### **FINANCIAL RECORDS**

The HOMEOWNER and CONTRACTOR and its contracted parties shall maintain satisfactory financial accounting documents and records, including copies of invoices and receipts, and shall make them available for examination and audit by the EXECUTIVE ADMINISTRATOR of the TEXAS WATER DEVELOPMENT BOARD (TWDB). Accounting by the HOMEOWNER and CONTRACTOR and its contracted parties shall be in a manner consistent with generally accepted accounting principles.

#### **OWNERSHIP**

The TWDB shall have unlimited rights to technical or other data resulting directly from the performance of services under this Elevation Agreement. It is agreed that all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Elevation Agreement and developed by the HOMEOWNER and CONTRACTOR or its contracted parties pursuant to this CONTRACT shall become the joint property of the HOMEOWNER and CONTRACTOR and the TWDB. These materials shall not be copyrighted or patented by the HOMEOWNER and CONTRACTOR or by any consultants involved in this Elevation Agreement unless the EXECUTIVE ADMINISTRATOR of the TWDB approves in writing the right to establish copyright or patent; provided, however, that copyrighting or patenting by the HOMEOWNER and CONTRACTOR or its SUB-SUBCONTRACTORS will in no way limit the TWDBs access to or right to request and receive or distribute data and information obtained or developed pursuant to this Elevation Agreement. Any material subject to a TWDB copyright and produced by the HOMEOWNER and CONTRACTOR or TWDB pursuant to this Elevation Agreement may be printed by the HOMEOWNER and CONTRACTOR or the TWDB at their own cost and distributed by either at their discretion. The HOMEOWNER and CONTRACTOR may otherwise utilize such material provided under this Elevation Agreement as it deems necessary and appropriate, including the right to publish and distribute the materials or any parts thereof under its own name, provided that any TWDB copyright is appropriately noted on the printed materials.

The HOMEOWNER and CONTRACTOR and its contracted parties agree to acknowledge the TWDB in any news releases or other publications relating to the work performed under this Elevation agreement.

#### **NO DEBT AGAINST THE STATE**

This Elevation Agreement shall not be construed as creating any debt by or on behalf of the State of Texas and the TWDB, and all obligations of the State of Texas are subject to the availability of funds. To the extent the performance of this Elevation Agreement transcends the biennium in which this Elevation Agreement is entered into, this Elevation Agreement is specifically contingent upon the continued authority of the TWDB and appropriations therefore.

#### **LICENSES, PERMIT, AND INSURANCE**



## Exhibit E

### FEMA Record of Environmental Consideration **Special Conditions required on implementation of Projects:**

#### Executive Order 11988 - Floodplains

The applicant is responsible for coordinating with and obtaining the required permissions from the local floodplain administrator prior to initiating work. All coordination pertaining to these activities and applicant compliance with any conditions should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

#### Executive Order 11988 - Floodplains

The applicant is responsible for providing the public with the finding and explanation of any final decision that the floodplain is the only practicable alternative at least 15 days prior to initiating work. This notification should be documented and copies forwarded to the state and FEMA for inclusion in the permanent project files.

#### Executive Order 11990 - Wetlands

The applicant is responsible for proper identification of wetlands and must ensure that there is no net loss of wetlands. The applicant is responsible for coordinating with and obtaining any required Section 404 Permit(s) from the United States Army Corps of Engineers (USACE) prior to initiating work. The applicant shall comply with all conditions of the required permit. All coordination pertaining to these activities should be documented and copies forwarded to the State and FEMA as part of the permanent project files.

#### Executive Order 11990 - Wetlands

The applicant shall ensure that best management practices are implemented to prevent erosion and sedimentation to surrounding, nearby or adjacent wetlands. This includes equipment storage and staging of construction to prevent erosion and sedimentation to ensure that wetlands are not adversely impacted per the Clean Water Act and Executive Order 11990.

#### Endangered Species Act (ESA)

The number of vehicles transiting from the upland areas to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road will be kept to a minimum, and all vehicles must use the same pathway at each location.

Materials and equipment required for the structure elevations will be staged within the confines of the residential lot or in upland areas. Temporary, overnight storage of earth-moving equipment on the beach will not be allowed.

Between March 15 and October 1, educational signs will be developed and displayed in the vicinity of 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, informing the public about nesting sea turtles and what actions should be taken if these species are observed.

Between March 15 and October 1, no work will continue after dark at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, therefore no artificial lighting will be necessary.

Access to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road must be from previously existing access roads originating in upland areas.

Equipment must be properly maintained so that it is not leaking grease or oil on the beaches.

After an elevation project is completed, beach areas disturbed in the vicinity of 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road as a result of elevation work must be restored to pre-construction slope or contours and all ruts will be leveled.

An independent, qualified monitor or monitors will be hired by GALVESTON COUNTY to monitor the structure elevations at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road between March 15 and October 1. The monitor will survey the beach adjacent to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road for the presence of threatened and endangered species before work begins each morning, after work concludes for the day, and periodically throughout the day at such times deemed necessary by the independent monitor.

For work taking place at 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533

Jamaica Beach Road between March 15 and October 1, work crews will be required to attend a half-day training session to learn how to recognize and avoid impacts to nesting sea turtles and what actions should be taken if these species are observed.

In the event that a Kemps Ridley sea turtle or its nest is encountered on or adjacent to 22819 Gulf Drive, 22827 Gulf Drive, 23170 Gulf Drive, 16511 Jamaica Beach Road, and 16533 Jamaica Beach Road, construction activities will cease and the U.S. Fish and Wildlife Service (USFWS) will be contacted.

**OTHER (enter specifics in comments)**

If any asbestos containing materials, lead based paint and/or other hazardous materials are found during remediation or repair activities, the applicant must comply with all federal, state and local abatement and disposal requirements under the National Emissions Standards for Hazardous Air Pollutants (NESHAP).

**Resource Conservation and Recovery Act, aka Solid Waste Disposal Act (RCRA)**

Unusable equipment, debris and material shall be disposed of in an approved manner and location. In the event significant items (or evidence thereof) are discovered during implementation of the project, applicant shall handle, manage, and dispose of petroleum products, hazardous materials and toxic waste in accordance to the requirements and to the satisfaction of the governing local, state and federal agencies.

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders. This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding. If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.

**Exhibit F**

**CIQ Form**

**CONFLICT OF INTEREST QUESTIONNAIRE**

**FORM CIQ**

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

**OFFICE USE ONLY**

Date Received

1 Name of person who has a business relationship with local governmental entity.

*None*

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]*  
Signature of person doing business with the governmental entity

*8/14/13*  
Date

**Exhibit G**

Separate contract between Homeowner and Contractor for provision of Non-Elevation work

Exhibit G is not incorporated within AGREEMENT

# CONTRACT FOR NON-ELEVATION CONSTRUCTION SERVICES

This contract is made and entered into between T & M Elevation and Transport, hereafter called "Contractor", with its principal place of business located in Dickinson, TX

AND

  
Mrs. Joan Meyers, hereafter called "Owner", owner of home located at 514 St. Charles St., League City, TX.

Whereas Owner wish to have Contractor perform construction services, as detailed in Exhibited "A" attached. These defined NON-ELEVATION services are in addition to the construction services covered by the contract between Contractor and Owner as part of the Galveston County Severe Repetitive Loss Grant Program, hereafter the "SRL Program"

Now therefore, these NON-ELEVATION service(s) are contracted and agreed as follows:

Contractor agrees to: 1) Complete the contracted additional NON-ELEVATION service(s) as outlined in Exhibited "A",

Owner agrees to: Pay Contractor prior to commencement of work, the stipulated sum of: Twenty-Nine Hundred Seventy-Two (\$2,972.00), as required by the "SRL Program" contract.

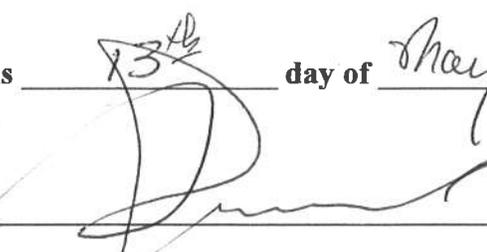
**ORAL AGREEMENTS: NO oral agreements will be accepted under any circumstances. Any changes to this contract MUST be in writing, signed and dated by Owner and Contractor. This contract shall be governed by the laws of Texas without regard to conflict of laws principle. Transmission by e-mail in NOT considered a legal written notice or writing as defined by this paragraph.**

**ARBITRATION: Owner agrees that any claims made under this contract that cannot be readily settled or agreed upon by the parties may be settled by "Arbitration " if so elected by Contractor. If Contractor does not elect Arbitration to resolve the dispute, Owner may seek any legal remedy available. In any case Owner agrees that the prevailing party will be reimbursed ALL legal fees by non-prevailing party. Liability of Contractor and Owner is limited to the amount of this contract.**

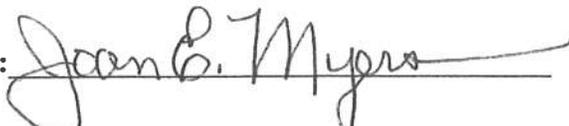
**Other Terms and Conditions:**

Executed this 13<sup>th</sup> day of May, 2013

Contractor:

  
Greg Minnick, President

Owner(s):

  
Joan B. Meyers

**Exhibit H**

Blank FEMA NFIP Elevation Certificate and Instructions (2012 Edition), FEMA Form 086-0-33



**FEMA**

NATIONAL FLOOD INSURANCE PROGRAM

**ELEVATION CERTIFICATE**

AND

INSTRUCTIONS

**2012 EDITION**

# National Flood Insurance Program ELEVATION CERTIFICATE

## Paperwork Reduction Act Notice

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

## Privacy Act Statement

**Authority:** Title 44 CFR § 61.7 and 61.8.

**Principal Purpose(s):** This information is being collected for the primary purpose of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

**Routine Use(s):** The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

**Disclosure:** The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or the applicant may be subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

## Purpose of the Elevation Certificate

The Elevation Certificate is an important administrative tool of the National Flood Insurance Program (NFIP). It is to be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

The Elevation Certificate is required in order to properly rate Post-FIRM buildings, which are buildings constructed after publication of the Flood Insurance Rate Map (FIRM), located in flood insurance Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. The Elevation Certificate is not required for Pre-FIRM buildings unless the building is being rated under the optional Post-FIRM flood insurance rules.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the Federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA or LOMR-F request. Lowest floor and lowest adjacent grade elevations certified by a surveyor or engineer will be required if the certificate is used to support a LOMA or LOMR-F request. A LOMA or LOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 package, whichever is appropriate.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP, non-residential buildings can be floodproofed up to or above the Base Flood Elevation (BFE). A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

Additional guidance can be found in FEMA Publication 467-1, Floodplain Management Bulletin: Elevation Certificate, available on FEMA's website at <http://www.fema.gov/library/viewRecord.do?id=1727>.

# ELEVATION CERTIFICATE

**IMPORTANT:** Follow the instructions on pages 1-9.

OMB No. 1660-0008  
 Expiration Date: July 31, 2015

| SECTION A – PROPERTY INFORMATION                                                                                   |       | FOR INSURANCE COMPANY USE                                                                               |
|--------------------------------------------------------------------------------------------------------------------|-------|---------------------------------------------------------------------------------------------------------|
| A1. Building Owner's Name                                                                                          |       | Policy Number:                                                                                          |
| A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or PO. Route and Box No.               |       | Company NAIC Number:                                                                                    |
| City                                                                                                               | State | ZIP Code                                                                                                |
| A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)                       |       |                                                                                                         |
| A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) _____                             |       |                                                                                                         |
| A5. Latitude/Longitude: Lat. _____ Long. _____                                                                     |       | Horizontal Datum: <input type="checkbox"/> NAD 1927 <input type="checkbox"/> NAD 1983                   |
| A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.      |       |                                                                                                         |
| A7. Building Diagram Number _____                                                                                  |       |                                                                                                         |
| A8. For a building with a crawlspace or enclosure(s):                                                              |       | A9. For a building with an attached garage:                                                             |
| a) Square footage of crawlspace or enclosure(s) _____ sq ft                                                        |       | a) Square footage of attached garage _____ sq ft                                                        |
| b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____ |       | b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____ |
| c) Total net area of flood openings in A8.b _____ sq in                                                            |       | c) Total net area of flood openings in A9.b _____ sq in                                                 |
| d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No                             |       | d) Engineered flood openings? <input type="checkbox"/> Yes <input type="checkbox"/> No                  |

## SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

|                                                                                                                                                                                                                                                                                  |            |                     |                                        |                   |                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------|----------------------------------------|-------------------|-------------------------------------------------------------|
| B1. NFIP Community Name & Community Number                                                                                                                                                                                                                                       |            |                     | B2. County Name                        |                   | B3. State                                                   |
| B4. Map/Panel Number                                                                                                                                                                                                                                                             | B5. Suffix | B6. FIRM Index Date | B7. FIRM Panel Effective/ Revised Date | B8. Flood Zone(s) | B9. Base Flood Elevation(s) (Zone AO, use base flood depth) |
| B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:<br><input type="checkbox"/> FIS Profile <input type="checkbox"/> FIRM <input type="checkbox"/> Community Determined <input type="checkbox"/> Other/Source: _____         |            |                     |                                        |                   |                                                             |
| B11. Indicate elevation datum used for BFE in Item B9: <input type="checkbox"/> NGVD 1929 <input type="checkbox"/> NAVD 1988 <input type="checkbox"/> Other/Source: _____                                                                                                        |            |                     |                                        |                   |                                                             |
| B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>Designation Date: _____ / _____ / _____ <input type="checkbox"/> CBRS <input type="checkbox"/> OPA |            |                     |                                        |                   |                                                             |

## SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on:  Construction Drawings\*  Building Under Construction\*  Finished Construction  
 \*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1-A30, AE, AH, A (with BFE), VE, V1-V30, V (with BFE), AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AO. Complete Items C2.a-h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: \_\_\_\_\_ Vertical Datum: \_\_\_\_\_

Indicate elevation datum used for the elevations in items a) through h) below.  NGVD 1929  NAVD 1988  Other/Source: \_\_\_\_\_  
 Datum used for building elevations must be the same as that used for the BFE.

Check the measurement used.

|                                                                                                                            |               |                                                               |
|----------------------------------------------------------------------------------------------------------------------------|---------------|---------------------------------------------------------------|
| a) Top of bottom floor (including basement, crawlspace, or enclosure floor)                                                | _____ . _____ | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| b) Top of the next higher floor                                                                                            | _____ . _____ | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| c) Bottom of the lowest horizontal structural member (V Zones only)                                                        | _____ . _____ | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| d) Attached garage (top of slab)                                                                                           | _____ . _____ | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments) | _____ . _____ | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| f) Lowest adjacent (finished) grade next to building (LAG)                                                                 | _____ . _____ | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| g) Highest adjacent (finished) grade next to building (HAG)                                                                | _____ . _____ | <input type="checkbox"/> feet <input type="checkbox"/> meters |
| h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support                               | _____ . _____ | <input type="checkbox"/> feet <input type="checkbox"/> meters |

## SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.

- Check here if comments are provided on back of form. Were latitude and longitude in Section A provided by a licensed land surveyor?  Yes  No
- Check here if attachments.

|                  |              |                |          |
|------------------|--------------|----------------|----------|
| Certifier's Name |              | License Number |          |
| Title            | Company Name |                |          |
| Address          | City         | State          | ZIP Code |
| Signature        | Date         | Telephone      |          |

PLACE  
SEAL  
HERE

**ELEVATION CERTIFICATE, page 2**

|                                                                                                  |                                  |
|--------------------------------------------------------------------------------------------------|----------------------------------|
| <b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>            | <b>FOR INSURANCE COMPANY USE</b> |
| Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or RO, Route and Box No. | Policy Number:                   |
| City State ZIP Code                                                                              | Company NAIC Number:             |

**SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)**

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments

Signature

Date

**SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)**

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B, and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

- E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).
- a) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_ . \_\_\_\_\_  feet  meters  above or  below the HAG.
- b) Top of bottom floor (including basement, crawlspace, or enclosure) is \_\_\_\_\_ . \_\_\_\_\_  feet  meters  above or  below the LAG.
- E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is \_\_\_\_\_ . \_\_\_\_\_  feet  meters  above or  below the HAG.
- E3. Attached garage (top of slab) is \_\_\_\_\_ . \_\_\_\_\_  feet  meters  above or  below the HAG.
- E4. Top of platform of machinery and/or equipment servicing the building is \_\_\_\_\_ . \_\_\_\_\_  feet  meters  above or  below the HAG.
- E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance?  Yes  No  Unknown. The local official must certify this information in Section G.

**SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION**

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

Check here if attachments.

**SECTION G – COMMUNITY INFORMATION (OPTIONAL)**

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

- G1.  The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)
- G2.  A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.
- G3.  The following information (Items G4–G10) is provided for community floodplain management purposes.

|                   |                        |                                                     |
|-------------------|------------------------|-----------------------------------------------------|
| G4. Permit Number | G5. Date Permit Issued | G6. Date Certificate Of Compliance/Occupancy Issued |
|-------------------|------------------------|-----------------------------------------------------|

G7. This permit has been issued for:  New Construction  Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: \_\_\_\_\_ . \_\_\_\_\_  feet  meters Datum \_\_\_\_\_

G9. BFE or (in Zone AO) depth of flooding at the building site: \_\_\_\_\_ . \_\_\_\_\_  feet  meters Datum \_\_\_\_\_

G10. Community's design flood elevation: \_\_\_\_\_ . \_\_\_\_\_  feet  meters Datum \_\_\_\_\_

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

Check here if attachments.

**BUILDING PHOTOGRAPHS**  
See Instructions for Item A6.

|                                                                                                   |       |          |                                  |
|---------------------------------------------------------------------------------------------------|-------|----------|----------------------------------|
| <b>IMPORTANT: In these spaces, copy the corresponding information from Section A.</b>             |       |          | <b>FOR INSURANCE COMPANY USE</b> |
| Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No. |       |          | Policy Number:                   |
| City                                                                                              | State | ZIP Code | Company NAIC Number:             |

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.



## Instructions for Completing the Elevation Certificate

The Elevation Certificate is to be completed by a land surveyor, engineer, or architect who is authorized by law to certify elevation information when elevation information is required for Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. Community officials who are authorized by law or ordinance to provide floodplain management information may also complete this form. For Zones AO and A (without BFE), a community official, a property owner, or an owner's representative may provide information on this certificate, unless the elevations are intended for use in supporting a request for a LOMA or LOMR-F. Certified elevations must be included if the purpose of completing the Elevation Certificate is to obtain a LOMA or LOMR-F.

The property owner, the owner's representative, or local official who is authorized by law to administer the community floodplain ordinance can complete Section A and Section B. The partially completed form can then be given to the land surveyor, engineer, or architect to complete Section C. The land surveyor, engineer, or architect should verify the information provided by the property owner or owner's representative to ensure that this certificate is complete.

In Puerto Rico only, elevations for building information and flood hazard information may be entered in meters.

---

### SECTION A – PROPERTY INFORMATION

---

**Items A1–A4.** This section identifies the building, its location, and its owner. Enter the name(s) of the building owner(s), the building's complete street address, and the lot and block numbers. If the building's address is different from the owner's address, enter the address of the building being certified. If the address is a rural route or a Post Office box number, enter the lot and block numbers, the tax parcel number, the legal description, or an abbreviated location description based on distance and direction from a fixed point of reference. For the purposes of this certificate, "building" means both a building and a manufactured (mobile) home.

A map may be attached to this certificate to show the location of the building on the property. A tax map, FIRM, or detailed community map is appropriate. If no map is available, provide a sketch of the property location, and the location of the building on the property. Include appropriate landmarks such as nearby roads, intersections, and bodies of water. For building use, indicate whether the building is residential, non-residential, an addition to an existing residential or non-residential building, an accessory building (e.g., garage), or other type of structure. Use the Comments area of the appropriate section if needed, or attach additional comments.

**Item A5.** Provide latitude and longitude coordinates for the center of the front of the building. Use either decimal degrees (e.g., 39.5043°, -110.7585°) or degrees, minutes, seconds (e.g., 39° 30' 15.5", -110° 45' 30.7") format. If decimal degrees are used, provide coordinates to at least 4 decimal places or better. When using degrees, minutes, seconds, provide seconds to at least 1 decimal place or better. The latitude and longitude coordinates must be accurate within 66 feet. When the latitude and longitude are provided by a surveyor, check the "Yes" box in Section D and indicate the method used to determine the latitude and longitude in the Comments area of Section D. If the Elevation Certificate is being certified by other than a licensed surveyor, engineer, or architect, this information is not required. Provide the type of datum used to obtain the latitude and longitude. FEMA prefers the use of NAD 1983.

**Item A6.** If the Elevation Certificate is being used to obtain flood insurance through the NFIP, the certifier must provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

**Item A7.** Select the diagram on pages 7–9 that best represents the building. Then enter the diagram number and use the diagram to identify and determine the appropriate elevations requested in Items C2.a–h. If you are unsure of the correct diagram, select the diagram that most closely resembles the building being certified.

**Item A8.a** Provide the square footage of the crawlspace or enclosure(s) below the lowest elevated floor of an elevated building with or without permanent flood openings. Take the measurement from the outside of the crawlspace or enclosure(s). Examples of elevated buildings constructed with crawlspace and enclosure(s) are shown in Diagrams 6–9 on pages 8–9. Diagram 2, 4, or 9 should be used for a building constructed with a crawlspace floor that is below the exterior grade on all sides.

**Items A8.b–d** Enter in Item A8.b the number of permanent flood openings in the crawlspace or enclosure(s) that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. Estimate the total net area of all such permanent flood openings in square inches, excluding any bars, louvers, or other covers of the permanent flood openings, and enter the total in Item A8.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A8.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the crawlspace or enclosure(s) have no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter “0” (zero) in Items A8.b–c.

**Item A9.a** Provide the square footage of the attached garage with or without permanent flood openings. Take the measurement from the outside of the garage.

**Items A9.b–d** Enter in Item A9.b the number of permanent flood openings in the attached garage that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. This includes any openings that are in the garage door that are no higher than 1.0 foot above the adjacent grade. Estimate the total net area of all such permanent flood openings in square inches and enter the total in Item A9.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A9.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the garage has no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter “0” (zero) in Items A9.b–c.

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## SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

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Complete the Elevation Certificate on the basis of the FIRM in effect at the time of the certification.

The information for Section B is obtained by reviewing the FIRM panel that includes the building’s location. Information about the current FIRM is available from the Federal Emergency Management Agency (FEMA) by calling 1-800-358-9616. If a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR-F) has been issued by FEMA, please provide the letter date and case number in the Comments area of Section D or Section G, as appropriate.

For a building in an area that has been annexed by one community but is shown on another community’s FIRM, enter the community name and 6-digit number of the annexing community in Item B1, the name of the county or new county, if necessary, in Item B2, and the FIRM index date for the annexing community in Item B6. Enter information from the actual FIRM panel that shows the building location, even if it is the FIRM for the previous jurisdiction, in Items B4, B5, B7, B8, and B9.

If the map in effect at the time of the building’s construction was other than the current FIRM, and you have the past map information pertaining to the building, provide the information in the Comments area of Section D.

**Item B1.** NFIP Community Name & Community Number. Enter the complete name of the community in which the building is located and the associated 6-digit community number. For a newly incorporated community, use the name and 6-digit number of the new community. Under the NFIP, a “community” is any State or area or political subdivision thereof, or any Indian tribe or authorized native organization, that has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the NFIP Community Status Book, available on FEMA’s web site at <http://www.fema.gov/fema/csb.shtm>, or call 1-800-358-9616.

**Item B2.** County Name. Enter the name of the county or counties in which the community is located. For an unincorporated area of a county, enter “unincorporated area.” For an independent city, enter “independent city.”

**Item B3.** State. Enter the 2-letter state abbreviation (for example, VA, TX, CA).

**Items B4–B5.** Map/Panel Number and Suffix. Enter the 10-character “Map Number” or “Community Panel Number” shown on the FIRM where the building or manufactured (mobile) home is located. For maps in a county-wide format, the sixth character of the “Map Number” is the letter “C” followed by a 4-digit map number. For maps not in a county-wide format, enter the “Community Panel Number” shown on the FIRM.

**Item B6.** FIRM Index Date. Enter the effective date or the map revised date shown on the FIRM Index.

**Item B7.** FIRM Panel Effective/Revised Date. Enter the map effective date or the map revised date shown on the FIRM panel. This will be the latest of all dates shown on the map. The current FIRM panel effective date can be determined by calling 1-800-358-9616.

**Item B8.** Flood Zone(s). Enter the flood zone, or flood zones, in which the building is located. All flood zones containing the letter "A" or "V" are considered Special Flood Hazard Areas. The flood zones are A, AE, A1–A30, V, VE, V1–V30, AH, AO, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. Each flood zone is defined in the legend of the FIRM panel on which it appears.

**Item B9.** Base Flood Elevation(s). Using the appropriate Flood Insurance Study (FIS) Profile, Floodway Data Table, or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site. If the building is located in more than 1 flood zone in Item B8, list all appropriate BFEs in Item B9. BFEs are shown on a FIRM or FIS Profile for Zones A1–A30, AE, AH, V1–V30, VE, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO; flood depth numbers are shown for Zone AO. Use the AR BFE if the building is located in any of Zones AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. In A or V zones where BFEs are not provided on the FIRM, BFEs may be available from another source. For example, the community may have established BFEs or obtained BFE data from other sources for the building site. For subdivisions and other developments of more than 50 lots or 5 acres, establishment of BFEs is required by the community's floodplain management ordinance. If a BFE is obtained from another source, enter the BFE in Item B9. In an A Zone where BFEs are not available, complete Section E and enter N/A for Section B, Item B9. Enter the BFE to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

**Item B10.** Indicate the source of the BFE that you entered in Item B9. If the BFE is from a source other than FIS Profile, FIRM, or community, describe the source of the BFE.

**Item B11.** Indicate the elevation datum to which the elevations on the applicable FIRM are referenced as shown on the map legend. The vertical datum is shown in the Map Legend and/or the Notes to Users on the FIRM.

**Item B12.** Indicate whether the building is located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA). (OPAs are portions of coastal barriers that are owned by Federal, State, or local governments or by certain non-profit organizations and used primarily for natural resources protection.) Federal flood insurance is prohibited in designated CBRS areas or OPAs for buildings or manufactured (mobile) homes built or substantially improved after the date of the CBRS or OPA designation. For the first CBRS designations, that date is October 1, 1983. Information about CBRS areas and OPAs may be obtained on the FEMA web site at <http://www.fema.gov/business/nfip/cbrs/cbrs.shtm>.

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### SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

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Complete Section C if the building is located in any of Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO, or if this certificate is being used to support a request for a LOMA or LOMR-F. If the building is located in Zone AO or Zone A (without BFE), complete Section E instead. To ensure that all required elevations are obtained, it may be necessary to enter the building (for instance, if the building has a basement or sunken living room, split-level construction, or machinery and equipment).

Surveyors may not be able to gain access to some crawlspaces to shoot the elevation of the crawlspace floor. If access to the crawlspace is limited or cannot be gained, follow one of these procedures.

- Use a yardstick or tape measure to measure the height from the floor of the crawlspace to the "next higher floor," and then subtract the crawlspace height from the elevation of the "next higher floor." If there is no access to the crawlspace, use the exterior grade next to the structure to measure the height of the crawlspace to the "next higher floor."
- Contact the local floodplain administrator of the community in which the building is located. The community may have documentation of the elevation of the crawlspace floor as part of the permit issued for the building.
- If the property owner has documentation or knows the height of the crawlspace floor to the next higher floor, try to verify this by looking inside the crawlspace through any openings or vents.

In all 3 cases, provide the elevation in the Comments area of Section D on the back of the form and a brief description of how the elevation was obtained.

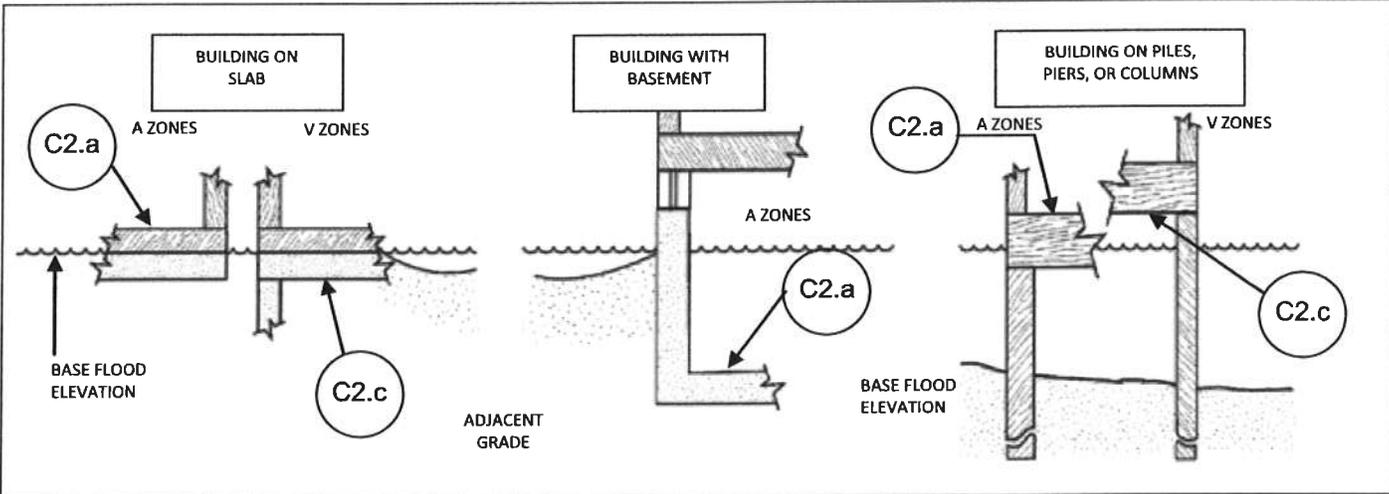
**Item C1.** Indicate whether the elevations to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first 2 choices, a post-construction Elevation Certificate will be required when construction is complete. If the building is under construction, include only those elevations that can be surveyed in Items C2.a–h. Use the Comments area of Section D to provide elevations obtained from the construction plans or drawings. Select “Finished Construction” only when all machinery and/or equipment such as furnaces, hot water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

**Item C2.** A field survey is required for Items C2.a–h. Most control networks will assign a unique identifier for each benchmark. For example, the National Geodetic Survey uses the Permanent Identifier (PID). For the benchmark utilized, provide the PID or other unique identifier assigned by the maintainer of the benchmark. For GPS survey, indicate the benchmark used for the base station, the Continuously Operating Reference Stations (CORS) sites used for an On-line Positioning User Service (OPUS) solution (also attach the OPUS report), or the name of the Real Time Network used.

Also provide the vertical datum for the benchmark elevation. All elevations for the certificate, including the elevations for Items C2.a–h, must use the same datum on which the BFE is based. Show the conversion from the field survey datum used if it differs from the datum used for the BFE entered in Item B9 and indicate the conversion software used. Show the datum conversion, if applicable, in the Comments area of Section D.

For property experiencing ground subsidence, the most recent reference mark elevations must be used for determining building elevations. However, when subsidence is involved, the BFE should not be adjusted. Enter elevations in Items C2.a–h to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

**Items C2.a–d** Enter the building elevations (excluding the attached garage) indicated by the selected building diagram (Item A7) in Items C2.a–c. If there is an attached garage, enter the elevation for top of attached garage slab in Item C2.d. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If the building is located in a V zone on the FIRM, complete Item C2.c. If the flood zone cannot be determined, enter elevations for all of Items C2.a–h. For buildings in A zones, elevations a, b, d, and e should be measured at the top of the floor. For buildings in V zones, elevation c must be measured at the bottom of the lowest horizontal structural member of the floor (see drawing below). For buildings



elevated on a crawlspace, Diagrams 8 and 9, enter the elevation of the top of the crawlspace floor in Item C2.a, whether or not the crawlspace has permanent flood openings (flood vents). If any item does not apply to the building, enter “N/A” for not applicable.

**Item C2.e** Enter the lowest platform elevation of at least 1 of the following machinery and equipment items: elevators and their associated equipment, furnaces, hot water heaters, heat pumps, and air conditioners in an attached garage or enclosure or on an open utility platform that provides utility services for the building. Note that elevations for these specific machinery and equipment items are required in order to rate the building for flood insurance. Local floodplain management officials are required to ensure that all machinery and equipment servicing the building are protected from flooding. Thus, local officials may require that elevation information for all machinery and equipment, including ductwork, be documented on the Elevation Certificate. If the machinery and/or equipment is mounted to a wall, pile, etc., enter the platform elevation of the machinery and/

or equipment. Indicate machinery/equipment type and its general location, e.g., on floor inside garage or on platform affixed to exterior wall, in the Comments area of Section D or Section G, as appropriate. If this item does not apply to the building, enter "N/A" for not applicable.

**Items C2.f–g** Enter the elevation of the ground, sidewalk, or patio slab immediately next to the building. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

**Item C2.h** Enter the lowest grade elevation at the deck support or stairs. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

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### SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

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Complete as indicated. This section of the Elevation Certificate may be signed by only a land surveyor, engineer, or architect who is authorized by law to certify elevation information. Place your license number, your seal (as allowed by the State licensing board), your signature, and the date in the box in Section D. You are certifying that the information on this certificate represents your best efforts to interpret the data available and that you understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001. Use the Comments area of Section D, on the back of the certificate, to provide datum, elevation, openings, or other relevant information not specified on the front.

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### SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

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Complete Section E if the building is located in Zone AO or Zone A (without BFE). Otherwise, complete Section C instead. Explain in the Section F Comments area if the measurement provided under Items E1–E4 is based on the "natural grade."

**Items E1.a and b** Enter in Item E1.a the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG). Enter in Item E1.b the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the lowest adjacent grade (LAG). For buildings in Zone AO, the community's floodplain management ordinance requires the lowest floor of the building be elevated above the highest adjacent grade at least as high as the depth number on the FIRM. Buildings in Zone A (without BFE) may qualify for a lower insurance rate if an engineered BFE is developed at the site.

**Item E2.** For Building Diagrams 6–9 with permanent flood openings (see pages 8–9), enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the next higher floor or elevated floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG).

**Item E3.** Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, for the top of attached garage slab. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If this item does not apply to the building, enter "N/A" for not applicable.

**Item E4.** Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, of the platform elevation that supports the machinery and/or equipment servicing the building. Indicate machinery/equipment type in the Comments area of Section F. If this item does not apply to the building, enter "N/A" for not applicable.

**Item E5.** For those communities where this base flood depth is not available, the community will need to determine whether the top of the bottom floor is elevated in accordance with the community's floodplain management ordinance.

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### SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

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Complete as indicated. This section is provided for certification of measurements taken by a property owner or property owner's representative when responding to Sections A, B, and E. The address entered in this section must be the actual mailing address of the property owner or property owner's representative who provided the information on the certificate.

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## SECTION G – COMMUNITY INFORMATION (OPTIONAL)

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Complete as indicated. The community official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Section C may be filled in by the local official as provided in the instructions below for Item G1. If the authorized community official completes Sections C, E, or G, complete the appropriate item(s) and sign this section.

Check **Item G1** if Section C is completed with elevation data from other documentation, including elevations obtained from the Community Rating System Elevation Software, that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. Indicate the source of the elevation data and the date obtained in the Comments area of Section G. If you are both a community official and a licensed land surveyor, engineer, or architect authorized by law to certify elevation information, and you performed the actual survey for a building in Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/A1–A30, AR/AE, AR/AH, or AR/AO, you must also complete Section D.

Check **Item G2** if information is entered in Section E by the community for a building in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

Check **Item G3** if the information in Items G4–G10 has been completed for community floodplain management purposes to document the as-built lowest floor elevation of the building. Section C of the Elevation Certificate records the elevation of various building components but does not determine the lowest floor of the building or whether the building, as constructed, complies with the community's floodplain management ordinance. This must be done by the community. Items G4–G10 provide a way to document these determinations.

**Item G4.** Permit Number. Enter the permit number or other identifier to key the Elevation Certificate to the permit issued for the building.

**Item G5.** Date Permit Issued. Enter the date the permit was issued for the building.

**Item G6.** Date Certificate of Compliance/Occupancy Issued. Enter the date that the Certificate of Compliance or Occupancy or similar written official documentation of as-built lowest floor elevation was issued by the community as evidence that all work authorized by the floodplain development permit has been completed in accordance with the community's floodplain management laws or ordinances.

**Item G7.** New Construction or Substantial Improvement. Check the applicable box. "Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building before the start of construction of the improvement. The term includes buildings that have incurred substantial damage, regardless of the actual repair work performed.

**Item G8.** As-built lowest floor elevation. Enter the elevation of the lowest floor (including basement) when the construction of the building is completed and a final inspection has been made to confirm that the building is built in accordance with the permit, the approved plans, and the community's floodplain management laws or ordinances. Indicate the elevation datum used.

**Item G9.** BFE. Using the appropriate FIRM panel, FIS Profile, or other data source, locate the property and enter the BFE (or base flood depth) of the building site. Indicate the elevation datum used.

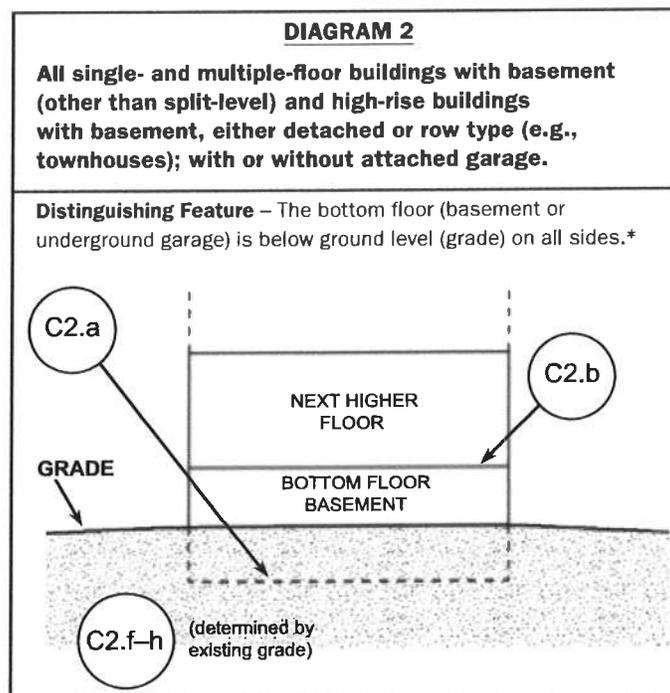
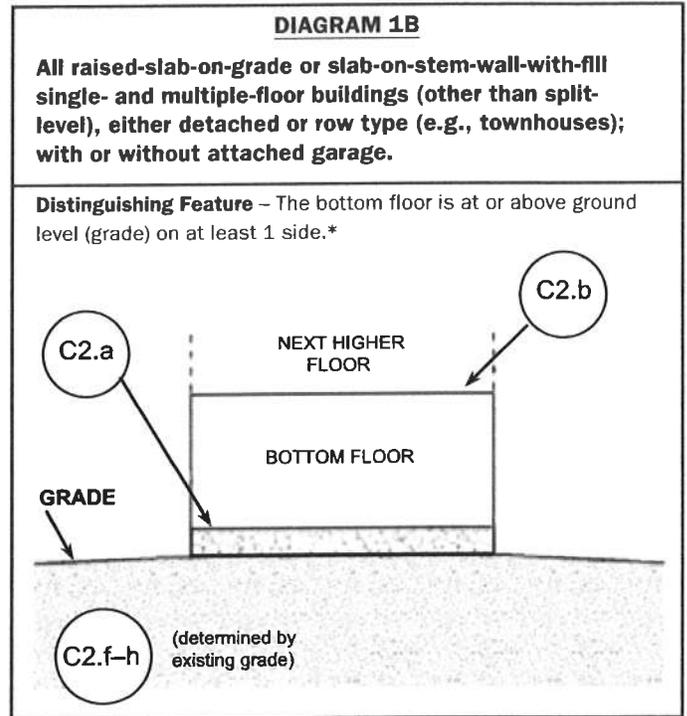
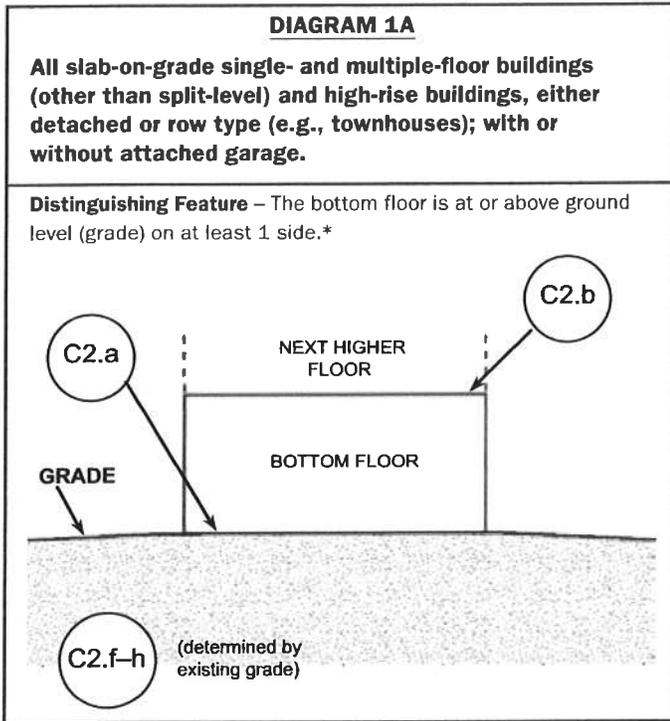
**Item G10.** Community's design flood elevation. Enter the elevation (including freeboard above the BFE) to which the community requires the lowest floor to be elevated. Indicate the elevation datum used.

Enter your name, title, and telephone number, and the name of the community. Sign and enter the date in the appropriate blanks.

## Building Diagrams

The following diagrams illustrate various types of buildings. Compare the features of the building being certified with the features shown in the diagrams and select the diagram most applicable. Enter the diagram number in Item A7, the square footage of crawlspace or enclosure(s) and the area of flood openings in square inches in Items A8.a–c, the square footage of attached garage and the area of flood openings in square inches in Items A9.a–c, and the elevations in Items C2.a–h.

In A zones, the floor elevation is taken at the top finished surface of the floor indicated; in V zones, the floor elevation is taken at the bottom of the lowest horizontal structural member (see drawing in instructions for Section C).

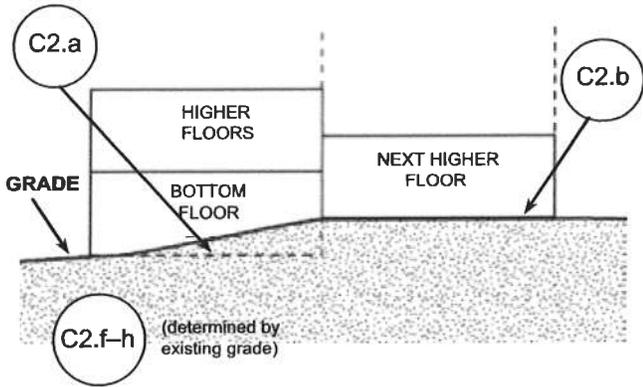


\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

**DIAGRAM 3**

All split-level buildings that are slab-on-grade, either detached or row type (e.g., townhouses); with or without attached garage.

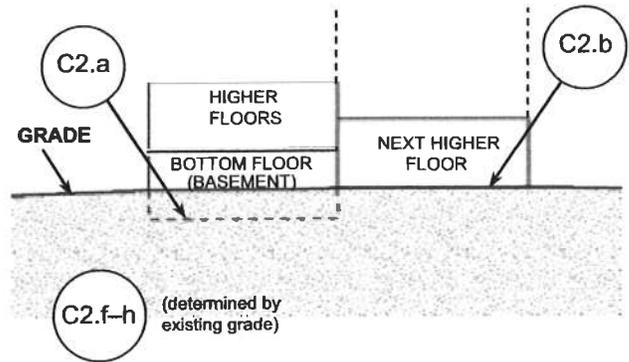
**Distinguishing Feature** – The bottom floor (excluding garage) is at or above ground level (grade) on at least 1 side.\*



**DIAGRAM 4**

All split-level buildings (other than slab-on-grade), either detached or row type (e.g., townhouses); with or without attached garage.

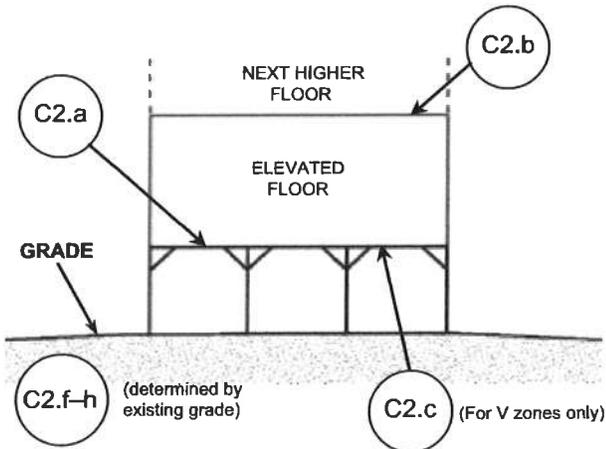
**Distinguishing Feature** – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.\*



**DIAGRAM 5**

All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.

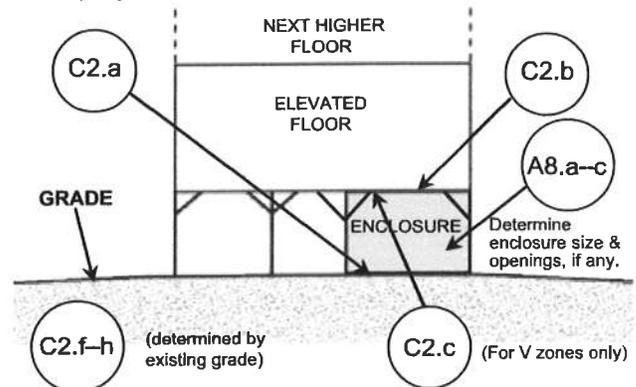
**Distinguishing Feature** – For all zones, the area below the elevated floor is open, with no obstruction to flow of floodwaters (open lattice work and/or insect screening is permissible).



**DIAGRAM 6**

All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.

**Distinguishing Feature** – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings\*\* present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



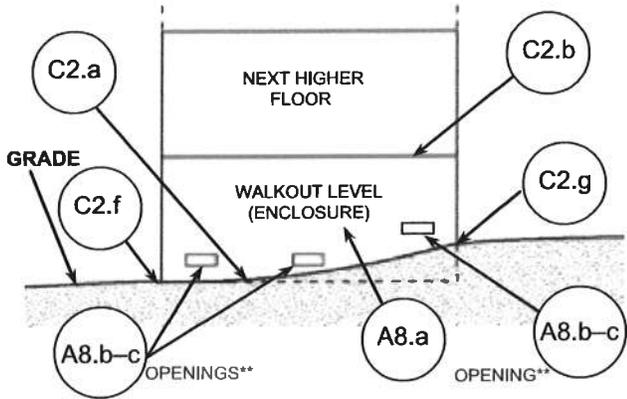
\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

\*\* An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

**DIAGRAM 7**

All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least 1 side is at or above grade. The principal use of this building is located in the elevated floors of the building.

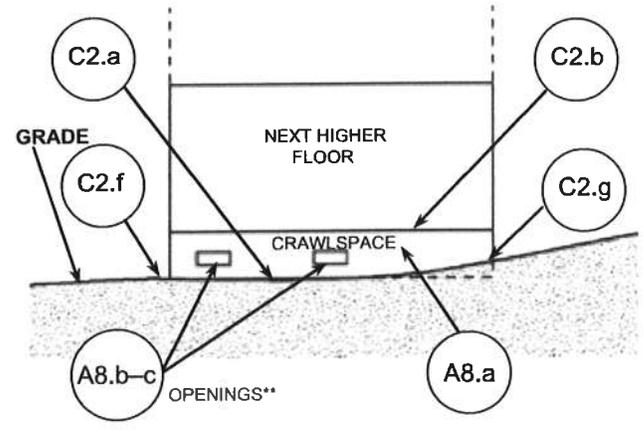
**Distinguishing Feature** – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings\*\* present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



**DIAGRAM 8**

All buildings elevated on a crawlspace with the floor of the crawlspace at or above grade on at least 1 side, with or without an attached garage.

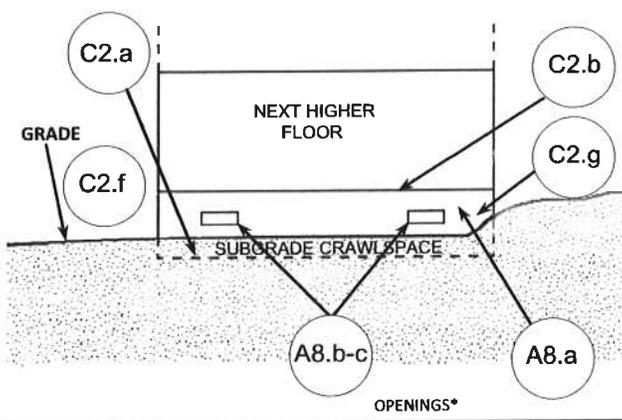
**Distinguishing Feature** – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawlspace is with or without openings\*\* present in the walls of the crawlspace. Indicate information about crawlspace size and openings in Section A – Property Information.



**DIAGRAM 9**

All buildings (other than split-level) elevated on a sub-grade crawlspace, with or without attached garage.

**Distinguishing Feature** – The bottom (crawlspace) floor is below ground level (grade) on all sides.\* (If the distance from the crawlspace floor to the top of the next higher floor is more than 5 feet, or the crawlspace floor is more than 2 feet below the grade [LAG] on all sides, use Diagram 2.)



\* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

\*\* An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

8/14/2013

TO WHOM IT MAY CONCERN:

THE ROBONS I SELECTED TEAM AS MY PREFERRED  
ELEVATION CONTRACTOR ARE

1. THE PRESENTATION OF THE BID WAS  
PROFESSIONAL AND MORE THOROUGH THAN OTHERS  
PRESENTED
2. THE COMMUNICATION FROM THE COMPANY AND  
SPECIFICALLY THE OWNER WAS GREATER  
THAN THE OTHERS MAKING ME FEEL MORE  
COMFORTABLE WITH THEM PERFORMING THE WORK.
3. THE BID THOUGH NOT THE LOWEST WAS  
NEAR THE LOWEST PRESENTED

Joan Meyer

AGENDA ITEM #28.g.

**GALVESTON COUNTY, TEXAS  
AUDITOR'S OFFICE  
BUDGET JOURNAL VOUCHER**

ACCTG. DATE: OCTOBER 1, 2012

BJE # \_\_\_\_\_

BUDGET BATCH ID # \_\_\_\_\_

| DESCRIPTION                                                                                   | Account Number |                |                  | DEBIT               | CREDIT              | TO (+)<br>FM (-) |
|-----------------------------------------------------------------------------------------------|----------------|----------------|------------------|---------------------|---------------------|------------------|
|                                                                                               | ORG KEY        |                |                  |                     |                     |                  |
|                                                                                               | FUND<br>NUMBER | COST<br>CENTER | OBJECT<br>NUMBER |                     |                     |                  |
| <b>GENERAL FUND</b>                                                                           |                |                |                  |                     |                     |                  |
| <b>GC Criminal District Atty's Office</b>                                                     | <b>2865</b>    | <b>127110</b>  |                  |                     |                     |                  |
| <b>2013-GCoCDA-G-IYG-0109</b>                                                                 |                |                |                  |                     |                     |                  |
| <b>Revenue:</b>                                                                               |                |                |                  |                     |                     |                  |
| Contributions from Federal TxDot                                                              | 2865           | 127110         | 4302007          | \$ 8,693.60         |                     | +                |
| Grant Match                                                                                   | 2865           | 127110         | 4910100          | 2,973.21            |                     | +                |
| <b>Expenditures:</b>                                                                          |                |                |                  |                     |                     |                  |
| Salaries - Hourly                                                                             | 2865           | 127110         | 5100000          |                     | 4,852.82            | +                |
| Supplies                                                                                      | 2865           | 127110         | 5310000          |                     | 1,633.99            | +                |
| Contract Service                                                                              | 2865           | 127110         | 5481000          |                     | 5,180.00            | +                |
|                                                                                               |                |                |                  | <b>\$ 11,666.81</b> | <b>\$ 11,666.81</b> |                  |
| <i>Set up budget for DWI No Refusal - Blood Draw Gant for Holiday and Festival Weekends .</i> |                |                |                  |                     |                     |                  |

Budget Entry Approval \_\_\_\_\_

ACCTG DATE: 10/01/12

Date Approved \_\_\_\_\_

Date Posted : 8/5/2013

Journal Entry Approval \_\_\_\_\_

Prepared By : Jocelyn "Jojo" Paz

Date Approved \_\_\_\_\_

Date Prepared 08/05/13

**AGENDA ITEM #28.h.**



**DHS-13-MT-029-000-99**  
**FY2013 Flood Mitigation Assistance Program (FMA)**  
**Department of Homeland Security - FEMA — Department of Homeland**

**Security**

- [SYNOPSIS DETAILS](#)
- [VERSION HISTORY](#)
- [FULL ANNOUNCEMENT](#)
- [APPLICATION PACKAGE](#)

The synopsis for this grant opportunity is detailed below, following this paragraph. This synopsis contains all of the updates to this document that have been posted as of **7/17/2013**. If updates have been made to the opportunity synopsis, update information is provided below the synopsis.

If you would like to receive notifications of changes to the grant opportunity click [send me change notification emails](#). The only thing you need to provide for this service is your email address. No other information is requested.

*Any inconsistency between the original printed document and the disk or electronic document shall be resolved by giving precedence to the printed document.*

General Information

|                                       |                                                                                                                                                                                        |                                         |               |
|---------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|---------------|
| Document Type:                        | Grants Notice                                                                                                                                                                          | Posted Date:                            | Jul 17, 2013  |
| Funding Opportunity Number:           | DHS-13-MT-029-000-99                                                                                                                                                                   | Creation Date:                          | Jul 18, 2013  |
| Funding Opportunity Title:            | FY2013 Flood Mitigation Assistance Program (FMA)                                                                                                                                       | Original Closing Date for Applications: | Sep 3, 2013   |
|                                       |                                                                                                                                                                                        | Current Closing Date for Applications:  | Oct 18, 2013  |
| Opportunity Category:                 | Discretionary                                                                                                                                                                          | Archive Date:                           | Nov 17, 2013  |
| Funding Instrument Type:              | Grant                                                                                                                                                                                  | Estimated Total Program Funding:        | \$120,000,000 |
| Category of Funding Activity:         | Other (see text field entitled "Explanation of Other Category of Funding Activity" for clarification)                                                                                  | Award Ceiling:                          | \$0           |
|                                       |                                                                                                                                                                                        | Award Floor:                            | \$0           |
| Category Explanation:                 | The Flood Mitigation Assistance (FMA) program is authorized by the National Flood Insurance Reform Act (NFIRA) of 1994 with the goal of reducing or eliminating claims under the NFIP. |                                         |               |
| Expected Number of Awards:            |                                                                                                                                                                                        |                                         |               |
| CFDA Number(s):                       | 97.029 -- Flood Mitigation Assistance                                                                                                                                                  |                                         |               |
| Cost Sharing or Matching Requirement: | Yes                                                                                                                                                                                    |                                         |               |

Eligibility

Eligible Applicants: County governments

AGENDA ITEM #28.j.1.

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

|                 |                        |                             |
|-----------------|------------------------|-----------------------------|
| Department:     | Tax Assessor Collector | Amendment No. 13-070-0820-A |
| Date Submitted: | August 13, 2013        | (Assigned by Budget Office) |

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

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION:**

Position request to exempt the promotion of a County employee from the limitation of Human Resource policy HR009 (H)(1). This budget amendment does not increase the budget for FY 2013.

| Transfer FROM                                 | Account Description                   | Amount     | Auditor Use Only<br>Acct Balance<br>Sufficient?<br>(Y/N) |
|-----------------------------------------------|---------------------------------------|------------|----------------------------------------------------------|
| Acct. No: General Fund<br>1101-151500-5100000 | Line Item:<br>Salaries (Salary Lapse) | Annualized |                                                          |
| TOTAL - Transfer Amount                       |                                       | \$ 497     | —                                                        |

| Transfer TO                                   | Account Description                  | Amount     | Auditor Use Only<br>Acct Balance<br>Sufficient?<br>(Y/N) |
|-----------------------------------------------|--------------------------------------|------------|----------------------------------------------------------|
| Acct. No: General Fund<br>1101-151500-5100000 | Line Item:<br>Salaries (Position #3) | Annualized |                                                          |
| TOTAL - Transfer Amount                       |                                      | \$ 497     | —                                                        |

**ADDITIONAL COMMENTS:**

This is a position request from the Tax Assessor Collector to exempt the promotion from the limitation of Human Resource policy HR009 (H) (1) which provides that promoted County employees shall not be paid more than 10% above their salary at the time of application or be hired at the "s" step. The total increase for this employee from grade/step 17C to 22D will be \$14,403 or 31.21%.

| Position<br>Proposed Title:          | Grade | Bi-Weekly Salary | Annualized<br>Salary FY2013 | Salary through<br>the end of<br>FY2013 |
|--------------------------------------|-------|------------------|-----------------------------|----------------------------------------|
| Director of Operations               | 22D   | \$2,320          | \$60,552                    | \$6,960                                |
| Present Title:                       |       |                  |                             |                                        |
| Director of Operations<br>Difference | 22A   | \$2,155          | \$56,228                    | \$6,463                                |
|                                      |       |                  | \$4,324                     | \$497                                  |

Departmental Authorization: Cheryl E. Johnson 8/14/13  
Date

Budget Office Authorization: [Signature] 8/15/2013  
Date

Human Resources Department \_\_\_\_\_  
Date

**AUDITOR'S REVIEW**

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

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_

Auditor's Remarks:

**COMMISSIONERS COURT APPROVAL**

Date Submitted: \_\_\_\_\_ Date Approved: \_\_\_\_\_



**Cheryl E. Johnson, 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



July 24, 2013

Judge Mark Henry  
722 Moody  
Galveston, Texas 77550

Re: HR Policy HR009 (H)(1) and  
Salary request for promotion

Dear Judge Henry,

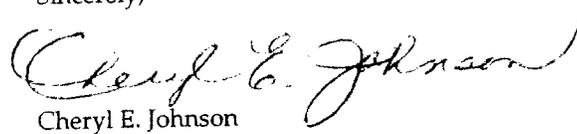
I am requesting an exemption from the limitation of Human Resources policy HR009 (H)(1) which provides that promoted County employees shall not be paid more than 10% above their salary at the time of application or be hired at the "a" step. Conversely, this policy also provides me the latitude to hire from outside the County at the "e" step. This suggests that the County does not value current employees.

Ms. Kimberly Hall has been with the Tax Office in excess of 10 years. Her vast experience and knowledge of the Operations area are necessary in order for this position to be properly staffed. It is therefore, in the best interest of this office and Galveston County that she receive the salary defined by pay grade 22D.

The position of Chief Deputy of Operations requires the supervision and scheduling of 29 employees, supervision of the collection of all funds received, auditing the processes in the department, experience and comprehensive knowledge of the ACT Tax System, RTS vehicle titling system, Internal Lockbox software and system and the TABC licensing system. Ms. Hall possesses the experience and knowledge to perform these functions.

The Tax Office has sufficient funding in the salary category to fund this request.

Sincerely,

  
Cheryl E. Johnson

AGENDA ITEM #28.j.2.

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

|                 |                      |                             |
|-----------------|----------------------|-----------------------------|
| Department:     | Emergency Management | Amendment No. 13-071-0820-B |
| Date Submitted: | August 13, 2013      | (Assigned by Budget Office) |

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

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION:**  
Request for an intra-departmental budget transfer from Emergency Management - Contract Services to Travel and Education to fund expenditures through the end of FY2013.

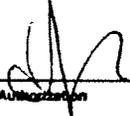
This budget amendment does not increase the budget for FY 2013.

| Transfer FROM                                 | Account Description             | Amount          | Auditor Use Only<br>Acct Balance<br>Sufficient?<br>(Y/N) |
|-----------------------------------------------|---------------------------------|-----------------|----------------------------------------------------------|
| Acct. No: General Fund<br>1101-291010-5481000 | Line Item:<br>Contract Services | 4,200           | ---                                                      |
| <b>TOTAL - Transfer Amount</b>                |                                 | <b>\$ 4,200</b> |                                                          |

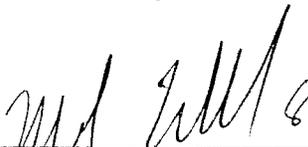
| Transfer TO                                   | Account Description                | Amount          | Auditor Use Only<br>Acct Balance<br>Sufficient?<br>(Y/N) |
|-----------------------------------------------|------------------------------------|-----------------|----------------------------------------------------------|
| Acct. No: General Fund<br>1101-291010-5496100 | Line Item:<br>Travel and Education | 4,200           | ---                                                      |
| <b>TOTAL - Transfer Amount</b>                |                                    | <b>\$ 4,200</b> |                                                          |

**ADDITIONAL COMMENTS:**  
This is an intra-departmental request to transfer budget from Emergency Management - Contract Services to Travel and Education to fund expenditures through the end of fiscal year 2013. In FY2012, the total for travel and education expenditures was \$5,880.

| Description                           | Emergency Management - Contract Services | Emergency Management - Travel and Education |
|---------------------------------------|------------------------------------------|---------------------------------------------|
| Beginning Balance, 08/13/2013         | \$37,300                                 | \$6,000                                     |
| Budget Amendment - BA 13-071-0820-B   | -4,200                                   | 4,200                                       |
| Expenditures and Encumbrances to date | 30,241                                   | 8,370                                       |
| Balance upon approval                 | <u>\$2,859</u>                           | <u>\$1,830</u>                              |

Departmental Authorization:  Date: 8/14/2013

Human Resources Department: N/A Date: \_\_\_\_\_

Budget Office Authorization:  Date: 8/15/2013

**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: \_\_\_\_\_

**\*\*Galv Cnty Production\*\***  
**Budget to Actual Figures**

Run: 08/13/2013

Ledger: GL  
 Fiscal Year: 2013    8    August

Budget: OB

Key                      Title                                              Director  
 1101291010          Emergency Management                      County Judge

| Object  | Description                          | Budget              | Actual              | Encumbrance        | Balance           |
|---------|--------------------------------------|---------------------|---------------------|--------------------|-------------------|
| 5100000 | Salaries                             | 232,500.00          | 194,084.24          | 0.00               | 38,415.76         |
| 5130000 | Overtime                             | 0.00                | 657.51              | 0.00               | (657.51)          |
| 5151000 | Group Health Insurance               | 23,700.00           | 20,751.49           | 0.00               | 2,948.51          |
| 5152102 | Medicare FICA Payments               | 3,700.00            | 2,835.31            | 0.00               | 864.69            |
| 5153000 | Pension                              | 24,100.00           | 19,993.08           | 0.00               | 4,106.92          |
| 5154000 | Alternate Plan                       | 20,500.00           | 17,011.28           | 0.00               | 3,488.72          |
| 5154112 | Alternate Plan-OBRA 90               | 0.00                | 9.00                | 0.00               | (9.00)            |
| 5310000 | Supplies and Materials               | 13,000.00           | 9,282.41            | 359.42             | 3,358.17          |
| 5317101 | Subscriptions & Publications         | 3,400.00            | 3,384.00            | 0.00               | 16.00             |
| 5423000 | Maint/Repairs Equipment              | 3,000.00            | 1,320.98            | 0.00               | 1,679.02          |
| 5452500 | Contract Srv-Vol Fire Dept           | 360,000.00          | 0.00                | 0.00               | 360,000.00        |
| 5481000 | Contract Service                     | 37,300.00           | 30,241.00           | 0.00               | 7,059.00          |
| 5492111 | Telephone Cellular                   | 3,200.00            | 4,135.32            | 864.68             | (1,800.00)        |
| 5494100 | Printing                             | 4,000.00            | 3,625.54            | 0.00               | 374.46            |
| 5496100 | Travel and Education                 | 6,000.00            | 8,369.95            | 0.00               | (2,369.95)        |
| 5496301 | Auto Mileage                         | 1,000.00            | 989.06              | 0.00               | 10.94             |
| 5498000 | Membership And Dues                  | 1,000.00            | 909.75              | 0.00               | 90.25             |
| 5742000 | Capital Outlay-Vehicles              | 31,700.00           | 0.00                | 29,774.00          | 1,926.00          |
|         | <b>Total Revenue</b>                 | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>        | <b>0.00</b>       |
|         | <b>Total Expense</b>                 | <b>768,100.00</b>   | <b>317,599.92</b>   | <b>30,998.10</b>   | <b>419,501.98</b> |
|         | <b>Net Total (Revenue - Expense)</b> | <b>(768,100.00)</b> | <b>(317,599.92)</b> | <b>(30,998.10)</b> | <b>419,501.98</b> |

AGENDA ITEM #28.j.3.

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

Department: Justice Court Precinct #8-1 Amendment No. 13-072-0820-C  
 Date Submitted: August 13, 2013 (Assigned by Budget Office)

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

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION:**  
 Request to transfer budget from Travel and Education to Supplies and Materials to fund expenditures through the end of FY2013.  
**This budget amendment does not increase the budget for FY 2013.**

| Transfer FROM                                 | Account Description                | Amount<br>Annualized | Auditor Use Only<br>Acct Balance<br>Sufficient?<br>(Y/N) |
|-----------------------------------------------|------------------------------------|----------------------|----------------------------------------------------------|
| Acct. No: General Fund<br>1101-123600-5496100 | Line Item:<br>Travel and Education | 300                  | ---                                                      |
| <b>TOTAL - Transfer Amount</b>                |                                    | <b>\$ 300</b>        |                                                          |

| Transfer TO                                   | Account Description                  | Amount<br>Annualized | Auditor Use Only<br>Acct Balance<br>Sufficient?<br>(Y/N) |
|-----------------------------------------------|--------------------------------------|----------------------|----------------------------------------------------------|
| Acct. No: General Fund<br>1101-123600-5310000 | Line Item:<br>Supplies and Materials | 300                  | ---                                                      |
| <b>TOTAL - Transfer Amount</b>                |                                      | <b>\$ 300</b>        |                                                          |

**ADDITIONAL COMMENTS:**  
 This is a budget request to transfer budget from Travel and Education to Supplies and Materials to fund expenditures through the end of fiscal year 2013. In FY2012, the total for Supplies and Materials expenditures was \$4,231.

| Description                           | JP Court #8-1 -<br>Travel and<br>Education | JP Court #8-1 -<br>Supplies and<br>Materials |
|---------------------------------------|--------------------------------------------|----------------------------------------------|
| Beginning Balance, 08/13/2013         | \$2,000                                    | \$4,200                                      |
| Budget Amendment - BA 13-072-0820-C   | -300                                       | 300                                          |
| Expenditures and Encumbrances to date | 1,626                                      | 4,148                                        |
| <b>Balance upon approval</b>          | <b>\$74</b>                                | <b>\$352</b>                                 |

Departmental Authorization \_\_\_\_\_ Date \_\_\_\_\_

N/A

Human Resources Department \_\_\_\_\_ Date \_\_\_\_\_

 8/13/2013  
 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: \_\_\_\_\_

**\*\*Galv Cnty Production\*\***  
**Budget to Actual Figures**

Run: 08/15/2013

Ledger: GL  
 Fiscal Year: 2013    8    August

Budget: OB

**Key**                      **Title**                                      **Director**  
 1101123600              Justice Court Pct #8-1(prv #6)              Justice Administration Dir

| <b>Object</b> | <b>Description</b>                   | <b>Budget</b>       | <b>Actual</b>       | <b>Encumbrance</b> | <b>Balance</b>   |
|---------------|--------------------------------------|---------------------|---------------------|--------------------|------------------|
| 5100000       | Salaries                             | 233,500.00          | 194,224.11          | 0.00               | 39,275.89        |
| 5151000       | Group Health Insurance               | 41,500.00           | 36,315.10           | 0.00               | 5,184.90         |
| 5152102       | Medicare FICA Payments               | 3,700.00            | 2,833.27            | 0.00               | 866.73           |
| 5153000       | Pension                              | 24,200.00           | 20,007.71           | 0.00               | 4,192.29         |
| 5154000       | Alternate Plan                       | 20,500.00           | 17,023.45           | 0.00               | 3,476.55         |
| 5310000       | Supplies and Materials               | 4,200.00            | 4,147.85            | 0.00               | 52.15            |
| 5496100       | Travel and Education                 | 2,000.00            | 1,625.75            | 0.00               | 374.25           |
| 5496301       | Auto Mileage                         | 300.00              | 261.03              | 0.00               | 38.97            |
|               | <b>Total Revenue</b>                 | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>        | <b>0.00</b>      |
|               | <b>Total Expense</b>                 | <b>329,900.00</b>   | <b>276,438.27</b>   | <b>0.00</b>        | <b>53,461.73</b> |
|               | <b>Net Total (Revenue - Expense)</b> | <b>(329,900.00)</b> | <b>(276,438.27)</b> | <b>0.00</b>        | <b>53,461.73</b> |

## **Yearnd, Denise**

---

**From:** Gandy, Lois  
**Sent:** Thursday, August 15, 2013 10:23 AM  
**To:** Yearnd, Denise  
**Subject:** Transfer funds from Travel and Education to Supplies

Good Morning Denise,

Will you please, transfer \$300.00 from JP 8-1's Travel and Education budget to JP 8-1 Supplies budget?

Thanks, Lois

***Lois Gandy  
Senior Court Clerk  
JP 8-1, Galveston County  
281-316-8714***

AGENDA ITEM #28.j.4.

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

|                 |                                                                  |                             |
|-----------------|------------------------------------------------------------------|-----------------------------|
| Department:     | Combination Tax/Revenue Certificates of Obligation, Series 2003C | Amendment No.13-073-0820-D  |
| Date Submitted: | August 18, 2013                                                  | (Assigned by Budget Office) |

**COMMISSIONER'S COURT ACTION:**

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

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION:**

Request to budget Capital Outlay projects - Wayne Johnson Community Center carpet replacement, Juvenile Justice Center carpet replacement, and Juvenile Justice Center exterior painting.

**This budget amendment does increase the budget for FY 2013..**

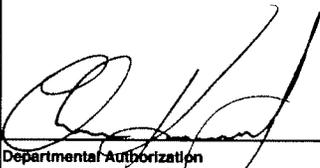
| Transfer FROM                                                                                     | Account Description                           | Amount<br>Annualized | Auditor Use Only<br>Acct Balance<br>Sufficient?<br>(Y/N) |
|---------------------------------------------------------------------------------------------------|-----------------------------------------------|----------------------|----------------------------------------------------------|
| Acct. No: Combination Tax/Revenue Certificates of Obligation, Series 2003C<br>3206-000000-3531001 | Line Item:<br>Designated for Capital Projects | 129,957              | ---                                                      |
| <b>TOTAL - Transfer Amount</b>                                                                    |                                               | <b>\$ 129,957</b>    |                                                          |

| Transfer TO                                                                                                                                     | Account Description                                                            | Amount<br>Annualized       | Auditor Use Only<br>Acct Balance<br>Sufficient?<br>(Y/N) |
|-------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|----------------------------|----------------------------------------------------------|
| Acct. No: Combination Tax/Revenue Certificates of Obligation, Series 2003C<br>3206-170100-5722506<br>3206-170100-5722506<br>3206-170100-5727199 | Line Item:<br>Flooring<br>Flooring<br>Improvements - Juvenile Justice Building | 21,600<br>28,620<br>79,737 | ---                                                      |
| <b>TOTAL - Transfer Amount</b>                                                                                                                  |                                                                                | <b>\$ 129,957</b>          |                                                          |

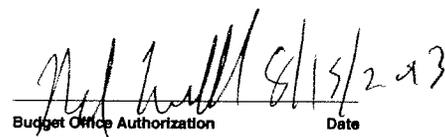
**ADDITIONAL COMMENTS:**

This budget request is to budget Capital Outlay projects which includes Wayne Johnson Community Center carpet replacement, Juvenile Justice Center carpet replacement, and Juvenile Justice Center exterior painting.

|                                                            |                  |
|------------------------------------------------------------|------------------|
| Fund Balance, October 1, 2012                              | \$1,122,952      |
| Allocated appropriations to date                           | -121,535         |
| Wayne Johnson Community Center carpet replacement          | -21,600          |
| Juvenile Justice Center carpet replacement                 | -28,620          |
| Advertising for bids on Juvenile Justice exterior painting | -675             |
| Juvenile Justice Center exterior painting                  | -79,062          |
| <b>Balance upon approval</b>                               | <b>\$871,460</b> |

 8/14/2013  
Departmental Authorization \_\_\_\_\_ Date

N/A \_\_\_\_\_ Date  
Human Resources Department

 8/15/2013  
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 #28.j.5.

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

|                 |                           |                             |
|-----------------|---------------------------|-----------------------------|
| Department:     | Justice Court Precinct #6 | Amendment No. 13-074-0820-E |
| Date Submitted: | August 13, 2013           | (Assigned by Budget Office) |

**COMMISSIONER'S COURT ACTION:**

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

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION:**

Request to transfer budget from Supplies and Materials to Travel and Education to fund expenditures through the end of FY2013.

**This budget amendment does not increase the budget for FY 2013.**

| Transfer FROM                                 | Account Description                  | Amount<br>Annualized | Auditor Use Only<br>Acct Balance<br>Sufficient?<br>(Y/N) |
|-----------------------------------------------|--------------------------------------|----------------------|----------------------------------------------------------|
| Acct. No: General Fund<br>1101-123900-5310000 | Line Item:<br>Supplies and Materials | 300                  | ---                                                      |
| <b>TOTAL - Transfer Amount</b>                |                                      | <b>\$ 300</b>        |                                                          |

| Transfer TO                                   | Account Description                | Amount<br>Annualized | Auditor Use Only<br>Acct Balance<br>Sufficient?<br>(Y/N) |
|-----------------------------------------------|------------------------------------|----------------------|----------------------------------------------------------|
| Acct. No: General Fund<br>1101-123900-5496100 | Line Item:<br>Travel and Education | 300                  | ---                                                      |
| <b>TOTAL - Transfer Amount</b>                |                                    | <b>\$ 300</b>        |                                                          |

**ADDITIONAL COMMENTS:**

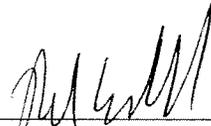
This is a budget request to transfer budget from Supplies and Materials to Travel and Education to fund expenditures through the end of fiscal year 2013. In FY2012, the total for travel and education expenditures was \$757.

| Description                           | JP Court #6 -<br>Supplies and<br>Materials | JP Court #6 -<br>Travel and<br>Education |
|---------------------------------------|--------------------------------------------|------------------------------------------|
| Beginning Balance, 08/13/2013         | \$2,000                                    | \$800                                    |
| Budget Amendment - BA 13-074-0820-E   | -300                                       | 300                                      |
| Expenditures and Encumbrances to date | 530                                        | 793                                      |
| <b>Balance upon approval</b>          | <b>\$1,170</b>                             | <b>\$307</b>                             |

Departmental Authorization \_\_\_\_\_ Date \_\_\_\_\_

N/A

Human Resources Department \_\_\_\_\_ Date \_\_\_\_\_

 8/15/2013  
 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: \_\_\_\_\_

**\*\*Galv Cnty Production\*\***  
**Budget to Actual Figures**

Run: 08/15/2013

Ledger: GL  
 Fiscal Year: 2013    8    August

Budget: OB

**Key**                      **Title**                                      **Director**  
 1101123900              Justice Court Pct #6 (Prev #9)              Justice Administration Dir

| <b>Object</b> | <b>Description</b>                   | <b>Budget</b>       | <b>Actual</b>       | <b>Encumbrance</b> | <b>Balance</b>   |
|---------------|--------------------------------------|---------------------|---------------------|--------------------|------------------|
| 5100000       | Salaries                             | 171,609.00          | 129,406.87          | 0.00               | 42,202.13        |
| 5151000       | Group Health Insurance               | 27,305.00           | 20,523.97           | 0.00               | 6,781.03         |
| 5152102       | Medicare FICA Payments               | 2,744.00            | 1,916.51            | 0.00               | 827.49           |
| 5153000       | Pension                              | 17,768.00           | 13,331.61           | 0.00               | 4,436.39         |
| 5154000       | Alternate Plan                       | 15,154.00           | 11,342.57           | 0.00               | 3,811.43         |
| 5310000       | Supplies and Materials               | 2,000.00            | 529.75              | 0.00               | 1,470.25         |
| 5496100       | Travel and Education                 | 800.00              | 792.40              | 0.00               | 7.60             |
|               | <b>Total Revenue</b>                 | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>        | <b>0.00</b>      |
|               | <b>Total Expense</b>                 | <b>237,380.00</b>   | <b>177,843.68</b>   | <b>0.00</b>        | <b>59,536.32</b> |
|               | <b>Net Total (Revenue - Expense)</b> | <b>(237,380.00)</b> | <b>(177,843.68)</b> | <b>0.00</b>        | <b>59,536.32</b> |

## Yearnd, Denise

---

**From:** Vondra, Pat  
**Sent:** Thursday, August 01, 2013 10:42 AM  
**To:** Yearnd, Denise  
**Subject:** RE: Budget Amendment

Denise,

This is to cover expenses for Sandy Bouse and I to attend the class at League City.

Pat Vondra

Sent from my Samsung Galaxy Tab 10.1

"Yearnd, Denise" <[Denise.Yearnd@co.galveston.tx.us](mailto:Denise.Yearnd@co.galveston.tx.us)> wrote:

What is travel and education expenditure is this for? Is it for? Is this to cover expenditures which you had at the seminar in League City?

Denise Y. Yearnd

Senior Financial Analyst

Galveston County Budget Office

From: Vondra, Pat  
Sent: Thursday, July 25, 2013 8:51 AM  
To: Yearnd, Denise  
Subject: Budget Amendment

Please transfer \$300.00 from 5310000 – Supplies and Materials to 5496100 – Travel and Education. This transfer is necessary to cover travel & education for the remainder of fiscal year 2013.

Thank you,

AGENDA ITEM #28.j.6.

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

|                 |                        |                             |
|-----------------|------------------------|-----------------------------|
| Department:     | Information Technology | Amendment No. 13-075-0820-F |
| Date Submitted: | August 15, 2013        | (Assigned by Budget Office) |

**COMMISSIONER'S COURT ACTION:**

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

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION:**

Request to budget for the Remote Magstration Project (Criminal Justice Teleconferencing Project)..

**This budget amendment does not increase the budget for FY 2013.**

| Transfer FROM                                 | Account Description | Amount<br>Annualized | Auditor Use Only<br>Acct Balance<br>Sufficient?<br>(Y/N) |
|-----------------------------------------------|---------------------|----------------------|----------------------------------------------------------|
| Acct. No: General Fund<br>1101-920180-5930000 | Budgeted Reserves   | 83,000               |                                                          |
| <b>TOTAL - Transfer Amount</b>                |                     | <b>\$ 83,000</b>     |                                                          |

| Transfer TO                                   | Account Description                      | Amount<br>Annualized | Auditor Use Only<br>Acct Balance<br>Sufficient?<br>(Y/N) |
|-----------------------------------------------|------------------------------------------|----------------------|----------------------------------------------------------|
| Acct. No: General Fund<br>1101-159100-5754302 | Line Item:<br>Remote Magstration Project | 83,000               | —                                                        |
| <b>TOTAL - Transfer Amount</b>                |                                          | <b>\$ 83,000</b>     |                                                          |

**ADDITIONAL COMMENTS:**

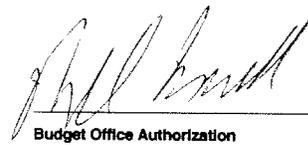
This is a request to budget for the Remote Magstration Project (Criminal Justice Teleconferencing project). The total cost of the project is \$110,168. There is \$27,500 budgeted in the Sale of the Justice Center Land which will be used for the remaining balance.

| Description                         | General Fund -<br>Budgeted<br>Reserves | Remote<br>Magstration<br>Project |
|-------------------------------------|----------------------------------------|----------------------------------|
| Beginning Balance, 08/13/2013       | \$13,468,611                           | \$0                              |
| Budget Amendment - BA 13-075-0820-F | -83,000                                | 83,000                           |
| <b>Balance upon approval</b>        | <b>\$13,385,611</b>                    | <b>\$83,000</b>                  |

Departmental Authorization \_\_\_\_\_ Date \_\_\_\_\_

N/A

Human Resources Department \_\_\_\_\_ Date \_\_\_\_\_

 8/16/2013  
 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 #28.j.7.

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

Department: **Road and Bridge** Amendment No. **13-076-0820-G**  
 Date Submitted: **August 15, 2013** (Assigned by Budget Office)

**COMMISSIONER'S COURT ACTION:**

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

**THIS PORTION MUST BE FILLED OUT**

**GENERAL EXPLANATION:**

Request to transfer budget from Various Capital Outlay accounts and Road and Bridge Fund - Budgeted Reserves to Auto Fuel Expense to fund expenditures through the end of FY2013.

**This budget amendment does not increase the budget for FY 2013.**

| Transfer FROM                                                                                                              | Account Description                                                                               | Amount<br>Annualized             | Auditor Use Only<br>Acct Balance<br>Sufficient?<br>(Y/N) |
|----------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|----------------------------------|----------------------------------------------------------|
| Acct. No: Road and Bridge Fund<br>2301-312110-5746010<br>2301-312120-5742000<br>2301-312120-5746010<br>2301-921010-5930000 | Line Item:<br>Capitalized FF&E<br>Capital Outlay-Vehicle<br>Capitalized FF&E<br>Budgeted Reserves | 500<br>1,100<br>4,400<br>135,772 |                                                          |
| Acct. No: Flood Control Fund<br>2370-296100-5746010                                                                        | Capitalized FF&E                                                                                  | 4,300                            |                                                          |
| Acct. No: Beach Maintenance Road and Bridge Fund<br>2602-544042-5742000<br>2602-544042-5746010                             | Capital Outlay-Vehicle<br>Capitalized FF&E                                                        | 1,100<br>9,500                   |                                                          |
| <b>TOTAL - Transfer Amount</b>                                                                                             |                                                                                                   | <b>\$ 156,672</b>                |                                                          |

| Transfer TO                                           | Account Description             | Amount<br>Annualized | Auditor Use Only<br>Acct Balance<br>Sufficient?<br>(Y/N) |
|-------------------------------------------------------|---------------------------------|----------------------|----------------------------------------------------------|
| Acct. No: Road and Bridge Fund<br>2301-312120-5322010 | Line Item:<br>Auto Fuel Expense | 156,672              |                                                          |
| <b>TOTAL - Transfer Amount</b>                        |                                 | <b>\$ 156,672</b>    |                                                          |

**ADDITIONAL COMMENTS:**

This is a budget request to transfer budget from Various Capital Outlay accounts and Road and Bridge Fund - Budgeted Reserves to Auto Fuel Expense to fund expenditures through the end of the fiscal year 2013. In FY2012, the total for auto fuel expenses was \$651,523.

| Description                           | Road and Bridge Fund - Budgeted Reserves | Road and Bridge - Auto Fuel Expense |
|---------------------------------------|------------------------------------------|-------------------------------------|
| Beginning Balance, 08/13/2013         | \$1,485,000                              | \$520,000                           |
| Budget Amendment - BA 13-076-0820-G   | -135,772                                 | 156,672                             |
| Amended Budget if approved            | <u>\$1,349,228</u>                       | <u>\$676,672</u>                    |
| Expenditures and Encumbrances to date | 0                                        | 626,672                             |
| Balance upon approval                 | <u>\$1,349,228</u>                       | <u>\$50,000</u>                     |

Departmental Authorization \_\_\_\_\_ Date \_\_\_\_\_  
 N/A  
 Human Resources Department \_\_\_\_\_ Date \_\_\_\_\_

 8/13/2013  
 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: \_\_\_\_\_

## Yearnd, Denise

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**From:** Trammell, Mel  
**Sent:** Thursday, August 15, 2013 3:26 PM  
**To:** Yearnd, Denise  
**Subject:** FW: Funds for Auto Fuel Overage

Denise, please prepare a budget amendment from the 2301 57@ categories identified below and the remainder from 2301 fund balance.

Respectfully,

Mel Trammell  
County Budget Officer  
Director of Professional Services  
Galveston County, Texas  
722 21st Street, 3rd Floor  
Galveston, TX 77550  
Ph: 409-770-5398 FAX: 409-765-3242  
Cell: 936-777-2303  
Email: [Mel.Trammell@co.galveston.tx.us](mailto:Mel.Trammell@co.galveston.tx.us)

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**From:** Harding.Layne  
**Sent:** Thursday, August 15, 2013 2:05 PM  
**To:** Trammell, Mel  
**Subject:** FW: Funds for Auto Fuel Overage

Mel,

These are the only accounts we could come up with that could be used to help our fuel deficit. I don't think all of the reimbursement from other depts. is up to date either. We have to be careful letting that fuel account pull from the other 5300000 accounts due to fact that the other accounts are road materials that keep our crews re-constructing roads. In particular Road oils & emulsions, materials flexible base, and materials asphalt surface. Those accounts appear to have large amounts in them but they will be utilized between now and the end of the budget year. The flexible base will soon run out and will begin pulling from the others as well.

I am almost positive that all depts. that get fuel are not reimbursing the account and myself and previous mgmt were aware of this and I always told them this was not a issue with me as long as when the account runs out as it does every year that funds are available for transfer.

Any help you can give us would be appreciated.

Thanks,

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

**From:** Sowa, Debbie  
**Sent:** Thursday, August 15, 2013 1:50 PM  
**To:** Harding.Layne  
**Subject:** Funds for Auto Fuel Overage

The current overage in the Auto Fuel Expense 2301-312120-5322010 is \$ 106,671-.

|        |         |                    |        |
|--------|---------|--------------------|--------|
| 2301   |         |                    |        |
| 312110 | 5410000 | Prof Services      | 5,000  |
|        | 5424000 | M&R buildings      | 4,000  |
|        | 5481000 | Contract service   | 3,100  |
|        | 5746010 | capital- FF&E      | 500    |
| 2301   |         |                    |        |
| 312120 | 5742000 | capital - vehicles | 1,100  |
|        | 5746010 | capital- FF&E      | 4,400  |
| 2370   |         |                    |        |
| 296100 | 5746010 | capital - FF&E     | 4,300  |
| 2602   |         |                    |        |
| 544042 | 5742000 | capital - vehicles | 1,100  |
|        | 5746010 | capital- FF&E      | 9,500  |
|        |         | Total              | 33,000 |

**\*\*Galv Cnty Production\*\***  
**Budget to Actual Figures**

Run: 08/15/2013

Ledger: GL  
 Fiscal Year: 2013    8    August

Budget: OB

**Key                      Title                                              Director**  
**2301312110          Administration                                      Road and Bridge Administrator**

| <b>Object</b> | <b>Description</b>                   | <b>Budget</b>       | <b>Actual</b>       | <b>Encumbrance</b> | <b>Balance</b>   |
|---------------|--------------------------------------|---------------------|---------------------|--------------------|------------------|
| 5100000       | Salaries                             | 244,100.00          | 193,697.34          | 0.00               | 50,402.66        |
| 5151000       | Group Health Insurance               | 23,700.00           | 20,751.51           | 0.00               | 2,948.49         |
| 5152102       | Medicare FICA Payments               | 3,800.00            | 2,839.43            | 0.00               | 960.57           |
| 5153000       | Pension                              | 25,300.00           | 19,954.89           | 0.00               | 5,345.11         |
| 5154000       | Alternate Plan                       | 21,500.00           | 16,977.49           | 0.00               | 4,522.51         |
| 5154112       | Alternate Plan-OBRA 90               | 200.00              | 0.00                | 0.00               | 200.00           |
| 5310000       | Supplies and Materials               | 7,000.00            | 3,674.93            | 532.23             | 2,792.84         |
| 5317000       | Books & Periodicals                  | 200.00              | 168.00              | 0.00               | 32.00            |
| 5410000       | Professional Services                | 5,000.00            | 0.00                | 0.00               | 5,000.00         |
| 5424000       | Maint & Repairs Buildings            | 16,000.00           | 5,618.26            | 4,785.72           | 5,596.02         |
| 5481000       | Contract Service                     | 14,100.00           | 6,094.30            | 1,497.11           | 6,508.59         |
| 5492111       | Telephone Cellular                   | 7,200.00            | 5,237.88            | 1,962.12           | 0.00             |
| 5496100       | Travel and Education                 | 5,700.00            | 4,633.77            | 0.00               | 1,066.23         |
| 5498000       | Membership And Dues                  | 200.00              | 100.00              | 0.00               | 100.00           |
| 5746010       | Capitalized Furn,Fix,& Equip         | 6,500.00            | 5,924.93            | 0.00               | 575.07           |
|               | <b>Total Revenue</b>                 | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>        | <b>0.00</b>      |
|               | <b>Total Expense</b>                 | <b>380,500.00</b>   | <b>285,672.73</b>   | <b>8,777.18</b>    | <b>86,050.09</b> |
|               | <b>Net Total (Revenue - Expense)</b> | <b>(380,500.00)</b> | <b>(285,672.73)</b> | <b>(8,777.18)</b>  | <b>86,050.09</b> |

**\*\*Galv Cnty Production\*\***  
**Budget to Actual Figures**

Run: 08/15/2013

Ledger: GL  
 Fiscal Year: 2013    8    August

Budget: OB

**Key                      Title                                              Director**  
**2301312120          FM & Lateral Road                      Road and Bridge Administrator**

| <b>Object</b> | <b>Description</b>                   | <b>Budget</b>         | <b>Actual</b>         | <b>Encumbrance</b>  | <b>Balance</b>      |
|---------------|--------------------------------------|-----------------------|-----------------------|---------------------|---------------------|
| 5100000       | Salaries                             | 1,723,700.00          | 1,323,356.71          | 0.00                | 400,343.29          |
| 5112001       | Terminal Vac and Sick Leave          | 0.00                  | 3,124.86              | 0.00                | (3,124.86)          |
| 5120001       | Temporary Help                       | 28,000.00             | 22,678.34             | 0.00                | 5,321.66            |
| 5130000       | Overtime                             | 15,000.00             | 5,447.69              | 0.00                | 9,552.31            |
| 5151000       | Group Health Insurance               | 301,800.00            | 244,633.29            | 0.00                | 57,166.71           |
| 5152102       | Medicare FICA Payments               | 27,400.00             | 19,810.15             | 0.00                | 7,589.85            |
| 5153000       | Pension                              | 179,500.00            | 137,252.06            | 0.00                | 42,247.94           |
| 5154000       | Alternate Plan                       | 153,600.00            | 116,741.42            | 0.00                | 36,858.58           |
| 5154111       | Alternate Plan-Nonpart Emp           | 2,400.00              | 0.00                  | 0.00                | 2,400.00            |
| 5154112       | Alternate Plan-OBRA 90               | 200.00                | 310.72                | 0.00                | (110.72)            |
| 5190001       | FEMA Salary and Benefits             | 0.00                  | (3,421.68)            | 0.00                | 3,421.68            |
| 5310000       | Supplies and Materials               | 160,000.00            | 85,783.84             | 10,418.00           | 63,798.16           |
| 5310001       | Depart Supplies-Non Cap FFE          | 7,200.00              | 4,245.10              | 0.00                | 2,954.90            |
| 5312101       | Uniform Expense                      | 5,200.00              | 620.40                | 0.00                | 4,579.60            |
| 5315010       | Oils and Lubricants                  | 15,000.00             | 13,696.75             | 0.00                | 1,303.25            |
| 5319222       | Materials Traffic Signs              | 72,000.00             | 27,427.50             | 2,964.00            | 41,608.50           |
| 5322010       | Auto Fuel Expense                    | 520,000.00            | 583,813.39            | 42,857.72           | (106,671.11)        |
| 5353011       | Road Oils & Emulsions                | 650,000.00            | 449,767.88            | 57,993.97           | 142,238.15          |
| 5353014       | Materials Flexible Base              | 600,000.00            | 506,478.83            | 40,149.61           | 53,371.56           |
| 5353015       | Materials Asphalt Surface            | 550,000.00            | 359,065.86            | 80,686.65           | 110,247.49          |
| 5421411       | Garbage/Landfill Services            | 20,000.00             | 19,556.86             | 2,630.19            | (2,187.05)          |
| 5423000       | Maint/Repairs Equipment              | 300,000.00            | 237,754.93            | 34,949.58           | 27,295.49           |
| 5424000       | Maint & Repairs Buildings            | 5,000.00              | 991.24                | 808.76              | 3,200.00            |
| 5426100       | Equipment Rental/Lease               | 40,000.00             | 4,074.22              | 1,777.00            | 34,148.78           |
| 5426106       | Uniform Leasing                      | 14,000.00             | 10,297.77             | 2,702.23            | 1,000.00            |
| 5601060       | Reimb-FEMA-Matls & Othr Exp          | 0.00                  | (634,983.61)          | 0.00                | 634,983.61          |
| 5742000       | Capital Outlay-Vehicles              | 38,000.00             | 36,851.00             | 0.00                | 1,149.00            |
| 5746010       | Capitalized Furn,Fix,& Equip         | 111,000.00            | 106,548.00            | 0.00                | 4,452.00            |
|               | <b>Total Revenue</b>                 | <b>0.00</b>           | <b>0.00</b>           | <b>0.00</b>         | <b>0.00</b>         |
|               | <b>Total Expense</b>                 | <b>5,539,000.00</b>   | <b>3,681,923.52</b>   | <b>277,937.71</b>   | <b>1,579,138.77</b> |
|               | <b>Net Total (Revenue - Expense)</b> | <b>(5,539,000.00)</b> | <b>(3,681,923.52)</b> | <b>(277,937.71)</b> | <b>1,579,138.77</b> |

**\*\*Galv Cnty Production\*\***  
**Budget to Actual Figures**

Run: 08/15/2013

Ledger: GL  
 Fiscal Year: 2013    8    August

Budget: OB

**Key                      Title                                              Director**  
**2370296100          Flood Control                                      Road and Bridge Administrator**

| <b>Object</b> | <b>Description</b>                   | <b>Budget</b>         | <b>Actual</b>         | <b>Encumbrance</b> | <b>Balance</b>    |
|---------------|--------------------------------------|-----------------------|-----------------------|--------------------|-------------------|
| 5100000       | Salaries                             | 475,200.00            | 376,293.97            | 0.00               | 98,906.03         |
| 5130000       | Overtime                             | 9,000.00              | 5,292.34              | 0.00               | 3,707.66          |
| 5151000       | Group Health Insurance               | 82,900.00             | 67,325.73             | 0.00               | 15,574.27         |
| 5152102       | Medicare FICA Payments               | 7,600.00              | 5,588.17              | 0.00               | 2,011.83          |
| 5153000       | Pension                              | 50,000.00             | 39,323.43             | 0.00               | 10,676.57         |
| 5154000       | Alternate Plan                       | 42,500.00             | 33,446.52             | 0.00               | 9,053.48          |
| 5310001       | Depart Supplies-Non Cap FFE          | 800.00                | 0.00                  | 0.00               | 800.00            |
| 5353013       | Materials Culverts/Bridges           | 150,000.00            | 144,611.50            | 4,397.82           | 990.68            |
| 5411300       | Fees for Collecting Taxes            | 0.00                  | 113.16                | 0.00               | (113.16)          |
| 5423000       | Maint/Repairs Equipment              | 25,000.00             | 22,711.69             | 1,768.25           | 520.06            |
| 5481000       | Contract Service                     | 5,000.00              | 0.00                  | 0.00               | 5,000.00          |
| 5498001       | Membership Appraisal District        | 21,400.00             | 13,520.86             | 0.00               | 7,879.14          |
| 5601060       | Reimb-FEMA-Matls & Othr Exp          | 0.00                  | (3,928.99)            | 0.00               | 3,928.99          |
| 5734203       | Texas City Pump Station Imprv        | 0.00                  | 0.00                  | 5,999.99           | (5,999.99)        |
| 5742000       | Capital Outlay-Vehicles              | 178,000.00            | 177,789.00            | 0.00               | 211.00            |
| 5746010       | Capitalized Furn,Fix,& Equip         | 326,540.00            | 316,381.41            | 0.00               | 10,158.59         |
|               | <b>Total Revenue</b>                 | <b>0.00</b>           | <b>0.00</b>           | <b>0.00</b>        | <b>0.00</b>       |
|               | <b>Total Expense</b>                 | <b>1,373,940.00</b>   | <b>1,198,468.79</b>   | <b>12,166.06</b>   | <b>163,305.15</b> |
|               | <b>Net Total (Revenue - Expense)</b> | <b>(1,373,940.00)</b> | <b>(1,198,468.79)</b> | <b>(12,166.06)</b> | <b>163,305.15</b> |

**\*\*Galv Cnty Production\*\***  
**Budget to Actual Figures**

Run: 08/15/2013

Ledger: GL  
 Fiscal Year: 2013    8    August

Budget: OB

**Key**                      **Title**                                      **Director**  
 2370296110              **Building Inspector**                      **Road and Bridge Administrator**

| <u>Object</u> | <u>Description</u>                   | <u>Budget</u>       | <u>Actual</u>       | <u>Encumbrance</u> | <u>Balance</u>   |
|---------------|--------------------------------------|---------------------|---------------------|--------------------|------------------|
| 5100000       | Salaries                             | 95,600.00           | 79,319.75           | 0.00               | 16,280.25        |
| 5130000       | Overtime                             | 0.00                | 136.05              | 0.00               | (136.05)         |
| 5151000       | Group Health Insurance               | 11,900.00           | 10,375.74           | 0.00               | 1,524.26         |
| 5152102       | Medicare FICA Payments               | 1,500.00            | 1,162.90            | 0.00               | 337.10           |
| 5153000       | Pension                              | 9,900.00            | 8,186.29            | 0.00               | 1,713.71         |
| 5154000       | Alternate Plan                       | 8,400.00            | 6,964.40            | 0.00               | 1,435.60         |
| 5310000       | Supplies and Materials               | 1,000.00            | 0.00                | 0.00               | 1,000.00         |
| 5492306       | Cell Phone Allowance                 | 0.00                | 400.00              | 0.00               | (400.00)         |
| 5493101       | Legal Advertising                    | 1,000.00            | 0.00                | 0.00               | 1,000.00         |
| 5496301       | Auto Mileage                         | 9,000.00            | 6,494.32            | 660.49             | 1,845.19         |
|               | <b>Total Revenue</b>                 | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>        | <b>0.00</b>      |
|               | <b>Total Expense</b>                 | <b>138,300.00</b>   | <b>113,039.45</b>   | <b>660.49</b>      | <b>24,600.06</b> |
|               | <b>Net Total (Revenue - Expense)</b> | <b>(138,300.00)</b> | <b>(113,039.45)</b> | <b>(660.49)</b>    | <b>24,600.06</b> |

**\*\*Galv Cnty Production\*\***  
**Budget to Actual Figures**

Run: 08/15/2013

Ledger: GL  
 Fiscal Year: 2013    8    August

Budget: OB

**Key**                      **Title**                                      **Director**  
 2370296121              Seawall Maintenance                      Road and Bridge Administrator

| <u>Object</u> | <u>Description</u>                   | <u>Budget</u>       | <u>Actual</u>       | <u>Encumbrance</u> | <u>Balance</u>    |
|---------------|--------------------------------------|---------------------|---------------------|--------------------|-------------------|
| 5100000       | Salaries                             | 208,600.00          | 165,696.16          | 0.00               | 42,903.84         |
| 5112001       | Terminal Vac and Sick Leave          | 0.00                | 66.77               | 0.00               | (66.77)           |
| 5130000       | Overtime                             | 5,000.00            | 1,008.43            | 0.00               | 3,991.57          |
| 5151000       | Group Health Insurance               | 35,500.00           | 28,851.85           | 0.00               | 6,648.15          |
| 5152102       | Medicare FICA Payments               | 3,400.00            | 2,431.52            | 0.00               | 968.48            |
| 5153000       | Pension                              | 22,100.00           | 17,191.22           | 0.00               | 4,908.78          |
| 5154000       | Alternate Plan                       | 18,800.00           | 14,617.37           | 0.00               | 4,182.63          |
| 5310000       | Supplies and Materials               | 15,000.00           | 11,551.91           | 908.25             | 2,539.84          |
| 5315010       | Oils and Lubricants                  | 15,000.00           | 7,957.10            | 0.00               | 7,042.90          |
| 5322010       | Auto Fuel Expense                    | 35,000.00           | 18,578.47           | 11,421.53          | 5,000.00          |
| 5423000       | Maint/Repairs Equipment              | 20,000.00           | 9,465.19            | 3,871.33           | 6,663.48          |
| 5423401       | Maint/Repairs Pumps & Gates          | 80,000.00           | 55,920.41           | 2,771.27           | 21,308.32         |
| 5425301       | Maint & Repairs Highland Bayou       | 20,000.00           | 15,040.59           | 881.41             | 4,078.00          |
| 5425801       | Galv Seawall Sidewalk Maint          | 5,000.00            | 2,065.60            | 0.00               | 2,934.40          |
| 5426100       | Equipment Rental/Lease               | 5,000.00            | 0.00                | 300.00             | 4,700.00          |
| 5481000       | Contract Service                     | 70,000.00           | 37,536.83           | 26,435.82          | 6,027.35          |
| 5493100       | Advertising                          | 1,000.00            | 480.75              | 0.00               | 519.25            |
| 5600101       | Hurricane Preparedness Expn          | 500.00              | 0.00                | 0.00               | 500.00            |
|               | <b>Total Revenue</b>                 | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>        | <b>0.00</b>       |
|               | <b>Total Expense</b>                 | <b>559,900.00</b>   | <b>388,460.17</b>   | <b>46,589.61</b>   | <b>124,850.22</b> |
|               | <b>Net Total (Revenue - Expense)</b> | <b>(559,900.00)</b> | <b>(388,460.17)</b> | <b>(46,589.61)</b> | <b>124,850.22</b> |

**\*\*Galv Cnty Production\*\***  
**Budget to Actual Figures**

Run: 08/15/2013

Ledger: GL  
 Fiscal Year: 2013    8    August

Budget: OB

**Key                      Title                                              Director**  
**2602544042          Beach Maintenance-Rd & Bridge          Road & Bridge Director-Beach**

| <b>Object</b> | <b>Description</b>                   | <b>Budget</b>       | <b>Actual</b>       | <b>Encumbrance</b> | <b>Balance</b>    |
|---------------|--------------------------------------|---------------------|---------------------|--------------------|-------------------|
| 5100000       | Salaries                             | 80,500.00           | 57,328.46           | 0.00               | 23,171.54         |
| 5112001       | Terminal Vac and Sick Leave          | 0.00                | 1,682.21            | 0.00               | (1,682.21)        |
| 5130000       | Overtime                             | 2,000.00            | 327.37              | 0.00               | 1,672.63          |
| 5151000       | Group Health Insurance               | 17,800.00           | 13,193.19           | 0.00               | 4,606.81          |
| 5152102       | Medicare FICA Payments               | 1,300.00            | 866.17              | 0.00               | 433.83            |
| 5153000       | Pension                              | 8,600.00            | 6,099.32            | 0.00               | 2,500.68          |
| 5154000       | Alternate Plan                       | 7,300.00            | 5,201.34            | 0.00               | 2,098.66          |
| 5154111       | Alternate Plan-Nonpart Emp           | 100.00              | 0.00                | 0.00               | 100.00            |
| 5154112       | Alternate Plan-OBRA 90               | 200.00              | 0.00                | 0.00               | 200.00            |
| 5155000       | Unemployment Benefits                | 0.00                | 264.16              | 0.00               | (264.16)          |
| 5310000       | Supplies and Materials               | 12,000.00           | 9,792.89            | 808.39             | 1,398.72          |
| 5310001       | Depart Supplies-Non Cap FFE          | 6,900.00            | 6,649.60            | 0.00               | 250.40            |
| 5312101       | Uniform Expense                      | 1,600.00            | 1,223.87            | 376.13             | 0.00              |
| 5322010       | Auto Fuel Expense                    | 15,000.00           | 12,734.29           | 2,265.71           | 0.00              |
| 5421400       | Refuse Disposal                      | 70,000.00           | 49,850.00           | 6,255.00           | 13,895.00         |
| 5423000       | Maint/Repairs Equipment              | 40,000.00           | 22,892.51           | 3,739.71           | 13,367.78         |
| 5426100       | Equipment Rental/Lease               | 48,000.00           | 15,408.09           | 5,975.15           | 26,616.76         |
| 5426181       | Rental Porta Cans                    | 20,000.00           | 17,508.74           | 3,191.26           | (700.00)          |
| 5481000       | Contract Service                     | 153,500.00          | 120,696.00          | 10,804.00          | 22,000.00         |
| 5742000       | Capital Outlay-Vehicles              | 38,000.00           | 36,851.00           | 0.00               | 1,149.00          |
| 5746010       | Capitalized Furn,Fix,& Equip         | 80,000.00           | 70,438.00           | 0.00               | 9,562.00          |
|               | <b>Total Revenue</b>                 | <b>0.00</b>         | <b>0.00</b>         | <b>0.00</b>        | <b>0.00</b>       |
|               | <b>Total Expense</b>                 | <b>602,800.00</b>   | <b>449,007.21</b>   | <b>33,415.35</b>   | <b>120,377.44</b> |
|               | <b>Net Total (Revenue - Expense)</b> | <b>(602,800.00)</b> | <b>(449,007.21)</b> | <b>(33,415.35)</b> | <b>120,377.44</b> |

AGENDA ITEM #28.j.8.



Paz, Jocelyn

---

**From:** Maxwell, Gail  
**Sent:** Thursday, August 08, 2013 9:23 AM  
**To:** Paz, Jocelyn  
**Cc:** Yearnd, Denise  
**Subject:** Budget for JJAEP P Grant (2848256157)  
**Attachments:** Scan001.PDF

JoJo:

Good morning. Per our earlier discussion this morning you will find data regarding our JJAEP Grant budget (2848256157). We have received our billings from DISD for educational services and I need to process requisitions for payment. In order to do so I will need for the revenue collected from the Mandatory JJAEP P Grant (2848256157) to be fully budgeted into the Contract Services line-item account (5481000).

See attached document from TJJD which indicates the payments made towards this grant; \$24,593 in upfront (original) funds and an additional \$7,876 for a total of budget of \$32,469. The line-item account only indicates a budget of \$24,593; therefore, the difference of \$7,876 will need to be added to the Contract Services line-item account (5481000) for a total Budget of \$32,469

Please let me know once this has been budgeted (and adjusted) so that I can proceed.

Thanks and have a great day!

Gail Maxwell,  
Financial Analyst  
Galveston County  
Juvenile Justice Department  
(409) 770-5904  
Fax: (409) 765-3187

-----Original Message-----

**From:** [JU01XER@co.galveston.tx.us](mailto:JU01XER@co.galveston.tx.us) [<mailto:JU01XER@co.galveston.tx.us>]  
**Sent:** Thursday, August 08, 2013 10:30 AM  
**To:** Maxwell, Gail  
**Subject:** Scan from a Xerox WorkCentre Pro

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre Pro.

Sent by: Guest [[JU01XER@co.galveston.tx.us](mailto:JU01XER@co.galveston.tx.us)] Number of Images: 4 Attachment File Type: PDF

WorkCentre Pro Location: 1\\Texas City\TX\USA\ Device Name: JU01XER

**\*\*Galv Cnty Production\*\***  
**Budget to Actual Figures**

Run: 08/07/2013

Ledger: GL  
 Fiscal Year: 2013    8    August

Budget: OB

Key                      Title                                              Director  
 2848256157            JJAEP-Program 1                              Juvenile Probation Director

| <u>Object Description</u>            | <u>Budget</u>    | <u>Actual</u>    | <u>Encumbrance</u> | <u>Balance</u>     |
|--------------------------------------|------------------|------------------|--------------------|--------------------|
| 4342010 Contri by St Juv Prob        | 24,593.00        | 32,469.00        | 0.00               | (7,876.00)         |
| 5481000 Contract Service             | 24,593.00        | 0.00             | 0.00               | 24,593.00          |
| <b>Total Revenue</b>                 | <b>24,593.00</b> | <b>32,469.00</b> | <b>0.00</b>        | <b>(7,876.00)</b>  |
| <b>Total Expense</b>                 | <b>24,593.00</b> | <b>0.00</b>      | <b>0.00</b>        | <b>24,593.00</b>   |
| <b>Net Total (Revenue - Expense)</b> | <b>0.00</b>      | <b>32,469.00</b> | <b>0.00</b>        | <b>(32,469.00)</b> |

**\*\*Galv Cnty Production\*\***  
**Budget to Actual Figures**

Run: 08/07/2013

Ledger: GL  
 Fiscal Year: 2013    8    August

Budget: OB

Key                      Title                                              Director  
 2848256157          JJAEP-Program 1                              Juvenile Probation Director

| Object Description      | Budget    | Actual    | Encumbrance | Balance     |
|-------------------------|-----------|-----------|-------------|-------------|
| Grand Total Revenue     | 24,593.00 | 32,469.00 | 0.00        | (7,876.00)  |
| Grand Total Expense     | 24,593.00 | 0.00      | 0.00        | 24,593.00   |
| Grand Totals (Revenue - | 0.00      | 32,469.00 | 0.00        | (32,469.00) |

Search:

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COUNTY: CALVESTON COUNTY JUVENILE PROBATION DEPARTMENT  
 CONTRACT: P-2013-084 - JJAEP Startup Operations  
 CONTRACT PERIOD: 09/01/2012 to 08/31/2013

Last Updated: Aug 7 2013 6:15AM

CURRENT STATUS

| Service Category           | Budget      | Expenditures | Balance     |
|----------------------------|-------------|--------------|-------------|
| Salaries & Fringe Benefits | \$0.00      | \$0.00       | \$0.00      |
| Travel                     | \$0.00      | \$0.00       | \$0.00      |
| Operating Expenses         | \$0.00      | \$0.00       | \$0.00      |
| Non-Residential Services   | \$32,469.00 | \$0.00       | \$32,469.00 |
| Residential Services       | \$0.00      | \$0.00       | \$0.00      |
| Total                      | \$32,469.00 | \$0.00       | \$32,469.00 |

EXPENDITURES

| Period Begin | Period End | Salary & Fringe Benefits | Travel | Operating Expenses | Non-Residential | Residential | Total | Description |
|--------------|------------|--------------------------|--------|--------------------|-----------------|-------------|-------|-------------|
|--------------|------------|--------------------------|--------|--------------------|-----------------|-------------|-------|-------------|

BUDGET ADJUSTMENTS

| Date       | Salary & Fringe Benefits | Travel | Operating Expenses | Non-Residential | Residential | Total      | Comment             |
|------------|--------------------------|--------|--------------------|-----------------|-------------|------------|---------------------|
| 05/20/2013 | \$0.00                   | \$0.00 | \$0.00             | \$766.00        | \$0.00      | \$766.00   | APRIL JJAEP P GRANT |
| 06/17/2013 | \$0.00                   | \$0.00 | \$0.00             | \$6,162.00      | \$0.00      | \$6,162.00 | MAY JJAEP P GRANT   |
| 07/18/2013 | \$0.00                   | \$0.00 | \$0.00             | \$948.00        | \$0.00      | \$948.00   | JUNE JJAEP P GRANT  |
|            | \$0.00                   | \$0.00 | \$0.00             | \$7,876.00      | \$0.00      | \$7,876.00 |                     |

DISBURSEMENTS

Voucher                      Warrant              Warrant

| Date Paid  | Number     | Amount      | Number   | Date       | Comment                |
|------------|------------|-------------|----------|------------|------------------------|
| 10/17/2012 | 2012-00336 | \$24,593.00 | 27883127 | 10/22/2012 | START UP JJAEP P GRANT |
| 05/20/2013 | 2013-03390 | \$766.00    | 1940488  | 05/24/2013 | APRIL JJAEP P GRANT    |
| 06/17/2013 | 2013-03781 | \$6,162.00  | 2509032  | 06/19/2013 | MAY JJAEP P GRANT      |
| 07/18/2013 | 2013-04034 | \$948.00    | 3132584  | 07/22/2013 | JUNE JJAEP P GRANT     |
| Total      |            | \$32,469.00 |          |            |                        |
| Disbursed  |            |             |          |            |                        |

ADDITIONAL INFORMATION

| Final Report Received | Audit Received | Audit Status | Audit Letter Sent |
|-----------------------|----------------|--------------|-------------------|
| NO                    |                |              |                   |



Braker H Complex  
11209 Metric Boulevard  
Austin, TX  
78758

Tel: 512-490-7130  
Email: Webmaster@tjjd.texas.gov

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**AGENDA ITEM #29.a.1.**



## THE COUNTY OF GALVESTON

**RUFUS CROWDER, CPPO CPPB**  
PURCHASING AGENT

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

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

July 31, 2013

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

### **Re: Bid #B131021, Galveston County Justice Center Generators**

Gentlemen,

On June 4, 2013, bids were opened for Bid #B131021, Galveston County Justice Center Generators, at which time three (3) bids were received from the following companies:

- Boyer, Inc. Houston, Texas
- Crescent Engineering Co., Inc., dba Crescent Electric LaMarque, Texas
- C. F. McDonald Electric, Inc. Houston, Texas

It is recommended that you award this bid to the lowest bidder, Crescent Engineering Co., Inc., dba Crescent Electric in the amount of \$1,511,826.00 which includes the base bid and alternate bid items.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus", followed by a long horizontal flourish.

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

Attachments



Main Phone: (409) 770-5365  
Main Fax: (409) 770-5341

## Galveston County Department of Finance & Administration

Mel Trammell  
Director of Finance  
Budget Officer  
Galveston County Courthouse  
722 Moody, Third Floor  
Galveston, Texas 77550  
Phone: (409) 770-5398  
Direct Fax: (409) 765-3242  
[Mel.trammell@co.galveston.tx.us](mailto:Mel.trammell@co.galveston.tx.us)

Cindy Pagan  
Grants Manager  
Phone: (409) 770-5355  
[Cynthia.Pagan@co.galveston.tx.us](mailto:Cynthia.Pagan@co.galveston.tx.us)

Denise Yearnd  
Senior Financial Analyst  
Phone: (409) 770-5367  
[Denise.Yearnd@co.galveston.tx.us](mailto:Denise.Yearnd@co.galveston.tx.us)

Debbie Andree  
Budget/Grant Specialist  
Phone: (409) 765-3275  
[Debbie.Andree@co.galveston.tx.us](mailto:Debbie.Andree@co.galveston.tx.us)

Nicholas Foster  
CDBG Coordinator  
Phone: (409) 770-5358  
[Nicholas.Foster@co.galveston.tx.us](mailto:Nicholas.Foster@co.galveston.tx.us)

August 13, 2013

To Galveston County Purchasing Agent:

Galveston County conducted a bid opening for the CDBG Round 1 Justice Center Generator project on June 4, 2013 at 2:00 pm. As a result of the pricing received and upon recommendation by the contracted project engineer, Galveston County should enter into a contract with Crescent Electric. The Contract should not exceed the total bid price of \$1,511,826. These bids were opened publicly and reviewed by LJA Engineering for cost reasonableness.

I concur with LJA and recommend that Crescent Electric be awarded the contract for this project.

Thank you for your time and participation in this process. If you have any questions or concerns please do not hesitate to contact my office.

Sincerely,

Nicholas Foster  
CDBG Project Coordinator, Galveston County

**LJA Engineering, Inc.**

11821 East Freeway Phone 713.450.1300  
Suite 400 Fax 713.450.1385  
Houston, Texas 77029 [www.ljaengineering.com](http://www.ljaengineering.com)



June 6, 2013

Mr. Rufus Crowder  
Galveston County – Purchasing Department  
722 Moody  
Galveston, Texas 77550

RE: Bid Tabulation and Recommendation for Award for Construction of the  
Bid #B131021 – CDBG Round 1 Galveston County Justice Center Generators  
LJA Job No. 0384-9003H

Dear Mr. Crowder:

Bids for construction of the referenced project were received in the office of the County Purchasing Agent at 2:00 P.M., Tuesday, June 4, 2013, at the Galveston County Court House, 5<sup>th</sup> Floor, and subsequently read in public. Three (3) contracting firms submitted bids for the project.

The bidders from low to high are as follows:

| <u>Contractor</u>       | <u>Location</u> | <u>Total</u> | <u>Base Bid</u> | <u>Total Amount Bid</u> |
|-------------------------|-----------------|--------------|-----------------|-------------------------|
| Crescent Electric       | La Marque, TX   |              | \$1,491,826     | \$1,511,826             |
| McDonald Electric, Inc. | Houston, TX     |              | \$1,582,469     | \$1,606,469             |
| Boyer, Inc.             | Houston, TX     |              | \$1,929,795     | \$1,952,795             |

A copy of the Bid Tabulation is attached.

The bidding documents of the bidders were examined and found to be in order.

LJA Engineering, Inc. recommends awarding a contract to the low bidder, Crescent Electric. The total amount bid by the low bidder was \$1,491,826.

Sincerely,

Gregg B. Haan, PE

Senior Project Engineer

GBH/

Attachment

W:\Land\0384\0384-9003H Galveston Co Jail\RECAWD - Justice Center.doc



County of Galveston  
 Galveston County Justice Center Generators  
 LJA Project No. E384-9003H  
 FRN F-1386

Crescent Electric  
 1319 First St.  
 La Marque, TX 77568  
 PH: 409-935-2416  
 FAX: 409-935-2428

C.F. McDonald Electric, Inc.  
 5044 Timber Creek  
 Houston, TX 77017  
 PH: 713-921-1368  
 FAX: 713-921-5109

Boyer, Inc.  
 8904 Fairbanks N. Houston Rd.  
 Houston, TX 77064  
 PH: 713-466-5395  
 FAX: 713-466-8198

| ITEM NO. | DESCRIPTION                                                                                                                                                           | EST. QTY. | UNITS | UNIT PRICE  | TOTAL PRICE PER ITEM | UNIT PRICE  | TOTAL PRICE PER ITEM | UNIT PRICE  | TOTAL PRICE PER ITEM |
|----------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|-------|-------------|----------------------|-------------|----------------------|-------------|----------------------|
| 11       | Allowance for Relocation of Existing Landscaping Irrigation System as Directed by Owner, Complete in Place.                                                           | 1         | CA    | \$5,000.00  | \$5,000.00           | \$5,000.00  | \$5,000.00           | 5,000.00    | \$5,000.00           |
| 12       | Allowance for Construction Permits Required for Completion of the Project, Complete in Place.                                                                         | 1         | CA    | \$1,500.00  | \$1,500.00           | \$1,500.00  | \$1,500.00           | \$1,500.00  | \$1,500.00           |
| 13       | Allowance for Center Point Energy Terms & condition Fee as Required for Completion of the Project, Complete in Place.                                                 | 1         | CA    | \$50,000.00 | \$50,000.00          | \$50,000.00 | \$50,000.00          | \$50,000.00 | \$50,000.00          |
| 14       | Callibration, Short Circuit, and Relay Coordination Study for New Equipment, as Required by Plans and Specifications, Complete in Place.                              | 1         | LS    | \$8,639.00  | \$8,639.00           | \$3,000.00  | \$3,000.00           | \$14,503.00 | \$14,503.00          |
| 15       | 15 Gallon Crepe Myrtle, Minimum 8.5 Foot Height, 5.5 Foot Spread, 1.25 Inch Caliper, Including 3 Foot Radius, 4 Inch Thick Hardwood Mulch Bedding, Complete in Place. | 10        | EA    | \$317.80    | \$3,178.00           | \$100.00    | \$1,000.00           | \$138.00    | \$1,380.00           |
| 16       | 10 Gallon Oleanders, Minimum 36 Inch Height, 36 Inch Spread Including 3 Foot Radius, 4 Inch Thick Hardwood Mulch Bedding, Complete in Place.                          | 20        | EA    | \$125.75    | \$2,515.00           | \$100.00    | \$2,000.00           | \$120.00    | \$2,400.00           |
| 17       | Justice Center Sound Attenuated Enclosure in Per Specification, Complete in Place.                                                                                    | 1         | LS    | \$0.00      | \$0.00               | \$15,000.00 | \$15,000.00          | \$26,450.00 | \$26,450.00          |
| 18       | Jail Sound Attenuated Enclosure in Per Specification, Complete in Place.                                                                                              | 1         | LS    | \$0.00      | \$0.00               | \$20,000.00 | \$20,000.00          | \$26,450.00 | \$26,450.00          |
| 19       | Allowance for Tracing Out, Verify, and Relocate Existing Electrical Conduit According to Special Instructions Item Number 10, Sheet 7, Complete in Place.             | 1         | CA    | \$20,000.00 | \$20,000.00          | \$20,000.00 | \$20,000.00          | \$20,000.00 | \$20,000.00          |

SUBTOTAL BASE BID ITEMS 1 THROUGH 19

\$1,491,826.00

\$1,582,469.00

\$1,929,795.00

County of Galveston  
 Galveston County Justice Center Generators  
 LJA Project No. E384-9003H  
 FRN F-1386

Crescent Electric  
 1319 First St.  
 La Marque, TX 77568  
 PH: 409-935-2416  
 FAX: 409-935-2428

C.F. McDonald Electric, Inc.  
 5044 Timber Creek  
 Houston, TX 77017  
 PH: 713-921-1368  
 FAX: 713-921-5109

Boyer, Inc.  
 8904 Fairbanks N. Houston Rd.  
 Houston, TX 77064  
 PH: 713-466-5395  
 FAX: 713-466-8198

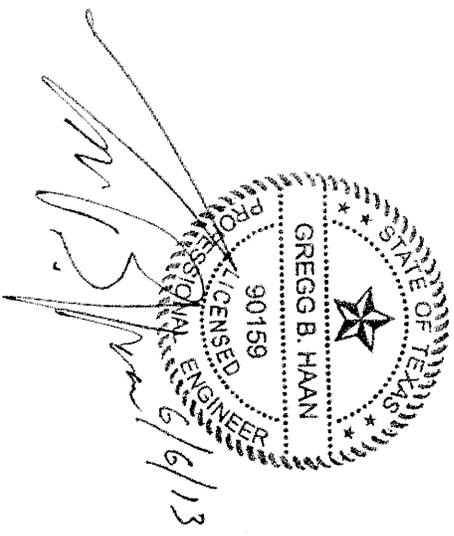
J. Carlisle Smith, VP  
 Wayne Berkenmeier, VP  
 Mark L. Boyer, President

| ITEM NO.                   | DESCRIPTION                                                                                                                         | EST. QTY. | UNITS | UNIT PRICE  | TOTAL PRICE PER ITEM | UNIT PRICE  | TOTAL PRICE PER ITEM | UNIT PRICE  | TOTAL PRICE PER ITEM |
|----------------------------|-------------------------------------------------------------------------------------------------------------------------------------|-----------|-------|-------------|----------------------|-------------|----------------------|-------------|----------------------|
| <b>ALTERNATE BID ITEMS</b> |                                                                                                                                     |           |       |             |                      |             |                      |             |                      |
| 20                         | Justice Center Aluminum Sound Attenuated Enclosure in Lieu of regular Enclosure Per Specification (Bid Item 17), Complete in Place. | 1         | LS    | \$10,000.00 | \$10,000.00          | \$27,000.00 | \$27,000.00          | \$37,950.00 | \$37,950.00          |
| 21                         | Jail aluminum Sound Attenuated Enclosure in Lieu of Regular Enclosure Per Specification (Bid Item 18), Complete in Place.           | 1         | LS    | \$10,000.00 | \$10,000.00          | \$32,000.00 | \$32,000.00          | \$37,950.00 | \$37,950.00          |

SUBTOTAL ALTERNATE BID ITEMS 20 AND 21 \$20,000.00 \$59,000.00 75,900.00

TOTAL BASE BID ITEMS (Excluding Items 20 and 21) \$1,491,826.00 \$1,582,469.00 \$1,929,795.00

TOTAL AMOUNT BID (including Alternate Items 20 and 21 Excluding Items 17 and 18) \$1,511,826.00 \$1,606,469.00 \$1,952,795.00



**BID RESPONSE TABULATION**  
**GALVESTON COUNTY JUSTICE CENTER GENERATORS**  
**GALVESTON COUNTY, TEXAS**

BID #: B131021  
 OPEN: 05/30/2013  
 2:00 PM

| Item                      | Product Cod | Description                                                    | Quantity | Units | Vendor: 709896 |                     | Vendor: 710005 |                     | Vendor: 715665 |                     |
|---------------------------|-------------|----------------------------------------------------------------|----------|-------|----------------|---------------------|----------------|---------------------|----------------|---------------------|
|                           |             |                                                                |          |       | Unit Price     | Extended            | Unit Price     | Extended            | Unit Price     | Extended            |
| 0001                      | 69043       | GALVESTON COUNTY JUSTICE CENTER GENI<br>- TOTAL BASE BID ITEMS | 1.00     | EA    | 1,491,826.00   | 1,491,826.00        | 1,582,469.00   | 1,582,469.00        | 1,929,795.00   | 1,929,795.00        |
| 0002                      | 69043       | GALVESTON COUNTY JUSTICE CENTER GENI<br>- TOTAL AMOUNT BID     | 1.00     | EA    | 1,511,826.00   | 1,511,826.00        | 1,606,469.00   | 1,606,469.00        | 1,952,795.00   | 1,952,795.00        |
| <b>Total of all Items</b> |             |                                                                |          |       |                | <b>3,003,652.00</b> |                | <b>3,188,938.00</b> |                | <b>3,882,590.00</b> |

BID PROPOSAL

Date: June 4, 2013

Bid of Crescent Engineering Co Inc dba Crescent Electric  
(Legal Name of Bidder - Company)

- an individual proprietorship
- a corporation organized and existing under the laws of Texas
- a partnership consisting of \_\_\_\_\_
- a joint venture
- other \_\_\_\_\_

FOR:

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

TO:

GALVESTON COUNTY JAIL GENERATORS  
c/o Galveston County Purchasing Department  
722 Moody(21<sup>st</sup> Steet) - Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

Gentlemen:

Pursuant to the foregoing Invitation and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the construction of the Galveston County Justice Center Generators to serve the Galveston County Jail, and clean up the site to the satisfaction of the Owner/Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

BASE BID ITEMS

| ITEM NO. | QTY. | UNIT | ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE                                                                                                                                                                           | UNIT PRICE          | AMOUNT              |
|----------|------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| 1.       | 1    | LS   | Jail Site work Including Concrete Paving, Fine Grading, and Seeding.<br>Complete in place for<br><u>Forty One Thousand</u> dollars<br>and <u>zero</u> cents<br>per unit                                                 | \$ <u>41,000.-</u>  | \$ <u>41,000.-</u>  |
| 2.       | 200  | LF   | Jail Site Ornamental Metal Fence and 16 foot double Cantilevered Access Gate including Posts, Rails, & Pickets.<br>Complete in place for<br><u>One Hundred Thirty Five</u> dollars<br>and <u>zero</u> cents<br>per unit | \$ <u>135.00</u>    | \$ <u>27,000.-</u>  |
| 3.       | 1    | LS   | 1,000kW Standby Diesel Generator at Jail as Specified in the Plans and Specifications,<br>Complete in place for<br><u>Two Hundred Eighty Thousand</u> dollars<br>and <u>zero</u> cents<br>per unit                      | \$ <u>280,000.-</u> | \$ <u>280,000.-</u> |

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

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|       |     |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |
|-------|-----|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------|
| 4.    | 1   | LS | Jail Electrical System Installation for Standby Diesel Generator, Including Concrete Pads, 6,000 gal Fuel Tank (to be filled by contractor at completion of project), Generator Feeders, Automatic Transfer Switch, Raised Access Platform, and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System.<br>Complete in place for<br><u>Three Hundred Fifty One Thousand Eight Hundred</u> dollars<br>and <u>zero</u> cents<br>per unit | \$ <u>351,800</u> - \$ <u>351,800</u> - |
| <hr/> |     |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |
| 5.    | 1   | LS | Justice Center Site work Including Concrete Paving, Fine Grading, and Seeding.<br>Complete in place for<br><u>Thirty Two Thousand Eight Hundred</u> dollars<br>and <u>zero</u> cents<br>per unit                                                                                                                                                                                                                                                                                             | \$ <u>32,800</u> - \$ <u>32,800</u> -   |
| <hr/> |     |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |
| 6.    | 100 | LF | Justice Center Site Chain Link Fence with 4 -Foot Width Manway Gate including Posts, Rails, & Pickets, Matching Existing Fence.<br>Complete in place for<br><u>Twenty Six</u> dollars<br>and <u>zero</u> cents<br>per unit                                                                                                                                                                                                                                                                   | \$ <u>26</u> - \$ <u>2,600</u> -        |
| <hr/> |     |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                         |
| 7.    | 1   | LS | 750KW Standby Diesel Generator at Justice Center as Specified in the Plans and Specifications.<br>Complete in place for<br><u>Two Hundred Thirty Seven Thousand Seven Hundred</u> dollars<br>and <u>zero</u> cents<br>per unit                                                                                                                                                                                                                                                               | \$ <u>237,700</u> - \$ <u>237,700</u> - |

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PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

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|       |   |    |                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                            |                     |                     |
|-------|---|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|---------------------|---------------------|
| 8.    | 1 | LS | Justice Center Electrical System<br>Installation for Standby Diesel Generator,<br>Including Concrete Pads, 3,000 gal Fuel<br>Tank (to be filled by contractor at<br>completion of project), Generator Feeders,<br>Automatic Transfer Switch, Raised Access<br>Platform and All Other Appurtenances as<br>Shown on Plans and as Described in<br>Specifications for a Complete Operating<br>System.<br>Complete in place for | <u>Two Hundred Fifty Thousand Nine Hundred</u><br>dollars                  | <u>\$ 250,900.-</u> | <u>\$ 250,900.-</u> |
|       |   |    | and <u>zero</u> cents                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                            |                     |                     |
|       |   |    | per unit                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                            |                     |                     |
| <hr/> |   |    |                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                            |                     |                     |
| 9.    | 1 | LS | Central Plant Electrical System Including<br>Automatic Transfer Switches(3), and All<br>Other Appurtenances as Shown on Plans<br>and as Described in Specifications for a<br>Complete Operating System.<br>Complete in place for                                                                                                                                                                                           | <u>One Hundred Sixty Seven Thousand One Hundred Ninety Four</u><br>dollars | <u>\$ 167,194.-</u> | <u>\$ 167,194.-</u> |
|       |   |    | and <u>zero</u> cents                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                            |                     |                     |
|       |   |    | per unit                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                            |                     |                     |
| <hr/> |   |    |                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                            |                     |                     |
| 10.   | 1 | CA | Allowance for Relocation of existing Water<br>Line as directed by owner<br>Complete in place for                                                                                                                                                                                                                                                                                                                           | <u>Ten Thousand</u> dollars                                                | <u>\$ 10,000.00</u> | <u>\$ 10,000.00</u> |
|       |   |    | and <u>Zero</u> cents                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                            |                     |                     |
|       |   |    | per unit                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                            |                     |                     |

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PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

|     |   |    |                                                                                                                                            |                                                                                                       |                               |                               |
|-----|---|----|--------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------|-------------------------------|-------------------------------|
| 11. | 1 | CA | Allowance for Relocation of existing Landscaping Irrigation system as directed by owner<br>Complete in place for                           | <u>Five Thousand</u> dollars<br>and <u>Zero</u> cents<br>per unit                                     | \$ <u>5,000.00</u>            | \$ <u>5,000.00</u>            |
| 12. | 1 | CA | Allowance for Construction Permits required for completion of the project<br>Complete in place for                                         | <u>Fiveteen Hundred</u> dollars<br>and <u>Zero</u> cents<br>per unit                                  | \$ <u>1,500.00</u>            | \$ <u>1,500.00</u>            |
| 13. | 1 | CA | Allowance for Center Point Energy Terms & Condition Fee as required for completion of the project<br>Complete in place for                 | <u>Fifty Thousand</u> dollars<br>and <u>Zero</u> cents<br>per unit                                    | \$ <u>50,000.00</u>           | \$ <u>50,000.00</u>           |
| 14. | 1 | LS | Calibration, Short Circuit, and Relay Coordination Study for new equipment, as required by Plans & Specifications<br>Complete in place for | <u>Eight Thousand Six Hundred <sup>Thirty Nine</sup></u> dollars<br>and <u>zero</u> cents<br>per unit | \$ <u>8,639.<sup>00</sup></u> | \$ <u>8,639.<sup>00</sup></u> |

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

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|       |    |    |                                                                                                                                                                                                                                                                |                             |                               |
|-------|----|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------|-------------------------------|
| 15.   | 10 | EA | 15 Gallon Crepe Myrtle, Minimum 8.5 Foot Height, 5.5 Foot Spread, 1.25 Inch Caliper, including 3 Foot Radius, 4 Inch thick Hardwood Mulch Bedding, Complete in place for<br><u>Three Hundred Seventeen</u> dollars<br>and <u>zero Eighty</u> cents<br>per unit | \$ <u>317.<sup>80</sup></u> | \$ <u>3,178.<sup>00</sup></u> |
| <hr/> |    |    |                                                                                                                                                                                                                                                                |                             |                               |
| 16.   | 20 | Ea | 10 Gallon Oleanders, Minimum 36 Inch Height, 36 Inch Spread including 3 Foot Radius, 4 Inch thick Hardwood Mulch Bedding, Complete in place for<br><u>One Hundred Twenty Five</u> dollars<br>and <u>Seventy Five</u> cents<br>per unit                         | \$ <u>125.<sup>75</sup></u> | \$ <u>2,515.<sup>00</sup></u> |
| <hr/> |    |    |                                                                                                                                                                                                                                                                |                             |                               |
| 17.   | 1  | LS | Justice Center Sound Attenuated Enclosure in Per Specification, Complete in place for<br><u>zero</u> dollars<br>and <u>zero</u> cents<br>per unit                                                                                                              | \$ <u>-0-</u>               | \$ <u>-0-</u>                 |
| <hr/> |    |    |                                                                                                                                                                                                                                                                |                             |                               |
| 18.   | 1  | LS | Jail Sound Attenuated Enclosure in Per Specification, Complete in place for<br><u>zero</u> dollars<br>and <u>zero</u> cents<br>per unit                                                                                                                        | \$ <u>-0-</u>               | \$ <u>-0-</u>                 |

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\* included in Generator Base cost per specs.

|     |   |    |                                                                                                                                                                                            |                     |                     |
|-----|---|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| 19. | 1 | CA | Allowance for Tracing Out, Verify, and Relocate Existing Electrical Conduit According to Special Instructions Item Number 10, Sheet 7 Complete in Place for <u>Twenty Thousand</u> dollars | \$ <u>20,000.00</u> | \$ <u>20,000.00</u> |
|     |   |    | and <u>Zero</u> cents per unit                                                                                                                                                             |                     |                     |

SUBTOTAL BASE BID ITEMS

\$ 1,491,826.<sup>00</sup>

ALTERNATE BID ITEMS

|     |               |   |                                                                                                                                                                       |                    |                    |
|-----|---------------|---|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|
| 20. | <del>**</del> | 1 | LS Justice Center Aluminum Sound Attenuated Enclosure in lieu of Regular Enclosure Per Specification (Bid Item 17), Complete in place for <u>Ten Thousand</u> dollars | \$ <u>10,000.-</u> | \$ <u>10,000.-</u> |
|     |               |   | and <u>zero</u> cents per unit                                                                                                                                        |                    |                    |

|     |               |   |                                                                                                                                                             |                    |                    |
|-----|---------------|---|-------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------|--------------------|
| 21. | <del>**</del> | 1 | LS Jail Aluminum Sound Attenuated Enclosure in lieu of Regular Enclosure Per Specification (Bid Item 18), Complete in place for <u>Ten Thousand</u> dollars | \$ <u>10,000.-</u> | \$ <u>10,000.-</u> |
|     |               |   | and <u>zero</u> cents per unit                                                                                                                              |                    |                    |

**\*\* Add to generator base cost**

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

TOTAL BASE BID ITEMS  
(Excluding Items 20 and 21)

\$ 1,491,826.<sup>00</sup>

TOTAL AMOUNT BID  
(Including Alternate Items 20 and 21  
Excluding Items 17 and 18)

\$ 1,511,826.<sup>00</sup>

It is understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the Contract and for all parts of the work, as specified in the Instructions to Bidders, the Bidder will forfeit the Cashier's Check OR Bid Bond, as provided in the Contract Documents.

The undersigned proposes, if awarded the Contract, to begin work as stipulated in the written Notice to Proceed issued by the Engineer, and to substantially complete the work within 230 calendar days after the date the work commences and to complete the project within 240 calendar days after the date of work commences.

This bid proposal shall be considered part of the contract.

(Signature)

J. Carlisle Smith

(Type Name)

Vice President

(Title)

Seena D. Moxley

(Attest)

(Seal, If Bidder is a Corporation)

(Company Name - Bidder)

Crescent Electric  
1319 First St.

(Address)

La Marque Galveston 77568

(City) (County) (Zip)

4099352416

(Phone No.)

409935 2428

(Fax No.)

crescentelectric@comcast.net

(E-mail Address)

COPY

BID PROPOSAL

Date: June 4, 2013

Bid of Boyer, Inc.  
(Legal Name of Bidder – Company)

- an individual proprietorship
- a corporation organized and existing under the laws of Texas
- a partnership consisting of \_\_\_\_\_
- a joint venture
- other \_\_\_\_\_

FOR:

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

TO:

GALVESTON COUNTY JAIL GENERATORS  
c/o Galveston County Purchasing Department  
722 Moody(21<sup>st</sup> Steet) – Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

Gentlemen:

Pursuant to the foregoing Invitation and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the construction of the Galveston County Justice Center Generators to serve the Galveston County Jail, and clean up the site to the satisfaction of the Owner/Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

BASE BID ITEMS

| ITEM NO. | QTY. | UNIT | ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE                                                                                                                                                                             | UNIT PRICE    | AMOUNT        |
|----------|------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|
| 1.       | 1    | LS   | Jail Site work Including Concrete Paving, Fine Grading, and Seeding.<br>Complete in place for<br><br>Fifty Five Thousand Three Hundred Ten dollars<br><br>and <u>zero</u> cents<br>per unit                               | \$55,310.00   | \$ 55,310.00  |
| 2.       | 200  | LF   | Jail Site Ornamental Metal Fence and 16 foot double Cantilevered Access Gate including Posts, Rails, & Pickets.<br>Complete in place for<br><br>One Hundred Twenty Three dollars<br><br>and <u>zero</u> cents<br>per unit | \$ 123.00     | \$ 24,600.00  |
| 3.       | 1    | LS   | 1,000kW Standby Diesel Generator at Jail as Specified in the Plans and Specifications,<br>Complete in place for<br>Two Hundred Eighty Thousand Three Hundred Thirty Five dollars<br><br>and <u>zero</u> cents<br>per unit | \$ 280,335.00 | \$ 280,335.00 |

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

|    |     |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                           |
|----|-----|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------|
| 4. | 1   | LS | Jail Electrical System Installation for Standby Diesel Generator, Including Concrete Pads, 6,000 gal Fuel Tank (to be filled by contractor at completion of project), Generator Feeders, Automatic Transfer Switch, Raised Access Platform, and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System.<br>Complete in place for<br><u>Four Hundred Seventy One</u> dollars<br>and <u>zero</u> cents<br>per unit | \$ <u>471,017.00</u> \$ <u>471,017.00</u> |
| 5. | 1   | LS | Justice Center Site work Including Concrete Paving, Fine Grading, and Seeding.<br>Complete in place for<br><u>Sixteen Thousand Forty Three</u> dollars<br>and <u>zero</u> cents<br>per unit                                                                                                                                                                                                                                                                            | \$ <u>16,043.00</u> \$ <u>16,043.00</u>   |
| 6. | 100 | LF | Justice Center Site Chain Link Fence with 4 -Foot Width Manway Gate including Posts, Rails, & Pickets, Matching Existing Fence.<br>Complete in place for<br><u>Sixty Two</u> dollars<br>and <u>zero</u> cents<br>per unit                                                                                                                                                                                                                                              | \$ <u>62.00</u> \$ <u>6,200.00</u>        |
| 7. | 1   | LS | 750kW Standby Diesel Generator at Justice Center as Specified in the Plans and Specifications,<br>Complete in place for<br><u>Two Hundred Thirty Nine Thousand Two Hundred Fifty Four</u> dollars<br>and <u>zero</u> cents<br>per unit                                                                                                                                                                                                                                 | \$ <u>239,254.00</u> \$ <u>239,254.00</u> |

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

|     |   |    |                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                             |                                                  |
|-----|---|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------------------------------------------|
| 8.  | 1 | LS | <p>Justice Center Electrical System<br/>Installation for Standby Diesel Generator,<br/>Including Concrete Pads, 3,000 gal Fuel<br/>Tank (to be filled by contractor at<br/>completion of project), Generator Feeders,<br/>Automatic Transfer Switch, Raised Access<br/>Platform and All Other Appurtenances as<br/>Shown on Plans and as Described in<br/>Specifications for a Complete Operating<br/>System.<br/>Complete in place for</p> | <p>Three Hundred Seventy Eight Thousand dollars<br/>Thirty Nine<br/>and <u>zero</u> cents<br/>per unit</p>  | <p><u>\$378,039.00</u> \$ <u>378,039.00</u></p>  |
| 9.  | 1 | LS | <p>Central Plant Electrical System Including<br/>Automatic Transfer Switches(3), and All<br/>Other Appurtenances as Shown on Plans<br/>and as Described in Specifications for a<br/>Complete Operating System.<br/>Complete in place for</p>                                                                                                                                                                                                | <p>Three Hundred One Thousand dollars<br/>Three Hundred Fourteen<br/>and <u>zero</u> cents<br/>per unit</p> | <p><u>\$ 301,314.00</u> \$ <u>301,314.00</u></p> |
| 10. | 1 | CA | <p>Allowance for Relocation of existing Water<br/>Line as directed by owner<br/>Complete in place for</p>                                                                                                                                                                                                                                                                                                                                   | <p><u>Ten Thousand</u> dollars<br/>and <u>Zero</u> cents<br/>per unit</p>                                   | <p>\$ <u>10,000.00</u> \$ <u>10,000.00</u></p>   |

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

|     |   |    |                                                                                                                                                                                    |                                                                      |                     |                     |
|-----|---|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------|---------------------|
| 11. | 1 | CA | Allowance for Relocation of existing Landscaping Irrigation system as directed by owner<br>Complete in place for                                                                   | <u>Five Thousand</u> dollars<br>and <u>Zero</u> cents<br>per unit    | \$ <u>5,000.00</u>  | \$ <u>5,000.00</u>  |
| 12. | 1 | CA | Allowance for Construction Permits required for completion of the project<br>Complete in place for                                                                                 | <u>Fiveteen Hundred</u> dollars<br>and <u>Zero</u> cents<br>per unit | \$ <u>1,500.00</u>  | \$ <u>1,500.00</u>  |
| 13. | 1 | CA | Allowance for Center Point Energy Terms & Condition Fee as required for completion of the project<br>Complete in place for                                                         | <u>Fifty Thousand</u> dollars<br>and <u>Zero</u> cents<br>per unit   | \$ <u>50,000.00</u> | \$ <u>50,000.00</u> |
| 14. | 1 | LS | Calibration, Short Circuit, and Relay Coordination Study for new equipment, as required by Plans & Specifications<br>Complete in place for<br>Fourteen Thousand Five Hundred Three | <u>Three</u> dollars<br>and <u>zero</u> cents<br>per unit            | \$ <u>14,503.00</u> | \$ <u>14,503.00</u> |

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

|     |    |    |                                                                                                                                                                                                                                                          |                     |                     |
|-----|----|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| 15. | 10 | EA | 15 Gallon Crepe Myrtle, Minimum 8.5 Foot Height, 5.5 Foot Spread, 1.25 Inch Caliper, including 3 Foot Radius, 4 Inch thick Hardwood Mulch Bedding, Complete in place for<br><u>One Hundred Thirty Eight</u> dollars<br>and <u>Zero</u> cents<br>per unit | \$ <u>138.00</u>    | \$ <u>1,380.00</u>  |
| 16. | 20 | Ea | 10 Gallon Oleanders, Minimum 36 Inch Height, 36 Inch Spread including 3 Foot Radius, 4 Inch thick Hardwood Mulch Bedding, Complete in place for<br><u>One Hundred Twenty</u> dollars<br>and <u>zero</u> cents<br>per unit                                | \$ <u>120.00</u>    | \$ <u>2,400.00</u>  |
| 17. | 1  | LS | Justice Center Sound Attenuated Enclosure in Per Specification, Complete in place for<br><br><u>Twenty Six Thousand Four Hundred</u> dollars<br><u>Fifty</u><br>and <u>zero</u> cents<br>per unit                                                        | \$ <u>26,450.00</u> | \$ <u>26,450.00</u> |
| 18. | 1  | LS | Jail Sound Attenuated Enclosure in Per Specification, Complete in place for<br><u>Twenty Six Thousand Four Hundred</u> dollars<br><u>Fifty</u><br>and <u>zero</u> cents<br>per unit                                                                      | \$ <u>26,450.00</u> | \$ <u>26,450.00</u> |

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|     |   |    |                                                                                                                                                                                                                                    |                     |                     |
|-----|---|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| 19. | 1 | CA | Allowance for Tracing Out, Verify, and Relocate Existing Electrical Conduit According to Special Instructions Item Number 10, Sheet 7 Complete in Place for<br><u>Twenty Thousand</u> dollars<br>and <u>Zero</u> cents<br>per unit | \$ <u>20,000.00</u> | \$ <u>20,000.00</u> |
|-----|---|----|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|

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|                         |                               |
|-------------------------|-------------------------------|
| SUBTOTAL BASE BID ITEMS | \$ <u><u>1,929,795.00</u></u> |
|-------------------------|-------------------------------|

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ALTERNATE BID ITEMS

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|     |   |    |                                                                                                                                                                                                                                           |                     |                     |
|-----|---|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| 20. | 1 | LS | Justice Center Aluminum Sound Attenuated Enclosure in lieu of Regular Enclosure Per Specification(Bid Item 17), Complete in place for<br><br><u>Thirty Seven Thousand Nine Hundred Fifty</u> dollars<br>and <u>zero</u> cents<br>per unit | \$ <u>37,950.00</u> | \$ <u>37,950.00</u> |
|-----|---|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|

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|     |   |    |                                                                                                                                                                                                                                 |                     |                     |
|-----|---|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| 21. | 1 | LS | Jail Aluminum Sound Attenuated Enclosure in lieu of Regular Enclosure Per Specification(Bid Item 18), Complete in place for<br><br><u>Thirty Seven Thousand Nine Hundred Fifty</u> dollars<br>and <u>zero</u> cents<br>per unit | \$ <u>37,950.00</u> | \$ <u>37,950.00</u> |
|-----|---|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|

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PROPOSAL BIDDING SHEET  
CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL  
IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

TOTAL BASE BID ITEMS \$ 1,929,795.00  
(Excluding Items 20 and 21)

TOTAL AMOUNT BID \$ 1,952,795.00  
(Including Alternate Items 20 and 21  
Excluding Items 17 and 18)

It is understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the Contract and for all parts of the work, as specified in the Instructions to Bidders, the Bidder will forfeit the Cashier's Check OR Bid Bond, as provided in the Contract Documents.

The undersigned proposes, if awarded the Contract, to begin work as stipulated in the written Notice to Proceed issued by the Engineer, and to substantially complete the work within 230 calendar days after the date the work commences and to complete the project within 240 calendar days after the date of work commences.

This bid proposal shall be considered part of the contract.

  
(Signature)

Mark L. Boyer  
(Type Name)

President  
(Title)

  
(Attest)

(Seal, If Bidder is a Corporation)

Boyer, Inc.  
(Company Name - Bidder)

8904 Fairbanks N. Houston Rd.  
(Address)

Houston Harris 77064  
(City) (County) (Zip)

713 466-5395  
(Phone No.)

713 466-8198  
(Fax No.)

mboyer@boyerinc.com  
(E-mail Address)

BID PROPOSAL

Date: 05/21/13

Bid of C. F. McDonald Electric, Inc.  
(Legal Name of Bidder – Company)

- an individual proprietorship
- a corporation organized and existing under the laws of Texas
- a partnership consisting of \_\_\_\_\_  
\_\_\_\_\_
- a joint venture
- other \_\_\_\_\_

FOR:

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

TO:

GALVESTON COUNTY JAIL GENERATORS  
c/o Galveston County Purchasing Department  
722 Moody(21<sup>st</sup> Steet) – Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

BID PROPOSAL

Date: June 4, 2013

Bid of C. F. McDonald Electric, Inc.  
(Legal Name of Bidder – Company)

- an individual proprietorship
- a corporation organized and existing under the laws of Texas
- a partnership consisting of \_\_\_\_\_
- a joint venture
- other \_\_\_\_\_

FOR:

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

TO:

GALVESTON COUNTY JAIL GENERATORS  
c/o Galveston County Purchasing Department  
722 Moody(21<sup>st</sup> Steet) – Fifth (5<sup>th</sup>) Floor  
Galveston, Texas 77550

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

Gentlemen:

Pursuant to the foregoing Invitation and Instructions to Bidders, the undersigned bidder hereby proposes to do all the work for the unit prices bid to furnish all necessary superintendence, labor, machine, equipment, tools, materials, insurance and miscellaneous items, to complete all work according to the bids, as provided in the construction plan and contract documents for the construction of the Galveston County Justice Center Generators to serve the Galveston County Jail, and clean up the site to the satisfaction of the Owner/Engineer, and bind himself on acceptance of this proposal to execute a contract and bonds for completing said project within the time stated for the following prices, to wit:

BASE BID ITEMS

| ITEM NO. | QTY. | UNIT | ITEM DESCRIPTION AND TOTAL WRITTEN UNIT PRICE                                                                                                                                                               | UNIT PRICE    | AMOUNT        |
|----------|------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|
| 1.       | 1    | LS   | Jail Site work Including Concrete Paving, Fine Grading, and Seeding.<br>Complete in place for<br><u>Seventy Five Thousand</u> dollars<br>and <u>Zero</u> cents<br>per unit                                  | \$ 75,000.00  | \$ 75,000.00  |
| 2.       | 200  | LF   | Jail Site Ornamental Metal Fence and 16 foot double Cantilevered Access Gate including Posts, Rails, & Pickets.<br>Complete in place for<br><u>Twenty Five</u> dollars<br>and <u>Zero</u> cents<br>per unit | \$ 25.00      | \$ 5,000.00   |
| 3.       | 1    | LS   | 1,000kW Standby Diesel Generator at Jail as Specified in the Plans and Specifications,<br>Complete in place for<br><u>Two Hundred Thousand</u> dollars<br>and <u>Zero</u> cents<br>per unit                 | \$ 200,000.00 | \$ 200,000.00 |

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

|       |     |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                      |                      |
|-------|-----|----|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------|----------------------|
| 4.    | 1   | LS | Jail Electrical System Installation for Standby Diesel Generator, Including Concrete Pads, 6,000 gal Fuel Tank (to be filled by contractor at completion of project), Generator Feeders, Automatic Transfer Switch, Raised Access Platform, and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System.<br>Complete in place for<br><u>Four Hundred Twenty Thousand</u><br><u>Nine Hundred</u><br>and <u>Zero</u> cents<br>per unit | \$ <u>420,900.00</u> | \$ <u>420,900.00</u> |
| <hr/> |     |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                      |                      |
| 5.    | 1   | LS | Justice Center Site work Including Concrete Paving, Fine Grading, and Seeding.<br>Complete in place for<br><u>Sixty Five Thousand</u> dollars<br>and <u>Zero</u> cents<br>per unit                                                                                                                                                                                                                                                                                                        | \$ <u>65,000.00</u>  | \$ <u>65,000.00</u>  |
| <hr/> |     |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                      |                      |
| 6.    | 100 | LF | Justice Center Site Chain Link Fence with 4 -Foot Width Manway Gate including Posts, Rails, & Pickets, Matching Existing Fence.<br>Complete in place for<br><u>Ten</u> dollars<br>and <u>Zero</u> cents<br>per unit                                                                                                                                                                                                                                                                       | \$ <u>10.00</u>      | \$ <u>1,000.00</u>   |
| <hr/> |     |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                      |                      |
| 7.    | 1   | LS | 750kW Standby Diesel Generator at Justice Center as Specified in the Plans and Specifications,<br>Complete in place for<br><u>One Hundred Seventy Five</u><br><u>Thousand</u> dollars<br>and <u>Zero</u> cents<br>per unit                                                                                                                                                                                                                                                                | \$ <u>175,000.00</u> | \$ <u>175,000.00</u> |

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

|     |   |    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |               |               |
|-----|---|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|---------------|
| 8.  | 1 | LS | Justice Center Electrical System Installation for Standby Diesel Generator, Including Concrete Pads, 3,000 gal Fuel Tank (to be filled by contractor at completion of project), Generator Feeders, Automatic Transfer Switch, Raised Access Platform and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System.<br>Complete in place for<br>Three Hundred Twenty Three Thousand Sixty Nine _____ dollars<br>and Zero _____ cents<br>per unit | \$ 323,069.00 | \$ 323,069.00 |
| 9.  | 1 | LS | Central Plant Electrical System Including Automatic Transfer Switches(3), and All Other Appurtenances as Shown on Plans and as Described in Specifications for a Complete Operating System.<br>Complete in place for<br>One Hundred Ninety Thousand _____ dollars<br>and Zero _____ cents<br>per unit                                                                                                                                                                                               | \$ 190,000.00 | \$ 190,000.00 |
| 10. | 1 | CA | Allowance for Relocation of existing Water Line as directed by owner<br>Complete in place for<br>Ten Thousand _____ dollars<br>and Zero _____ cents<br>per unit                                                                                                                                                                                                                                                                                                                                     | \$ 10,000.00  | \$ 10,000.00  |

PROPOSAL BIDDING SHEET  
 CONSTRUCTION OF THE  
 PERMANENT EMERGENCY GENERATORS  
 TO SERVE  
 GALVESTON COUNTY JAIL  
 IN  
 GALVESTON COUNTY, TEXAS  
 LJA JOB NO. 0384-9003H

|     |   |    |                                                                                                                                                                                                           |              |              |
|-----|---|----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|
| 11. | 1 | CA | Allowance for Relocation of existing Landscaping Irrigation system as directed by owner<br>Complete in place for<br><br>Five Thousand dollars<br>and Zero cents<br>per unit                               | \$ 5,000.00  | \$ 5,000.00  |
| 12. | 1 | CA | Allowance for Construction Permits required for completion of the project<br>Complete in place for<br><br>Fifteen Hundred dollars<br>and Zero cents<br>per unit                                           | \$ 1,500.00  | \$ 1,500.00  |
| 13. | 1 | CA | Allowance for Center Point Energy Terms & Condition Fee as required for completion of the project<br>Complete in place for<br><br>Fifty Thousand dollars<br>and Zero cents<br>per unit                    | \$ 50,000.00 | \$ 50,000.00 |
| 14. | 1 | LS | Calibration, Short Circuit, and Relay Coordination Study for new equipment, as required by Plans & Specifications<br>Complete in place for<br><br>Three Thousand<br>Zero dollars<br>and cents<br>per unit | \$ 3,000.00  | \$ 3,000.00  |

PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

|     |    |    |                                                                                                                                                                                                                                             |                     |                     |
|-----|----|----|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| 15. | 10 | EA | 15 Gallon Crepe Myrtle, Minimum 8.5 Foot Height, 5.5 Foot Spread, 1.25 Inch Caliper, including 3 Foot Radius, 4 Inch thick Hardwood Mulch Bedding, Complete in place for<br><u>One Hundred</u> dollars<br>and <u>Zero</u> cents<br>per unit | \$ <u>100.00</u>    | \$ <u>1,000.00</u>  |
| 16. | 20 | Ea | 10 Gallon Oleanders, Minimum 36 Inch Height, 36 Inch Spread including 3 Foot Radius, 4 Inch thick Hardwood Mulch Bedding, Complete in place for<br><u>One Hundred</u> dollars<br>and <u>Zero</u> cents<br>per unit                          | \$ <u>100.00</u>    | \$ <u>2,000.00</u>  |
| 17. | 1  | LS | Justice Center Sound Attenuated Enclosure in Per Specification, Complete in place for<br><u>Fifteen Thousand</u> dollars<br>and <u>Zero</u> cents<br>per unit                                                                               | \$ <u>15,000.00</u> | \$ <u>15,000.00</u> |
| 18. | 1  | LS | Jail Sound Attenuated Enclosure in Per Specification, Complete in place for<br><u>Twenty Thousand</u> dollars<br>and <u>Zero</u> cents<br>per unit                                                                                          | \$ <u>20,000.00</u> | \$ <u>20,000.00</u> |

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|     |   |    |                                                                                                                                                                                            |                     |                     |
|-----|---|----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| 19. | 1 | CA | Allowance for Tracing Out, Verify, and Relocate Existing Electrical Conduit According to Special Instructions Item Number 10, Sheet 7 Complete in Place for <u>Twenty Thousand</u> dollars | \$ <u>20,000.00</u> | \$ <u>20,000.00</u> |
|     |   |    | and <u>Zero</u> cents per unit                                                                                                                                                             |                     |                     |

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|                         |                               |
|-------------------------|-------------------------------|
| SUBTOTAL BASE BID ITEMS | \$ <u><u>1,582,469.00</u></u> |
|-------------------------|-------------------------------|

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ALTERNATE BID ITEMS

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|     |   |    |                                                                                                                                                                            |                     |                     |
|-----|---|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| 20. | 1 | LS | Justice Center Aluminum Sound Attenuated Enclosure in lieu of Regular Enclosure Per Specification(Bid Item 17), Complete in place for <u>Twenty Seven Thousand</u> dollars | \$ <u>27,000.00</u> | \$ <u>27,000.00</u> |
|     |   |    | and <u>Zero</u> cents per unit                                                                                                                                             |                     |                     |

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|     |   |    |                                                                                                                                                                |                     |                     |
|-----|---|----|----------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|---------------------|
| 21. | 1 | LS | Jail Aluminum Sound Attenuated Enclosure in lieu of Regular Enclosure Per Specification(Bid Item 18), Complete in place for <u>Thirty Two Thousand</u> dollars | \$ <u>32,000.00</u> | \$ <u>32,000.00</u> |
|     |   |    | and <u>Zero</u> cents per unit                                                                                                                                 |                     |                     |

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PROPOSAL BIDDING SHEET

CONSTRUCTION OF THE  
PERMANENT EMERGENCY GENERATORS  
TO SERVE  
GALVESTON COUNTY JAIL

IN  
GALVESTON COUNTY, TEXAS  
LJA JOB NO. 0384-9003H

|                                                                                        |                        |
|----------------------------------------------------------------------------------------|------------------------|
| TOTAL BASE BID ITEMS<br>(Excluding Items 20 and 21)                                    | \$ <u>1,582,469.00</u> |
| TOTAL AMOUNT BID<br>(Including Alternate Items 20 and 21<br>Excluding Items 17 and 18) | \$ <u>1,606,469.00</u> |

It is understood that in the event the successful bidder fails to enter into the Contract and to furnish a Performance Bond and Payment Bond in the amount of 100 percent of the Contract and for all parts of the work, as specified in the Instructions to Bidders, the Bidder will forfeit the Cashier's Check OR Bid Bond, as provided in the Contract Documents.

The undersigned proposes, if awarded the Contract, to begin work as stipulated in the written Notice to Proceed issued by the Engineer, and to substantially complete the work within 230 calendar days after the date the work commences and to complete the project within 240 calendar days after the date of work commences.

This bid proposal shall be considered part of the contract.

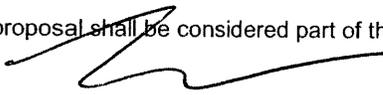
\_\_\_\_\_  
(Signature)

Wayne Berkenmeier  
(Type Name)

Vice President Special Projects  
(Title)

\_\_\_\_\_  
(Attest)

(Seal, If Bidder is a Corporation)



C. F. McDonald Electric, Inc.  
(Company Name – Bidder)

5044 Timber Creek  
(Address)

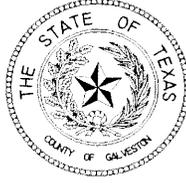
Houston Harris TX 77017  
(City) (County) (Zip)

713-921-1368  
(Phone No.)

713-921-5109  
(Fax No.)

wayneb@mcdonaldinc.com  
(E-mail Address)

**AGENDA ITEM #29.a.2.**



**THE COUNTY OF GALVESTON**

**RUFUS CROWDER, CPPB**  
PURCHASING AGENT

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

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

August 14, 2013

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

**Re: RFQ #B131022B, Real Estate Professional Pool**

Gentlemen,

On August 8, 2013, qualifications were opened for RFQ #B131022B, Real Estate Professional Pool, at which time seven (7) qualifications were received from the following companies:

- |                                                    |                    |
|----------------------------------------------------|--------------------|
| • Closing Time Properties                          | Galveston, Texas   |
| • Dana Martinez                                    | Texas City, Texas  |
| • Desiree Bumbalough                               | Houston, Texas     |
| • Remax Space Center (Rick Wade)                   | League City, Texas |
| • Hatmaker Properties, Inc.<br>(Michelle Hatmaker) | Galveston, Texas   |
| (Cathy Knecht)                                     |                    |
| (Ashlee Rodriguez)                                 |                    |

The Evaluation Committee recommends that authorization be granted to create a pool of real estate professionals for the Homeowner Opportunity Program (HOP).

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus G. Crowder, CPPB  
Purchasing Agent  
County of Galveston

Attachment



**COUNTY OF GALVESTON**  
**Community Services Division**

**Connie A. Nicholson, Director**

Departments:

Child Welfare  
County Museum  
Housing Department  
Indigent Health Care  
Mosquito Control  
Social Services  
Veteran Services

August 8, 2013

Rufus G. Crowder, CPPO, CPPB, Purchasing Agent  
Galveston County Purchasing Department  
722 Moody Avenue  
Galveston, Texas 77550

RE: RFP B131022B Real Estate Professional Pool

Dear Mr. Crowder:

The Evaluation Committee has met and reviewed the seven proposals submitted for RFP B131022B. The committee would like recommend awarding to all of the Real Estate Professionals listed below:

Closing Time  
Richard Wade  
Michelle Hatmaker  
Catherine Knecht  
Ashley Rodriquez  
Dana Martinez  
Desiree Bumbalough

The Evaluation Committee will be available to answer any questions.

Respectfully,

Connie A. Nicholson

**AGENDA ITEM #29.a.3.**



**THE COUNTY OF GALVESTON**

**RUFUS CROWDER, CPPO CPPB**  
PURCHASING AGENT

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

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

August 14, 2013

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

**Re: Bid #B131026, Juvenile Justice Center Exterior Painting Project**

Gentlemen,

On August 8, 2013, bids were opened for Bid #B131026, Juvenile Justice Center Exterior Painting Project, at which time four (4) bids were received from the following companies:

- Ardent Construction, LLC Friendswood, Texas
- Strommen Painting Enterprises, Inc. Santa Fe, Texas
- Milam and Company Painting, Inc. Houston, Texas
- JNA Painting & Contracting Co., Inc. Baltimore, Marilyn

The Facilities Manager recommends that this bid be awarded to the lowest bidder, Strommen Painting Enterprises, Inc., in the amount of \$79,062.00.

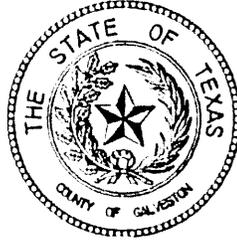
Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

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

Attachments



COUNTY OF GALVESTON

**CHARLES KENWORTHY**

Facilities Manager

Office (409) 766-2385  
Fax (409) 770-5132

August 6, 2013

RE: Juvenile Justice Center Exterior Painting Project

It is my recommendation to award Bid# B131026 to the lowest qualified bidder, Strommen Painting. Please contact me at X2385 if you have any questions and or concerns.

Thanks

A handwritten signature in black ink, appearing to read "Charles Kenworthy".

Charles Kenworthy  
Facilities Manager  
County of Galveston.

BID #: B131026  
OPEN: 08/06/2013  
2:00 PM

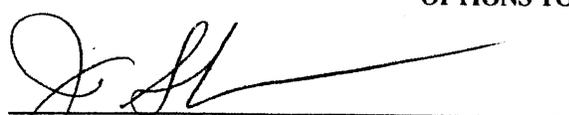
### BID SHEET

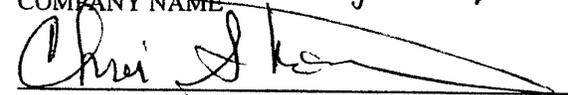
## JUVENILE JUSTICE CENTER EXTERIOR PAINTING GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following:

LINE ITEM TOTAL \$ 79,062.<sup>00</sup>

OPTIONS TO RENEV No Extensions/Non-Applicable

  
WITNESS  
8/6/2013  
DATE

Strommen Painting Enterprises, Inc  
COMPANY NAME  
  
AUTHORIZED REPRESENTATIVE'S SIGNATURE  
Chris Strommen  
PRINTED NAME  
V-President  
TITLE

3503 Quaternoon Ct  
CORRESPONDENCE ADDRESS  
Santa Fe, Tx 77517  
CITY, STATE ZIP CODE

3503 Quaternoon Ct.  
REMIT ADDRESS  
Santa Fe, Tx 77517  
CITY, STATE ZIP CODE

76-0494723  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

409-739-5177  
TELEPHONE NUMBER  
N/A  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

LINE ITEM DETAIL

BID #: B131026  
OPEN: 08/06/2013  
2:00 PM

JUVENILE JUSTICE CENTER EXTERIOR PAINTING

GALVESTON COUNTY, TEXAS

VENDOR ID 410015 STROMMEN PAINTING AND ENTERPRISES INC

| Item No.                          | Product Code | Description                               | Quantity | Units | Catalog # | Unit Price   | Extended Price |
|-----------------------------------|--------------|-------------------------------------------|----------|-------|-----------|--------------|----------------|
| 0001                              | 91461        | JUVENILE JUSTICE CENTER EXTERIOR PAINTING | 1        | EA    |           | \$ 79,062.00 | \$ 79,062.00   |
| Extended Price Total of all Items |              |                                           |          |       |           |              | \$ 79,062.00   |

BID #: B131026  
OPEN: 08/06/2013  
2:00 PM

**BID SHEET**

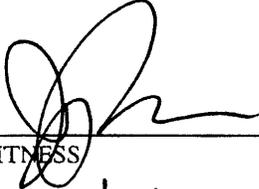
**JUVENILE JUSTICE CENTER EXTERIOR PAINTING**

**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following:

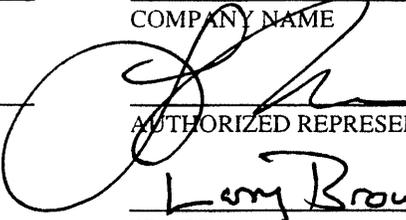
LINE ITEM TOTAL \$ 217,000

OPTIONS TO RENEV No Extensions/Non-Applicable

  
\_\_\_\_\_  
WITNESS

8/6/13  
\_\_\_\_\_  
DATE

Ardent Construction LLC  
\_\_\_\_\_  
COMPANY NAME

  
\_\_\_\_\_  
AUTHORIZED REPRESENTATIVE'S SIGNATURE

Larry Brown  
\_\_\_\_\_  
PRINTED NAME

President  
\_\_\_\_\_  
TITLE

133 N. Friendswood Dr #300  
\_\_\_\_\_  
CORRESPONDENCE ADDRESS

Friendswood, TX 77546  
\_\_\_\_\_  
CITY, STATE ZIP CODE

26-3042756  
\_\_\_\_\_  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

133 N. Friendswood Dr #300  
\_\_\_\_\_  
REMIT ADDRESS

Friendswood, TX 77546  
\_\_\_\_\_  
CITY, STATE ZIP CODE

713-253-0046  
\_\_\_\_\_  
TELEPHONE NUMBER

888816-9440  
\_\_\_\_\_  
FAX NUMBER

ADDENDUM'S RECEIVED #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_

LINE ITEM DETAIL

BID #: B131026  
OPEN: 08/06/2013  
2:00 PM

JUVENILE JUSTICE CENTER EXTERIOR PAINTING

GALVESTON COUNTY, TEXAS

VENDOR ID 710983 ARDENT CONSTRUCTION LLC

| Item No.                          | Product Code | Description                               | Quantity | Units | Catalog # | Unit Price | Extended Price |
|-----------------------------------|--------------|-------------------------------------------|----------|-------|-----------|------------|----------------|
| 0001                              | 91461        | JUVENILE JUSTICE CENTER EXTERIOR PAINTING | 1        | EA    |           | \$ 217,000 | \$ 217,000     |
| Extended Price Total of all Items |              |                                           |          |       |           | \$ 217,000 | \$ 217,000     |

BID #: B131026  
OPEN: 08/06/2013  
2:00 PM

### BID SHEET

## JUVENILE JUSTICE CENTER EXTERIOR PAINTING GALVESTON COUNTY, TEXAS

Having read and understood the instructions, terms, conditions, specifications, and inv to bid we submit the following:

LINE ITEM TOTAL \$ 95,250.00

OPTIONS TO RENEW No Extensions/Non-Applicable

[Signature]  
WITNESS  
8-5-13  
DATE

JNA PAINTING + CONTRACTING  
COMPANY NAME  
[Signature]  
AUTHORIZED REPRESENTATIVE'S SIGNATURE  
Regina Kohelis  
PRINTED NAME  
President  
TITLE

Po Box 26048  
CORRESPONDENCE ADDRESS

Baltimore, MD 21224  
CITY, STATE ZIP CODE

752671225  
TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

Po Box 26048  
REMIT ADDRESS

Baltimore, MD 21224  
CITY, STATE ZIP CODE

410-285-7350  
TELEPHONE NUMBER

410-285-7794  
FAX NUMBER

ADDENDUM'S RECEIVED #1 ✓ #2    #3

BID #: B131026  
OPEN: 08/06/2013  
2:00 PM

**BID SHEET**

**JUVENILE JUSTICE CENTER EXTERIOR PAINTING**

**GALVESTON COUNTY, TEXAS**

Having read and understood the instructions, terms, conditions, specifications, and inv  
to bid we submit the following:

LINE ITEM TOTAL \$ 121,190.00

OPTIONS TO RENEV No Extensions/Non-Applicable

  
\_\_\_\_\_

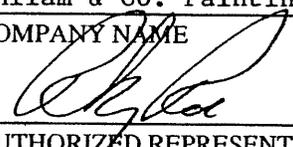
WITNESS

8/5/13

DATE

Milam & Co. Painting, Inc.

COMPANY NAME

  
\_\_\_\_\_

Rick Roe

PRINTED NAME

Vice President

TITLE

4550 Allen Street

CORRESPONDENCE ADDRESS

Houston, TX 77007

CITY, STATE ZIP CODE

74-1890823

TAX IDENTIFICATION NUMBER (TIN/FIEN/SSN)

4550 Allen Street

REMIT ADDRESS

Houston, TX 77007

CITY, STATE ZIP CODE

713-869-0225

TELEPHONE NUMBER

713-869-9528

FAX NUMBER

ADDENDUM'S RECEIVED #1 XX #2      #3



4550 ALLEN STREET  
HOUSTON, TEXAS 77007  
713-869-0225 OFFICE  
713-869-9528 FAX  
www.milampainting.com

BID  
August 5, 2013

To: Galveston County Facilities Department  
722 Moody, 6th Floor  
Galveston, Texas 77550

Attn: Charles Kenworthy

From: Rick Roe

Re:  
Project: Juvenile Justice Center  
Location: 6101 Atwater Avenue  
Texas City, Texas

Scope:  
Painting of the exterior of the facility

Inclusions:

Pressure wash all exterior surfaces to be painted with a solution of tri-sodium phosphate and water to remove all mildew and contaminates.  
Hand tool clean all windows with wire brushes, scrapers, and sanders to remove all loose surface rust and peeling paint. The windows will not be sand blasted.

Bondo all metal windows where damaged from rust  
Apply a rust inhibited bonding primer to all metal surfaces to be painted  
Paint the metal doors, windows, louvers, bollards with an industrial enamel  
Patch the damaged concrete tilt wall surfaces with a patching compound prior to painting the tilt wall.

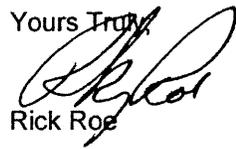
Prime the tilt wall with an acrylic bonding primer  
Paint the tilt wall with an exterior elastomeric coating

|               |    |            |
|---------------|----|------------|
| Price:        | \$ | 118,230.00 |
| Bond premium: | \$ | 2,960.00   |
| Total:        | \$ | 121,190.00 |

Exclusions:

Sales tax  
Premium time  
Bond premium  
Sand blasting of the metal frame windows  
Painting of the portable rooms

Yours Truly,

A handwritten signature in black ink, appearing to read "Rick Roe", written over the typed name.

Rick Roe

LINE ITEM DETAIL

JUVENILE JUSTICE CENTER EXTERIOR PAINTING

GALVESTON COUNTY, TEXAS

BID #: B131026  
OPEN: 08/06/2013  
2:00 PM

VENDOR ID: 705575 MILAM AND COMPANY PAINTING INC

| Item No.                         | Product Code | Description                               | Quantity | Units | Catalog # | Unit Price   | Extended Price |
|----------------------------------|--------------|-------------------------------------------|----------|-------|-----------|--------------|----------------|
| 0001                             | 91461        | JUVENILE JUSTICE CENTER EXTERIOR PAINTING | 1        | EA    |           | \$121,190.00 | \$121,190.00   |
| Extended Price Total of all Item |              |                                           |          |       |           |              | \$121,190.00   |

**AGENDA ITEM #29.a.4.**





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

August 12, 2013

Rufus G. Crowder, CPPO, CPPB, Purchasing Agent  
Galveston County Purchasing Department  
722 Moody Avenue  
Galveston, Texas 77550

RE: RFP # B132010, Guardianship Program for Galveston County

Dear Mr. Crowder:

The Evaluation Committee met on August 9, 2013 and again on August 13, 2013 and reviewed the proposals submitted for RFP B132010. The committee discussed the proposals in depth and concluded our recommend would be to award to Friends for Life.

Based on the current number of wards this contract should result in an approximate savings of \$170,200 annually in the county budget.

The Evaluation Committee will be available to answer any questions.

Respectfully,

Connie A. Nicholson

**AGENDA ITEM #29.a.5.**



## THE COUNTY OF GALVESTON

**RUFUS CROWDER, CPPO CPPB**  
PURCHASING AGENT

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

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

August 14, 2013

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

### **Re: RFP #B132011, Grounds Maintenance for Galveston County**

Gentlemen,

On August 1, 2013, proposals were opened for RFP #B132011, Grounds Maintenance for Galveston County, at which time four (4) proposals were received from the following companies:

- Parrish and Parrish Tractor Service                      Hitchcock, Texas
- David's Island                                                              Galveston, Texas
- Beach Town Lawn Service                                      Galveston, Texas
- Kleen Kut Landscape Service                                      Galveston, Texas

The Evaluation Committee recommends that this contract be awarded to Kleen Kut Landscape Service.

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Rufus G. Crowder", with a long horizontal flourish extending to the right.

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

Attachments



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

August 12, 2013

Rufus G. Crowder, CPPO, CPPB, Purchasing Agent  
Galveston County Purchasing Department  
722 Moody Avenue  
Galveston, Texas 77550

RE: RFP B132011 Grounds Maintenance for Galveston County

Dear Mr. Crowder:

The Evaluation Committee has met and reviewed the proposals submitted for RFP B132011. The committee would like recommend awarding to Kleen Kut Landscape Services.

This contract should result in an approximate savings of \$75,000 annually in the county budget.

The Evaluation Committee will be available to answer any questions.

Respectfully,

A handwritten signature in cursive script that reads "Connie Nicholson".

Connie A. Nicholson

**PROPOSAL FORM  
GROUND MAINTENANCE FOR GALVESTON COUNTY  
GALVESTON COUNTY, TEXAS**

THE FIRM OF: Kleco Mt Landscape Service  
 Address: 9680 AIRWAY Lane  
Galveston Texas 77554  
 FEIN (TAX ID): 457-13-8353

The following shall be returned with your proposal. Failure to do so may be ample cause for rejection of proposal as non responsive. It is the responsibility of the Proposer to ensure that Proposer has received all addenda.

- | Items:                                                                                                                   | Confirmed (X):                      |
|--------------------------------------------------------------------------------------------------------------------------|-------------------------------------|
| 1. References (if required)                                                                                              | _____                               |
| 2. Addenda, if any                                                                                                       | #1 _____ #2 _____ #3 _____ #4 _____ |
| 3. One (1) original and three (3) copies of submittal                                                                    | _____                               |
| 4. Proposal Form                                                                                                         | _____                               |
| 5. Vendor Qualification packet                                                                                           | _____                               |
| 6. Debarment Certification                                                                                               | _____                               |
| 7. Cashier's Check, Money Order or a proposal bond in the amount of five percent (5%) of the cost of the annual proposal | _____                               |
| 8. Payment Terms:                                                                                                        | _____ net 30 _____ Other            |

Person to contact regarding this proposal: Duik Apfl

Title: Owner Phone: 409 740 7767 Fax: \_\_\_\_\_

E-mail address: Duik Apfl @ yplco . com

Name of person authorized to bind the Firm: Duik Apfl

Signature:  Date: 8-1-13

Title: Owner Phone: 409 740 7767 Fax: \_\_\_\_\_

E-mail address: Duik Apfl @ yplco . com

**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) dated 8-1, 2013 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: Kleen Kut Landscape Service

Authorized Signature: RA on J

Name & Title Printed: RALPH APFEL JR / OWNER

Telephone No.: 409 740 7767 FAX No.:

E-Mail Address: Duke Apfel@yahoo.com

Date: 8/1/13

**EXCEPTIONS** (If no exceptions are taken, state NONE):

\_\_\_\_\_  
\_\_\_\_\_

*The remainder of this page intentionally left blank*

**PROPOSAL FORM**  
**GROUND MAINTENANCE FOR GALVESTON COUNTY**  
**GALVESTON COUNTY, TEXAS**

Proposer shall use this form to provide the information for notice.

1. Contact information for notice:

Name: Duke Apple  
Address: 9670 Airway Ln  
Galveston Tx 77551  
Telephone Number: 409 740 7767 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: Galveston County  
Name of Person: Butler  
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: \_\_\_\_\_

Name of Organization: \_\_\_\_\_  
Name of Person: \_\_\_\_\_  
Title of individual within Organization, if applicable: \_\_\_\_\_  
Business address: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_ Facsimile number: \_\_\_\_\_

List of Available Machinery and Equipment

Vendor: Kleen Kut Landscape Service

Project Area: \_\_\_\_\_

| Equipment Type | Cut Width     | No. of Units |
|----------------|---------------|--------------|
| JOHN Deere     | 60"           | 3            |
| EX-MARK        | 30"           | 1            |
| EX-MARK        | 21"           | 3            |
| Stihl          | Weedeater     | 6            |
| Stihl          | Blowers       | 3            |
| Stihl          | Hedge-trimmer | 2            |
| Edco           | Edges         | 3            |
| Edco           | CLAMSAWS      | 3            |
|                |               |              |
|                |               |              |
|                |               |              |
|                |               |              |
|                |               |              |

PRICING PROPOSAL SHEET

MAINLAND – NORTH

Attachment 4

All proposers are to submit pricing below in the task areas per location

| TASK                                                                                                                                                                    | LOCATION                                          |                                             |                                                    |                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------|---------------------------------------------|----------------------------------------------------|-----------------------------------------------|
|                                                                                                                                                                         | League City Annex<br>175 Pecan<br>League City, TX | Senior Center<br>2714 Hwy3<br>Dickinson, TX | Emergency<br>Mgmt.<br>1353 FM 646<br>Dickinson, TX | Auto Crimes<br>1620 Gill Rd.<br>Dickinson, TX |
| <b>Base Proposal<br/>TASK 1 Turf Care</b>                                                                                                                               | \$450. <sup>9</sup>                               | 100. <sup>9</sup>                           | 200. <sup>9</sup>                                  | \$150. <sup>2</sup>                           |
| Mowing, trimming,<br>Blowing, Litter<br>Removal, Trimming<br>of Shrubs (As<br>Needed), Weeding<br>of Beds,<br><b>Fertilization 2x<br/>Year: March and<br/>September</b> |                                                   |                                             |                                                    |                                               |
| <b>TASK 1 TOTAL</b>                                                                                                                                                     | \$14,400. <sup>9</sup>                            | 3,200 <sup>9</sup>                          | \$6,400. <sup>9</sup>                              | 4,800. <sup>9</sup>                           |
| <b>Base Proposal<br/>TASK 2 Color Bed</b>                                                                                                                               |                                                   |                                             |                                                    |                                               |
| Mulching 2x Year,<br>Color Change Out<br>2x Year, Tree<br>Trimming under 10'<br>(As Needed)                                                                             |                                                   |                                             |                                                    |                                               |
| <b>TASK 2 TOTAL</b>                                                                                                                                                     | \$450. <sup>9</sup>                               | —                                           | \$500. <sup>9</sup>                                |                                               |

31750

**PRICING PROPOSAL SHEET**

**MAINLAND- NORTH (continuation)**

**Attachment 4**

All proposers are to submit pricing below in the task areas per location

| TASK                                                                                                                                                                      | (To Be Demolished) LOCATIONS                       |                                                               |                                                                    |                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------|---------------------------------------------------------------|--------------------------------------------------------------------|------------------------------------------------------------------------|
|                                                                                                                                                                           | North County Annex<br>1301 FM 646<br>Dickinson ,TX | Juvenile Justice<br>Center<br>5500 Attwater<br>Texas City, TX | Animal Resource Center<br>3412 Loop 197 North<br>Texas City, Texas | Mid County Annex<br>9850 E.F. Lowry<br>Expressway<br>Texas City, Texas |
| <b>Base Proposal<br/>TASK 1 Turf Care</b>                                                                                                                                 |                                                    | \$250.00                                                      | \$250.00                                                           | \$300.00                                                               |
| Mowing, Trimming,<br>Blowing, Litter<br>Removal, Trimming<br>of Shrubs ( As<br>Needed), Weeding<br>of Beds ,<br><b>Fertilization 2x<br/>Year: March and<br/>September</b> |                                                    | \$2000.00                                                     | \$2000.00                                                          | \$9600.00                                                              |
| <b>TASK 1 TOTAL</b>                                                                                                                                                       | —                                                  | <del>\$250.00</del>                                           | <del>\$250.00</del> per                                            | <del>\$300.00</del>                                                    |
| <b>Base Proposal<br/>TASK 2</b>                                                                                                                                           | N/A                                                |                                                               |                                                                    |                                                                        |
| Mulching 2x Year<br>Color Change Out<br>2x Year, Tree<br>Trimming under<br>10' (As Needed)                                                                                |                                                    |                                                               |                                                                    |                                                                        |
| <b>TASK 2 TOTAL</b>                                                                                                                                                       | N/A                                                |                                                               | \$200.00                                                           | \$300.00                                                               |
|                                                                                                                                                                           |                                                    |                                                               |                                                                    |                                                                        |

26100

**PRICING PROPOSAL SHEET**

**MAINLAND – WEST**

**Attachment 3**

All proposers are to submit pricing below in the task areas per location

| TASK                                                                                                                                                         | LOCATION                                         |                                                            |                                                                     |                                                       |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------|------------------------------------------------------------|---------------------------------------------------------------------|-------------------------------------------------------|
|                                                                                                                                                              | West County Annex<br>11730 Hwy 6<br>Santa Fe, TX | Johnny Henderson<br>Bldg.<br>203 Vauthier<br>La Marque, TX | Texas City Courthouse<br>Annex<br>2510 Texas Ave.<br>Texas City, TX | Medical<br>Examiner<br>6607 FM 1764<br>Texas City, TX |
| <b>Base Proposal<br/>TASK 1 Turf Care</b>                                                                                                                    | \$ 200.00                                        | \$ 150.00                                                  | \$ 150.00                                                           | \$ 150.00                                             |
| Mowing, Trimming,<br>Blowing, Litter<br>Removal, Trimming<br>of Shrubs (As<br>Needed), Weeding of<br>Beds , Fertilization<br>2x Year: March<br>and September |                                                  |                                                            |                                                                     |                                                       |
| <b>TASK 1 TOTAL</b>                                                                                                                                          | \$6,400                                          | \$4,300.00                                                 | \$4,800.00                                                          | 4,800.00                                              |
| <b>Base Proposal<br/>TASK 2 Color Beds</b>                                                                                                                   |                                                  |                                                            |                                                                     |                                                       |
| Mulching 2x Year,<br>Color change 2x<br>Year,<br>Tree Trimming under<br>10' (As required)                                                                    |                                                  |                                                            |                                                                     |                                                       |
| <b>TASK 2 TOTAL</b>                                                                                                                                          |                                                  |                                                            |                                                                     |                                                       |

20800

**PRICING PROPOSAL SHEET**

**ISLAND GROUP**

**Attachment 5**

**All proposers are to submit pricing below in the task areas per location**

| TASK                                                                                                                                                                      | LOCATION                                 |                                                                        |                                           |                                               |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------|------------------------------------------------------------------------|-------------------------------------------|-----------------------------------------------|
|                                                                                                                                                                           | Courthouse<br>722 Moody<br>Galveston, TX | Galveston County<br>Senior<br>Center<br>2201 Avenue L<br>Galveston, TX | Facilities<br>1912 Sealy<br>Galveston, TX | Records Center<br>2001 Sealy<br>Galveston, TX |
| <b>Base Proposal<br/>TASK 1 Turf Care</b>                                                                                                                                 | <i>\$400.00 per</i>                      | <i>\$100.00 per</i>                                                    | <i>\$100.00 per</i>                       | —                                             |
| Mowing, Trimming,<br>Blowing, Litter<br>Removal, Trimming<br>of Shrubs (As<br>Needed), Weeding<br>of Beds ,<br><b>Fertilization 2x<br/>Year: March and<br/>September)</b> |                                          |                                                                        |                                           |                                               |
| <b>TASK 1 TOTAL</b>                                                                                                                                                       | <i>\$12,800</i>                          | <i>\$3,200.00</i>                                                      | N/A                                       | N/A                                           |
| <b>Base Proposal<br/>TASK 2 Color Bed</b>                                                                                                                                 |                                          |                                                                        |                                           |                                               |
| Mulching x2 year<br>Color change 2x<br>Year, Tree<br>Trimming under 10'<br>(As Needed)                                                                                    |                                          |                                                                        |                                           |                                               |
| <b>TASK 2 TOTAL</b>                                                                                                                                                       | <i>\$400.00</i>                          |                                                                        | N/A                                       | N/A                                           |

*13,200*

*5547.85*

**PRICING PROPOSAL SHEET**

**ISLAND GROUP (Continued)**

**Attachment 5**

**All proposers are to submit pricing below in the task areas per location**

| TASK                                                                                                                                                                     | LOCATION                                                                                          |  |  |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------|--|--|--|
|                                                                                                                                                                          | <b>Galveston County Justice<br/>Center<br/>601 54<sup>th</sup><br/>5700 Avenue H<br/>600 59th</b> |  |  |  |
| <b>Base Proposal<br/>TASK 1 Turf Care</b>                                                                                                                                |                                                                                                   |  |  |  |
| Mowing, Trimming,<br>Blowing, Litter<br>Removal, Trimming<br>of Shrubs (As<br>Needed), Weeding<br>of Beds,<br><b>Fertilization 2x<br/>Year: March and<br/>September)</b> |                                                                                                   |  |  |  |
| TASK 1 TOTAL                                                                                                                                                             | N/A                                                                                               |  |  |  |
| <b>Base Proposal<br/>TASK 2 Color Bed</b>                                                                                                                                |                                                                                                   |  |  |  |
| Mulching x2 year<br>Color change 2x<br>Year, Tree<br>Trimming under 10'<br>(As Needed)                                                                                   |                                                                                                   |  |  |  |
| TASK 2 TOTAL                                                                                                                                                             | N/A                                                                                               |  |  |  |

*Mulch Rings for Trees Care*

*2000*

*\$ 2000*

**PRICING PROPOSAL SHEET**

**BOLIVAR PENINSULA GROUP**

**Attachment 6**

**All proposers are to submit pricing below in the task areas per location**

| TASK                                                                                                                                                                      | LOCATION                                       |                                                                      |                                                                                        |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------------------------------------|----------------------------------------------------------------------------------------|
|                                                                                                                                                                           | AARP<br>1750 Hwy 87<br>Crystal Beach, TX 77650 | Crystal Beach Annex<br>946 Nobel Carl Dr.<br>Crystal Beach, TX 77650 | Crystal Beach Fire & EMS<br>Station<br>930 Noble Carl Drive<br>Crystal Beach, TX 77650 |
| <b>Base Proposal<br/>TASK 1 Turf Care</b>                                                                                                                                 | <del>\$200.</del>                              | <del>\$200.</del>                                                    | <del>\$150.</del>                                                                      |
| Mowing, Trimming,<br>Blowing, Litter<br>Removal, Trimming<br>of Shrubs (As<br>Needed), Weeding<br>of Beds ,<br><b>Fertilization 2x<br/>Year: March and<br/>September)</b> |                                                |                                                                      |                                                                                        |
| <b>TASK 1 TOTAL</b>                                                                                                                                                       | <u>6,400.</u>                                  | <u>6,400.</u>                                                        | <u>4,800.</u>                                                                          |
| <b>Base Proposal<br/>TASK 2 Color Bed</b>                                                                                                                                 |                                                |                                                                      |                                                                                        |
| Mulching x2 year<br>Color change 2x<br>Year, Tree<br>Trimming under 10'<br>(As Needed)                                                                                    |                                                |                                                                      |                                                                                        |
| <b>TASK 2 TOTAL</b>                                                                                                                                                       | <u>250</u>                                     | <u>250</u>                                                           | <u>—</u>                                                                               |

18 100

**AGENDA ITEM #29.b.**



## THE COUNTY OF GALVESTON

**RUFUS G. CROWDER, CPPO, CPPB**  
PURCHASING AGENT

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

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

August 14, 2013

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

### **Re: Request to Donate Surplus Vehicle**

Gentlemen,

It is requested that the Commissioners' Court grant authorization to donate a County surplus vehicle to the Jamaica Beach Volunteer Fire Department per guidelines referenced in the Texas Local Government Code, Section 263.152, Disposition, item (a), sub item (4), dispose of the property to a civic or charitable organization located in the county.

The equipment was prior approved on August 6, 2013 to be disposed of by public auction and is listed below:

- 2001 Ford F250 4x4 Truck

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

Attachment



## Jamaica Beach Volunteer Fire Department

5355 Jamaica Beach  
Galveston, Texas 77554

12 August, 2013

Charles Langford  
Galveston County Fleet Manager  
722 Moody  
Galveston, TX 77550

Dear Sir,

I would like to request the donation of the 2001 Ford F250 4X4 Mosquito truck that is currently surplus property of Galveston County. The Jamaica Beach VFD currently is responsible for water rescues on the West End of Galveston Island through our mutual aide contract with the Galveston Island Beach Patrol. We are in need of a tow vehicle for our jet ski that can get through the deep sand on the West End and this vehicle would suit our needs. As a volunteer fire department we are entirely funded by private donations, so a donation of a surplus vehicle would be of great assistance to our efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Kyle Baden", written over a horizontal line.

Kyle Baden  
Fire Chief  
Jamaica Beach Volunteer Fire Department

Cc:

David Popoff



FLEET PRE-AUCTION DISCLOSURE FORM

DATE: 7-15-13

To: Purchasing Department, Attention: Fixed Asset Property Manager

From: Fleet - Charles Langford
Fleet Manager Signature

Re: Pre-auction vehicle disclosure

Disposal of FAID No: 26761 Description: 2001 F250 Ford 4x4
MILEAGE 120613

Unit # C6101 Serial/VIN: 1FTNF21L01E858299

Reason for Disposal: AGE + CONDITION

Has this vehicle ever been in a wreck? Yes No (checked) If Yes, what year.

What type of damaged resulted from wreck?

List any engine issues: USES OIL

List any transmission issues: LEAK FLUID

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

Are all tires road-worthy? Yes (checked) No If No, please explain:

Is there a spare tire? Yes (checked) No Is the full jack present? Yes (checked) No

Other: MAKES NOISE IN 4 WHEEL DRIVE
BED SUPPORT RUSTING OUT FROM UNDER BED
TAIL GATE MISSING RUBBER PAD

PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS

PURCHASING DEPARTMENT USE ONLY

7/17/13
Date Form Processed

VICTOR BARKER
Fixed Asset Property Manager

**AGENDA ITEM #29.c.**



THE COUNTY OF GALVESTON

**RUFUS CROWDER, CPPO CPPB**  
PURCHASING AGENT

**GWEN MCLAREN, CPPB**  
ASST. PURCHASING AGENT

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

August 15, 2013

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

**Re: RFQ #B131024, SRL Program Home Elevation Services**

Gentlemen,

RFQ #B131024, SRL Program Home Elevation Services, was opened on August 13, 2013, and four (4) companies submitted qualification packages. All submittals were reviewed by the Evaluation Committee and the following contractors met the minimum qualifications requested in the solicitation document.

It is requested that the following contractors be authorized to participate in the current SRL program:

- Stonewater, Inc. Port Neches, Texas / Galveston, Texas
- DSW Homes, LLC Galveston, Texas / Beaumont, Texas
- RLN Industries, Inc. Hitchcock, Texas

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

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

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

**AGENDA ITEM #30.b.**

On this the 20th day of August, 2013 the Commissioners' Court of Galveston County, Texas convened in a regularly scheduled meeting with the following members thereof present:

**Mark A. Henry, County Judge;**  
**Ryan L. Dennard, Commissioner, Precinct No. 1;**  
**Kevin D. O'Brien, Commissioner, Precinct No. 2;**  
**Stephen D. Holmes, Commissioner, Precinct No. 3;**  
**Kenneth Clark, Commissioner, Precinct No. 4; and**  
**Dwight D. Sullivan, County Clerk**

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

**Whereas, Galveston County** has adopted the provisions of **V.T.C.A., Transportation Code Chapter 252 Subchapter D**, commonly known as the "**Optional County Road System**"; and

**Whereas**, under this form of road system the **Commissioners' Court** is the policy-making body and, in **Galveston County**, the **County Road Administrator** is the chief executive officer; and

**Whereas, V.T.C.A., Transportation Code §251.159** authorizes the **Commissioners' Court** to delegate to the **County Road Administrator** the powers given to the **Commissioners' Court** to adopt county traffic regulations as prescribed by **V.T.C.A., Transportation Code Chapter 251, Subchapter E**; and

**Whereas**, once authorized, the actions of the **County Road Administrator** have the same effect as if the action were an action of the **Commissioners' Court**; and

**Whereas**, by order entered on July 23, 2013 The **Commissioners' Court** delegated this authority to the **County Road Administrator**; and

**Whereas**, the **County Road Administrator** posted a Notice of Proposed Traffic Regulation to increase the speed limit on Algoa Friendswood Road from S.H. 6 northerly to the Santa Fe City Limits and from the Santa Fe City Limits northerly to F.M. 517 from 30 to 45 MPH and to install appropriate speed limit signs in the manner required by statute; and

**Whereas**, the **County Road Administrator** received at least one written notice for **Commissioners' Court** to conduct a public hearing on the proposed speed limit changes on Algoa Friendswood Road within eight days of posting of the Notice of Proposed Traffic Regulation; and

**Whereas, Commissioners' Court** instructed the **County Road Administrator** to publish,

in the form and in the places required by statute, notice of a public hearing on the proposed speed limit change for Algoa Friendswood Road to be held on August 20, 2013 at 1:30 p.m. at the Galveston County Court House; and

**Whereas, Commissioners' Court** conducted a public hearing at the date, time and place specified in the notices published by the **County Road Administrator**;

**Now, Therefore Be it Ordered as follows:**

1. **Commissioners' Court**, having considered the request by the **County Road Administrator** to change the speed limit on Algoa Friendswood Road from 30 to 45 MPH, as well as evidence and information presented during the public hearing conducted on August 20, 2013 at the Galveston County Court House, has deliberated and finds that a proper speed limit for Algoa Friendswood Road from S.H. 6 northerly to the Santa Fe City Limits and from the Santa Fe City Limits northerly to F.M. 517 should be \_\_\_\_\_ MPH.

2. The **County Road Administrator** shall install appropriate speed limit signs to give effect to this change, which shall take effect upon installation of these signs.

**Upon Motion Duly Made and Seconded** the above Order was passed this 20<sup>th</sup> day of August, 2013.

**County of Galveston, Texas**

**By:** \_\_\_\_\_  
**Mark A. Henry, County Judge**

**Attest:**

\_\_\_\_\_  
**Dwight D. Sullivan**  
**County Clerk**

Depts/Road/Order setting speed limit – Algoa Friendswood Road – 08-20-2013

**AGENDA ITEM #31.a.1.**



## 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



June 18, 2013

Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

RE: Request for Waiver/Refund of Penalty & Interest  
Account No.: 4876-0001-0025-000  
Greater Life Church

Dear Judge Henry:

Greater Life Church is requesting a waiver or refund of penalty and interest on the account referenced above. The property was previously tax exempt but the property was transferred to Mr. Mark Hughes temporarily for refinancing purposes which caused the exemption to be removed. Since that time the customer states the property has been transferred back to the Church's name.

According to the Texas Property Tax Code Section 11.20(a) "An organization that qualifies as a religious organization as provided by Subsection (c) is entitled to an exemption from taxation if:

- (1) the real property that is owned by the religious organization, is used primarily as a place of regular religious worship, and is reasonably necessary for engaging in religious worship."

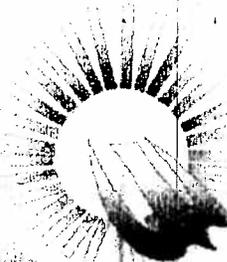
Amount of Waiver/Refund Requested: \$ 42.97 (Refund)

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E. Johnson, RTA

X



G R E A T E R  
**Life**  
C H U R C H

April 24, 2013

Ms. Cheryl Johnson  
Galveston County Tax Assessor  
P O Box 1169  
Galveston, Texas 77553

Dear Ms. Johnson:

We would like to request a waiver of penalties and interest for assessed taxed for CAD Account #4876-0001-0025-00, property at 5110 Sandy Meadow Lane, League City, Texas.

This property is normally exempt from tax under religious organizations exemptions. Ownership was briefly transferred from Greater Life Church into Mark Hughes' name solely for the purpose of refinancing. It was then transferred back to Greater Life Church. We believed that the taxes were not due, and have been in the process of trying to resolve the issue, thereby making the payment for the taxes delinquent.

We appreciate your consideration in refunding the interest and penalties for this account.

Sincerely,

Debra Gibson  
Secretary

1655 FM 528 • P. O. Box 58763 • Webster, Texas 77598  
Pastor: Mark Hughes • [www.greaterlife.cc](http://www.greaterlife.cc)





G R E A T E R  
*Life*  
C H U R C H

March 26, 2013

Ms. Cheryl Johnson  
Galveston County Tax Assessor  
P O Box 1169  
Galveston, TX 77553

Dear Ms. Johnson:

Greater Life Church is still in ownership of the property at 5110 Sandy Meadow, League City, Texas. Ownership was briefly transferred into Mark Hughes' name solely for the purpose of refinancing and was then transferred back to Greater Life Church.

Thank you for your help in this matter.

Sincerely,

A handwritten signature in cursive script that reads "Debra Gibson".

Debra Gibson  
Secretary

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Eglilements Accounts Statements Window

ORACLE

Prev Acc Mod Acc Prev Owner Next Owner Acct History Acct Summary Jobs Documents Go To:

EVANS\_E  
ACT8006 v1.235 06/18/2013 12:53:29  
GCTO\_PROD

STATUS DETAIL Expand Fees Summary

Account Information Account No. 487600010025000 Roll Code REAL PROPERTY Tax Units Tax Unit Description Tax Unit, Yr, Rec. Type Tax Unit

Certified On ACTES Account No. 487600010025000

Address L EVANS\_E 06/18/2013 12:55:10  
Amount as of ACTNOTES v1.10 GCTO\_PROD

Account Number 487600010025000

| Year | Appr | Seq No.  | Entry Date | Operator ID | Note                                                               | Msg | Expre Date |
|------|------|----------|------------|-------------|--------------------------------------------------------------------|-----|------------|
| 2012 |      | 31228872 | 05/03/2013 | BATCH_REQU  | REFUND GENERATED DUE TO DELINQUENCY DATE UPDATE                    |     | 01/01/2020 |
| 2011 |      | 31083463 | 04/03/2013 | LEMONS_E    | JAN 2013 NAO STMT BATCH: 2012 STMT: GREATER LIFE CHURCH OF C.CSTM  |     |            |
| 2010 |      | 30985301 | 04/02/2013 | LEMONS_E    | 2012 SUPP#5 STMT BATCH: 2012 STMT: GREATER LIFE CHURCH OF CLI CSTM |     |            |
| 2009 |      | 30988261 | 03/26/2013 | SUPP        | 2012 SUPP#5                                                        |     |            |
| 2008 |      | 30958120 | 03/26/2013 | SUPP        | TAX YEAR = 2012, REVISION CODE = 12SS, CAD SEQ = 46178 - CORREC    |     |            |
| 2007 |      | 30720299 | 03/26/2013 | JOHNS       |                                                                    |     |            |
| 2006 |      | 30720298 | 02/26/2013 | LEMONS      |                                                                    |     |            |
| 2005 |      | 30720062 | 02/26/2013 | LEMONS      |                                                                    |     |            |
| 2004 |      |          |            |             |                                                                    |     |            |

Last Paymer Date Last Payer

Save

View Note

TAX YEAR = 2012, REVISION CODE = 12SS, CAD SEQ = 46178 - CORRECTION TO SUPPLEMENT #4; REMOVE FULL EX AS OF 10/31/12

Print Window Close Window

start Snagit... Oracle... Appra... Inbox... Adobe... Micros... NewFo... 12:57 PM

# Roll Corrections Report

GALVESTONCAD

Tax Year: 2012 Sorted by: Property ID As of: Supplement 5 Taxing Units: C30, C31, C32, C33, C34, C36, C37, C38, C40, C46, C54, C56, C58, D01, D02, F01, GGA, J01, J05, M04, M05, M07, M09, M12, M18, N01, RFL, S10, S11, S13, S14, S15, T01, T02, T03, T04, T05, T06, T07, T08, T09, T10, T11, T12, T13, W01, W03, W04

## Appraisal

| IDs and Owner Information                                                                           |  | Property Description                                                                                                                                                                                                                                                                                                                                    | Current Values           |                                                                                          | Prior Values                                                                         | Gain/Loss                                                                                    |
|-----------------------------------------------------------------------------------------------------|--|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------|------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------|
| PID: 4876-0001-0025-000<br>QID: R394122                                                             |  | MAGNOLIA CREEK SEC 3 (2000) ABST 607, BLOCK 1, LOT 25, ACRES 0.217                                                                                                                                                                                                                                                                                      | Land HS<br>Imp HS        | 44,990<br>259,610                                                                        | 44,990<br>259,610                                                                    | 0<br>0                                                                                       |
| HUGHES, MARK A & CECILIA<br>5110 SANDY MEADOW LN<br>LEAGUE CITY, TX 77573<br><br>Owner ID: O508827  |  | Situs: 5110 SANDY MEADOW LN<br>Taxing Units: GGA, T01, CAD, S16, RFL, C40<br>Active Exemptions: PRO<br>Change Reason: CHANGE<br>Land State Code: A1<br>Improvement State Code: A1<br>Supplement Code: CPREX - Prorated Exemptions<br>Comment: CORRECTION TO SUPPLEMENT #4; REMOVE FULL EX AS OF 10/31/12<br>PRO: EffDate 01/01/2012 TermDate 10/31/2012 | C40<br>GGA<br>RFL<br>T01 | Assessed<br>Taxable<br>Assessed<br>Taxable<br>Assessed<br>Taxable<br>Assessed<br>Taxable | 304,600<br>52,575<br>304,600<br>52,575<br>304,600<br>52,575<br>304,600<br>52,575     | -1,669<br>0<br>-1,669<br>0<br>-1,669<br>0<br>-1,669                                          |
| PID: 4877-0003-0005-000<br>QID: R394156<br><br>* Owner Removed                                      |  | MAGNOLIA CREEK SEC 4 PH 1 (2000) ABST 607, BLOCK 3, LOT 5, ACRES 0.329                                                                                                                                                                                                                                                                                  | Land HS<br>Imp HS        | 0<br>0                                                                                   | 55,820<br>302,630                                                                    | 0<br>0                                                                                       |
| RATLIFF, CYNTHIA LYNN<br>5213 RAVENCREEK CT<br>LEAGUE CITY, TX 77573<br><br>Owner ID: O528580       |  | Situs: 5213 RAVENCREEK CT<br>Taxing Units: GGA, T01, CAD, S16, RFL, C40<br>Active Exemptions: HS<br>Change Reason: CHANGE<br>Land State Code: A1<br>Improvement State Code: A1<br>Supplement Code: COWN - Correction Of Ownership<br>Comment: CORR OWNERSHIP FOR 2012                                                                                   | C40<br>GGA<br>RFL<br>T01 | Assessed<br>Taxable<br>Assessed<br>Taxable<br>Assessed<br>Taxable<br>Assessed<br>Taxable | 358,450<br>322,605<br>358,450<br>286,760<br>358,450<br>283,760<br>358,450<br>358,450 | -358,450<br>-322,605<br>-358,450<br>-286,760<br>-358,450<br>-283,760<br>-358,450<br>-358,450 |
| PID: 4877-0003-0005-000<br>QID: R394156<br><br>* Owner Added                                        |  | MAGNOLIA CREEK SEC 4 PH 1 (2000) ABST 607, BLOCK 3, LOT 5, ACRES 0.329                                                                                                                                                                                                                                                                                  | Land HS<br>Imp HS        | 55,820<br>302,630                                                                        | 0<br>0                                                                               | 0<br>0                                                                                       |
| ENGLEMAN, LAWRENCE & JULIE<br>5213 RAVENCREEK CT<br>LEAGUE CITY, TX 77573<br><br>Owner ID: O0070620 |  | Situs: 5213 RAVENCREEK CT<br>Taxing Units: GGA, T01, CAD, S16, RFL, C40<br>Active Exemptions:<br>Change Reason: CHANGE<br>Land State Code: A1<br>Improvement State Code: A1<br>Supplement Code: COWN - Correction Of Ownership<br>Comment: CORR OWNERSHIP FOR 2012                                                                                      | C40<br>GGA<br>RFL<br>T01 | Assessed<br>Taxable<br>Assessed<br>Taxable<br>Assessed<br>Taxable<br>Assessed<br>Taxable | 358,450<br>358,450<br>358,450<br>358,450<br>358,450<br>358,450<br>358,450<br>358,450 | 358,450<br>358,450<br>358,450<br>358,450<br>358,450<br>358,450<br>358,450<br>358,450         |

# Ownership Change Report

GALVESTONCAD

Date Range: 01/01/2013 - 01/31/2013      Sorted by: Property ID      Property Types: ALL  
 Taxing Units: C30, C31, C32, C33, C34, C36, C37, C38, C40, C46, C54, C56, C58, D01, D02, F01, GGA, J01, J05, M04, M05, M07, M09, M12, M18, N01, RFL, S10, S11, S13, S14, S15, T01, T02, T03, T04, T05, T06, T07, T08, T09, T10, T11, T12, T13, W01, W03, W04

| Quick-Ref ID/Property ID                                                                                                                             | Legal Description                                                                                                                                                                                                   | Taxing Units                                                                                         |
|------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|
| QID: R394122<br>PID: 4876-0001-0025-000<br>Owner Chg Reason: OWN<br>Owner Chg Date: 01/23/13<br>Name/Addr Chg Rsn: RES<br>Name/Addr Chg Dt: 01/22/13 | MAGNOLIA CREEK SEC 3 (2000) ABST 607, BLOCK 1, LOT 25, ACRES 0.217<br><br>Current Owner Information O536407<br>GREATER LIFE CHURCH OF CLEAR LAKE INC<br>PO BOX 58763<br>WEBSTER, TX 77598-8763<br><br>Secured: NO   | GGA, T01, CAD, S16, RFL, C40<br><br>Instrument: 2012061675<br>Deed Date: 12/30/12<br>Inst. Type: SWD |
| QID: R394142<br>PID: 4877-0001-0014-000<br>Owner Chg Reason: OWN<br>Owner Chg Date: 01/14/13<br>Name/Addr Chg Rsn: RES<br>Name/Addr Chg Dt: 01/14/13 | MAGNOLIA CREEK SEC 4 PH 1 (2000) ABST 607, BLOCK 1, LOT 14, ACRES 0.341<br><br>Current Owner Information O376855<br>BERGERON BRIAN & KAMALA KAE<br>5304 BLUE CYPRESS LN<br>LEAGUE CITY, TX 77573<br><br>Secured: NO | GGA, T01, CAD, S16, RFL, C40<br><br>Instrument: 2012060263<br>Deed Date: 10/25/12<br>Inst. Type: SWD |
| QID: R406041<br>PID: 4877-0002-0006-000<br>Owner Chg Reason: NEW<br>Owner Chg Date: 01/22/13<br>Name/Addr Chg Rsn: NEW<br>Name/Addr Chg Dt: 01/22/13 | MAGNOLIA CREEK SEC 4 PH 2 (2002) ABST 607, BLOCK 2, LOT 6, ACRES 0.237<br><br>Current Owner Information O0007467<br>RITCHIE ANDREW & KRISTEN<br>432 ABBEY LN<br>LEAGUE CITY, TX 77573<br><br>Secured: NO            | GGA, T01, CAD, S16, RFL, C40<br><br>Instrument:<br>Deed Date:<br>Inst. Type:                         |
| QID: R394156<br>PID: 4877-0003-0005-000<br>Owner Chg Reason: NEW<br>Owner Chg Date: 01/10/13<br>Name/Addr Chg Rsn: NEW<br>Name/Addr Chg Dt: 01/10/13 | MAGNOLIA CREEK SEC 4 PH 1 (2000) ABST 607, BLOCK 3, LOT 5, ACRES 0.329<br><br>Current Owner Information O0070620<br>ENGLEMAN LAWRENCE & JULIE<br>5213 RAVENSCREEK CT<br>LEAGUE CITY, TX 77573<br><br>Secured: NO    | GGA, T01, CAD, S16, RFL, C40<br><br>Instrument:<br>Deed Date:<br>Inst. Type:                         |
| QID: R406089<br>PID: 4877-0004-0023-000<br>Owner Chg Reason: TPR<br>Owner Chg Date: 01/25/13<br>Name/Addr Chg Rsn: TPR<br>Name/Addr Chg Dt: 01/25/13 | MAGNOLIA CREEK SEC 4 PH 2 (2002) ABST 607, BLOCK 4, LOT 23, ACRES 0.256<br><br>Current Owner Information O424338<br>FERRELL SAMUEL B & HELEN<br>5311 SOUTHCHASE LN<br>LEAGUE CITY, TX 77573<br><br>Secured: NO      | GGA, T01, CAD, S16, RFL, C40<br><br>Instrument:<br>Deed Date:<br>Inst. Type:                         |



# Mark Henry

County Judge  
County of Galveston

Galveston County Courthouse  
722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis  
Executive Assistant

July 22, 2013

Greater Life Church  
Attention: Debra Gibson  
P.O. Box 58763  
Webster, Texas 77598-8763

*Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges  
on Account No. 4876-0001-0025-000.*

Dear Ms. Gibson:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for August 20, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1<sup>st</sup> floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink that reads "Mark Henry Dgm".

Mark Henry

MH/dgm

**AGENDA ITEM #31.a.2.**



# 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



June 18, 2013

Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty & Interest  
Allan Evans  
2431-0005-0047-000

Dear Judge Henry:

The property owner is requesting a waiver or refund of penalty and interest and states that his property was in a trust for his son. He had given money to his wife to pay the taxes however she never paid them.

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 Central Appraisal District.

| <u>Year</u> | <u>Waiver/Refund</u> |
|-------------|----------------------|
| 2008        | \$690.04             |
| 2009        | \$1025.08            |
| 2010        | \$1603.87            |
| 2011        | \$1393.96            |
| Total       | \$4712.95            |

Sincerely,

Cheryl E. Johnson, RTA

November 27, 2012

Honorable Judge Mark Henry

722 Moody, Ste 200

Galveston, TX 77550

Allan Evans

3026 Cedar Wing Ct

Missouri City, TX 77489

RE: 715 Chase Point Circle Bacliff, TX 77518

Property Description: ABST 88 A HATCH SUR LOT 47 BLK 5 CHASE PARK SEC 4 (2004)

Tax Office Acct No.: 2431-0005-0047-000

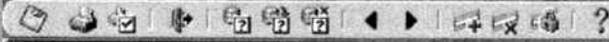
Dear Honorable Judge Henry:

This property is listed in Trust to my son, Allan Hernando Evans. I established this trust prior to my relocation from California to Texas. Since the house was purchased in 2008, monies were given to my then wife to take care of the tax payments. During the separation and divorce, she did not take care of the property taxes although she was living in the home with our son and was given money to pay this responsibility. Now that the divorce decree is final, I wish to settle this tax issue as soon as possible. I have been in transition between establishing a new home and finding long-term employment due to the contractual nature of the construction industry. During this time, I have been in contact with the tax office and making regular monthly payments. I would greatly appreciate any consideration you may give to my due diligence in addressing this matter and respectfully request your assistance with reducing any penalties and/or interest so that I can resolve this matter in full by the end of the year and move forward with my life and my son's future.

Best regards,



Allan Everett Evans



Account Status

Prev Acc... Next Acc... Prev Owner Next Owner Acct History Acct Summary Notes Documents Go To:

DOMINICK L ACCOUNT NO(243100050047000): RETURN MAIL - 2011 MAY LETTER - UNDELIVERABLE 06/18/2013 14:32:18  
 ACT8006 v1.235 GCTO\_PROD

STATUS DETAIL Expand Fees Summary

**Account Information**  
 Account No. 243100050047000 Roll Code REAL PROPERTY  
 Certified Owner ALLAN HERNANDO EVANS TRUST  
 Address Line ALLAN E EVANS II AS TRUSTEE  
 Amount Due as of 06/18/2013 Owner No. 0

**Tax Units**  
 Tax Unit Description  
 List of Tax Units  
 2 211 605 704  
 AS INCLUDED  Remove fees  Countywide

**Tax Unit, Yr, Rec. Type**  
 Tax Unit  
 Year  
 Rec. Type

**Amount Due/Paid Information**

| Year          | Appr. Value | H | O | V | D | Exemption | Base Levy          | Paid Levy          | Write-Off     | Remaining Levy    | Fees              | Refund        | Amount Due        |
|---------------|-------------|---|---|---|---|-----------|--------------------|--------------------|---------------|-------------------|-------------------|---------------|-------------------|
| 2012          | \$153,880   | Y | 0 |   |   | Exemption | \$3,615.97         | \$1,836.61         | \$0.00        | \$1,777.36        | \$155.61          | \$0.00        | \$1,933.17        |
| 2011          | \$153,860   | Y | 0 |   |   | Exemption | \$3,637.33         | \$3,637.33         | \$0.00        | \$0.00            | \$1,393.96        | \$0.00        | \$0.00            |
| 2010          | \$153,860   | Y | 0 |   |   | Exemption | \$3,648.31         | \$3,648.31         | \$0.00        | \$0.00            | \$1,603.87        | \$0.00        | \$0.00            |
| 2009          | \$153,860   | Y | 0 |   |   | Exemption | \$3,627.00         | \$3,627.00         | \$0.00        | \$0.00            | \$1,025.08        | \$0.00        | \$0.00            |
| 2008          | \$159,130   | Y | 0 |   |   | Exemption | \$3,639.51         | \$3,639.51         | \$0.00        | \$0.00            | \$690.04          | \$0.00        | \$0.00            |
| 2007          | \$159,130   | Y | 0 |   |   | Exemption | \$3,571.72         | \$3,571.72         | \$0.00        | \$0.00            | \$0.00            | \$0.00        | \$0.00            |
| 2006          | \$159,130   | Y | 0 |   |   | Exemption | \$4,046.41         | \$4,046.41         | \$0.00        | \$0.00            | \$0.00            | \$0.00        | \$0.00            |
| 2005          | \$27,800    |   | 0 |   |   |           | \$826.43           | \$826.43           | \$0.00        | \$0.00            | \$0.00            | \$0.00        | \$0.00            |
| 2004          | \$19,460    |   | 0 |   |   |           | \$557.66           | \$557.66           | \$0.00        | \$0.00            | \$0.00            | \$0.00        | \$0.00            |
| <b>Totals</b> |             |   |   |   |   |           | <b>\$27,170.34</b> | <b>\$25,392.98</b> | <b>\$0.00</b> | <b>\$1,777.36</b> | <b>\$4,968.76</b> | <b>\$0.00</b> | <b>\$1,933.17</b> |

Last Payment Date  
 Last Payer **Alert**



# Mark Henry

County Judge  
County of Galveston

Galveston County Courthouse  
722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis  
Executive Assistant

July 22, 2013

Allan Evans  
3026 Cedar Wing Court  
Missouri City, Texas 77489

*Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges  
on Account No. 2431-0005-0047-000.*

Dear Mr. Evans:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for August 20, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1<sup>st</sup> floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink that reads "Mark Henry" followed by a stylized monogram "Dgw".

Mark Henry

MH/dgm

**AGENDA ITEM #31.a.3.**



# 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



June 24, 2013

Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty & Interest  
Leo Dickson  
5397-0003-0003-000

Dear Judge Henry:

Mr. Dickson states that he paid his quarter payment timely through his automated bill pay. However, he was unaware that his bank no longer allows their account holders to pay government entities through automatic pay. His payment was returned to him at a later date.

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 Central Appraisal District.

| <u>Account</u>     | <u>Year</u> | <u>Waiver/Refund</u> |
|--------------------|-------------|----------------------|
| 5397-0003-0003-000 | 2012        | \$25.81              |

Sincerely,

Cheryl E. Johnson, RTA

Dwight D Sullivan  
County Clerk  
Galveston County  
P.O. Box 17253  
Galveston, Texas 77552-7253

May 28, 2013

Dear Mr. Sullivan:

I am a resident of Galveston County residing at 305 Winding Oak Lane South, League City, Texas, 77573. I have been paying my county taxes for several years using my bank which is JSC Federal Credit Union. The payments were made through the Bill Pay feature of the bank.

I was informed recently (4-29-13) by a line message that the Merchant Services Department has blocked my ability to use this feature for paying my county taxes. Now the payment policy excludes all government entities for the purpose of paying taxes.

Since I am over 65 years of age, I have been paying my taxes in quarterly increments. I made a payment of \$322.66 through the Bill Pay system on 3-25-13 unaware that the Bill Pay feature had been removed for paying my county taxes. I made this payment in good faith in order to have the payment there by the due date. A refund for \$322.66 was made to my account on 4-26-13. I was unaware that the payment for the taxes had been returned.

When I was informed by Bill Pay messages (see attachments) from the credit union regarding what had occurred, I went immediately to the Galveston Annex in League City to make payment of \$344.66 for my taxes. I was informed that since I was late in paying my taxes, I would be assessed a penalty plus interest of \$25.81.

Since I made payment of the county taxes in good faith and before the due date through my Bill Pay feature which I did not know was going to be blocked. I am asking for the late fee plus interest to be refunded.

Sincerely,



Leo R. Dickson  
305 Winding Oak Lane South  
League City, Texas 77573  
281 389-8566

Attention: 5 enclosed pages

**RECEIVED**

MAY 04 2013

**COLLECTIONS**

# Read Message

[Print](#) | [Cancel](#)

## Message

Date : 04/26/2013 03:03 PM

Subject : Important Payment Notification

From : JSC Federal Credit Union

Message : Dear LEO R DICKSON

This message is in reference to a payment you requested to the following payee:

|                        |                   |
|------------------------|-------------------|
| Payee Name:            | Galveston Co. Tax |
| Account #:             | *--000            |
| Amount:                | \$322.66          |
| Original Payment Date: | 03/25/13          |
| Refund Date:           | 04/26/13          |

The payment was returned to us because the account information for this payee is insufficient or invalid. It was also determined that this is a prohibited payee. Our payment policy excludes payments to government entities for the purpose of paying taxes, child support, fines, fees or other court ordered payments, collection agencies, and payments to payees outside the United States. This payee has been removed from your payee list along with any future scheduled payments. The amount listed above has been refunded to your bill pay account. Please allow two business days for posting. We appreciate this opportunity to serve you and apologize for any inconvenience this may cause. Please contact us if you have any questions concerning this transaction. Please reference Claim Number 618294919-1 in your communication.

Payment Processing Center

- 
- Date : 04/29/2013 10:58 AM
  - Subject : Important Payee Notification
  - From : JSC Federal Credit Union
  - Message :

04/29/2013 10:57 AM

Payee Notification

Dear Leo R Dickson

Your Payee with nickname Galveston Co. Tax, has been deleted due to a discrepancy with the following information:

The Merchant Services Department has detected that this payee was associated with an excluded merchant and contacted the merchant to verify that this is a "prohibited payee". Our payment policy excludes payments to government entities or individuals for the purpose of paying taxes, child support, fines, fees (or other court directed payments), collection agencies and payees outside of the United States.

Payments to government entities for utility services such as water and sewer are permitted. If this payee is associated with utility services, please submit a new Add Payee request and select the appropriate Payee Type from the drop down list or add the description to the payee name (for example: City of Denver-water).

Please click on Payment Activity to see if any payments you requested for this payee were affected by this discrepancy:

1) If you see that the payment has processed, you will need to re-add the payee with corrected information so that future payments can be made, if appropriate based on the information provided above.

2) If the payment does not show as processed, or if you do not see the payment listed at all, the discrepancy was detected before your payment was remitted and no payment was sent to your payee. Please re-add the payee and payment, if appropriate based on the information provided above.

If you have any questions regarding this notification, please call or email Customer Care.  
Sincerely,

Phong Khomphengchanh  
Payee Representative



# Mark Henry

County Judge  
County of Galveston

Galveston County Courthouse  
722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis  
Executive Assistant

July 22, 2013

Leo Dickson  
305 Winding Oak Lane South  
League City, Texas 77573

*Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges  
on Account No. 5397-0003-0003-000.*

Dear Mr. Dickson:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for August 20, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1<sup>st</sup> floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink that reads "Mark Henry Dgm".

Mark Henry

MH/dgm

**AGENDA ITEM #31.a.4.**



# 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



July 1, 2013

Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

RE: Request for Waiver/Refund of Penalty & Interest  
Account No: 7763-0000-0010-000  
Petitfils, Evelyn

Dear Judge Henry:

Ms. Petitfils is requesting a waiver or refund of penalty and interest on the account referenced above. The property owner's intention was to pay the taxes in four installments however the first payment was not received timely. Although an online statement and the "friendly reminder notice" were provided in February, it was March before Ms. Petitfils contacted our office, thus we were unable to offer her re-establishment of installments.

Texas Property Tax Code Section 31.031 states the following:

- (a) If before the delinquency date an individual who is disabled or at least 65 years of age and is qualified for an exemption under Section 11.13 (c) pays at least one fourth of a taxing unit's taxes imposed on property that the person owns and occupies as a residence homestead, accompanied by notice to the taxing unit that the person will pay the remaining taxes in installments, the person may pay the remaining taxes without penalty or interest in three equal installment. The first installment must be paid before April 1, the second installment before June 1, and the third installment before August 1.

Amount of Waiver/Refund Requested: \$ 115.75 (Refund)

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E. Johnson, RTA

3/19/13

\*

To Honorable Judge Henry,

The tax office said a letter was sent out stating what I owed, but I did not receive a letter. I also wrote the tax office to send me the amount I owed.

I would please ask you to waive the penalties and interest due. I am a widow 88 years old and on retirement.

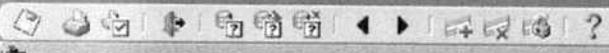
I also ask that the rest that I owe be paid quarterly, as it has been in the past.

RECEIVED  
FEB 21 2013  
Thank you very much.

GALVESTON COUNTY JUDGE

Evelyn Pettiford  
 4302 Sherman  
 Galv., Tx 77550

Acct. # 7763-000-0010-000



Account Status

Prev. Acc. Next Acc. Prev. Owner Next Owner Acct. History Acct. Summary **Details**

Go To:

KELLYM  
ACT8006 v1.234

05/03/2013 11:06:55  
GCTO\_PROD

**STATUS DETAIL** Expand Fees Summary

**Account Information**

Account No. 77630000010000 Roll Code REAL PROPERTY

**Tax Units** Tax Unit Description Tax Unit, Yr, Rec. Type

List of Tax Units Tax Unit

Certified Owner: **NOTED** Account No. 77630000010000

Address L: KELLYM  
Amount C: ACTNOTES v1.9  
as of: Account Number **77630000010000**

05/03/2013 11:07:31  
GCTO\_PROD

| Year | Appr | Seq No.  | Entry Date | Operator ID | Note                                                                                        | Msg | Expire Date |
|------|------|----------|------------|-------------|---------------------------------------------------------------------------------------------|-----|-------------|
| 2012 |      | 31141863 | 04/16/2013 | ANDERS_C    | DELQ STMT - DETAIL: ARNOLD & EVELYN PETITFILS TRUST, 4302 SHERI DSTM                        |     |             |
| 2011 |      | 30897975 | 03/12/2013 | LEMONS_E    | A DEFERRAL HAS BEEN GRANTED ON THIS ACCOUNT IN THE NAME OF E                                |     |             |
| 2010 |      | 30897974 | 03/11/2013 | BATCH_REQU  | 2012 DELINQUENT POSTCARD REMINDER                                                           |     | 01/01/2099  |
| 2009 |      | 30528977 | 02/07/2013 | VARGAS_D    | ONLINE: 2012 STMT: PETITFILS A F & EVELYN TRUSTEES, ARNOLD & EV CSTM                        |     |             |
| 2008 |      | 27859337 | 08/10/2012 | LEMONS_E    | DELINQUENT NOTICE: PETITFILS A F & EVELYN TRUSTEES, ARNOLD & E'OSTM                         |     |             |
| 2007 |      | 21061197 | 02/17/2011 | DAWN        | View Note                                                                                   |     |             |
| 2006 |      | 18669166 | 10/20/2010 | STMT5       | A DEFERRAL HAS BEEN GRANTED ON THIS ACCOUNT IN THE NAME OF EVELYN PETITFILS AS OF 3-5-2013. |     |             |
| 2005 |      | 14880830 | 11/09/2008 | STMT7       |                                                                                             |     |             |

Last Paymer Date:   
Last Payer: PETITFILS A F & EVELYN TRUSTEE

Buttons: Save, Print Window, Close Window

**CHERYL E. JOHNSON, RTA**Galveston County Tax Assessor Collector  
722 Moody, Galveston, Texas 77550  
(Toll Free) 877-766-2284 or 409-766-2481**2012 Consolidated Tax Statement**Property Location: 4302 SHERMAN 77550  
Acreage .1870  
Legal Description:  
ABST 628 PAGE 109 LOT 10 YEAGER SUB

ACCOUNT #: 776300000010000

CAD #: R109584

T0063-0159-D06464800020036

PETITFILS A F & EVELYN TRUSTEES  
ARNOLD & EVELYN PETITFILS TRUST  
4302 SHERMAN BLVD  
GALVESTON TX 77550-8517Appraised Land Value: \$36,720  
Improvements/Personal Property Value: + \$117,570  
Total Market Value: \$154,290  
Homestead Cap Adjustment:  
MTG/Agent:  
Sales Tax Savings: \$123.09  
Assessment Ratio: 100%

| Entity                      | Market Value | - Exemptions | = Taxable Value + 100 | x Tax Rate | = Total Taxes |
|-----------------------------|--------------|--------------|-----------------------|------------|---------------|
| GALVESTON CO                | \$154,290    | \$90,858     | \$63,432              | .59991500  | \$280.57      |
| ROAD & FLOOD                | \$154,290    | \$90,858     | \$63,432              | .00885500  | \$5.62        |
| GALVESTON ISD               | \$154,290    | \$55,858     | \$98,432              | 1.1650000  | \$350.60      |
| GALV CITY                   | \$154,290    | \$45,858     | \$108,432             | .55400100  | \$489.96      |
| GALVESTON COMM COLLEGE DIST | \$154,290    | \$40,858     | \$113,432             | .18940000  | \$214.84      |
| NAVIG DIST #1               | \$154,290    | \$40,858     | \$113,432             | .04661800  | \$52.88       |

**TOTAL 2012 TAXES (may include rendition penalty or reflect applied escrow payment if applicable): \$1,394.47**

CURRENT EXEMPTIONS: HOMESTEAD, OVER 65

Should you have questions regarding the exemptions or wish to update address or ownership information, contact the Galveston Central Appraisal District at 1-866-277-4725 or the Harris County Appraisal District at 713-957-7800 (depending on the county where located).

**PAYMENT OPTIONS\***

\*Please contact your mortgage company before participating in split/half or quarterly payment plans – your deed of trust may not allow it

**1. Payment in Full (by month) Due by January 31, 2013**

| Month               | 2012 Taxes | Delinquent | Total Due  | Month                                               | 2012 Taxes | Delinquent | Total Due  |
|---------------------|------------|------------|------------|-----------------------------------------------------|------------|------------|------------|
| If paid in October  | \$1,394.47 | \$ .00     | \$1,394.47 | If paid in January                                  | \$1,394.47 | \$ .00     | \$1,394.47 |
| If paid in November | \$1,394.47 | \$ .00     | \$1,394.47 | If paid in February                                 | \$1,492.08 | \$ .00     | \$1,492.08 |
| If paid in December | \$1,394.47 | \$ .00     | \$1,394.47 | Delinquent taxes are due for tax years: 0000 - 0000 |            |            |            |

**2. Split Payment Plan with First Half Due by November 30, 2012 (except for Non-Split Entities)**

| Entity                                                  | Amount Due      |
|---------------------------------------------------------|-----------------|
| GALVESTON CO                                            | \$280.57        |
| ROAD & FLOOD                                            | \$5.62          |
| GALVESTON ISD                                           | \$350.60        |
| GALV CITY                                               | \$489.96        |
| GALVESTON COMM COLLEGE DIST                             | \$214.84        |
| NAVIG DIST #1                                           | \$52.88         |
| <b>1<sup>ST</sup> payment due by November 30, 2012:</b> | <b>\$697.24</b> |
| <b>2<sup>ND</sup> payment due by June 30, 2013:</b>     | <b>\$697.23</b> |

This payment option allows 2012 taxes (shown at left) to be paid in two equal installments – *without penalty and interest* – if proper amounts are paid by deadlines.*Not all governments* offer split/half pay and *full payment of their portion is required* by January 31, 2013. Those entities with required amounts due are shown below:**Non-Split/Half Pay Entity Due by January 31, 2013**

| Entity                                    | Amount Due |
|-------------------------------------------|------------|
| <b>Total Due January 31, 2013: \$ .00</b> |            |

A person who is disabled or over 65 years of age may be eligible to make four equal installment payments on their homestead and may also apply to defer or delay payment. If you qualify, amounts will be listed in the boxes below. Remaining coupons will be mailed by March 1.**3. Over 65 & Disabled Person Payment Plan with First Quarter Due by January 31, 2013 (must qualify)**

| Payment Due Date | Amount   | | | | | | |
|---|---|---|---|---|---|---|---|
| January 31, 2013 | \$348.62 | April 1, 2013    | \$348.62 | May 31, 2013     | \$348.62 | July 31, 2013    | \$348.61 |

Please return this coupon with check, money order or cashier's check payable to GCTO in the enclosed envelope.  
Credit card checks not accepted! A \$25<sup>00</sup> fee will be charged for all returned checks.

ACCOUNT #: 7763-0000-0010-000

CAD #: R109584

PETITFILS A F & EVELYN TRUSTEES  
ARNOLD & EVELYN PETITFILS TRUST  
4302 SHERMAN BLVD  
GALVESTON TX 77550-8517

- A change of address or other information included on back of coupon!
- First half split payment by November 30, 2012
- Payment in full by January 31, 2013
- O65/DP ¼ payment by January 31, 2013
- Please mail postcard receipt



000000R109584 0000139447 0000069724 0000034862 0000000000 ?



# Mark Henry

County Judge  
County of Galveston

Galveston County Courthouse  
722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis  
Executive Assistant

July 22, 2013

Evelyn Petitfils  
4302 Sherman Blvd.  
Galveston, Texas 77550-8517

*Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges  
on Account No. 7763-0000-0010-000.*

Dear Ms. Petitfils:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for August 20, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1<sup>st</sup> floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink that reads "Mark Henry" followed by a stylized monogram "dgm".

Mark Henry

MH/dgm

**AGENDA ITEM #31.a.5.**



# 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



July 18, 2013

Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

RE: Request for Waiver of Penalty and Interest  
Account No. 6070-0001-0046-000  
Gerald and Doris Larsen

Dear Judge Henry:

Mr. & Mrs. Larsen have requested a waiver of penalty and interest on their account eligible for installment payments; however, the first payment is due by January 31, and their first payment was postmarked February 1<sup>st</sup> resulting in penalties and interest accruing on the account. Our office was not notified by the homeowners until May 2013 which was past the deadline to have the installments reinstated.

Texas Property Tax Code Section 31.031 states the following:

"Sec. 31.031. INSTALLMENT PAYMENTS OF CERTAIN HOMESTEAD TAXES. (a) If before the delinquency date an individual who is disabled or at least 65 years of age and is qualified for an exemption under Section 11.13(c) pays at least one-fourth of a taxing unit's taxes imposed on property that the person owns and occupies as a residence homestead, accompanied by notice to the taxing unit that the person will pay the remaining taxes in installments, the person may pay the remaining taxes without penalty or interest in three equal installments. The first installment must be paid before April 1, the second installment before June 1, and the third installment before August 1."

Amount of waiver for 2012 Tax Year: \$89.33

Sincerely,

  
Cheryl E. Johnson, RTA

Cheryl E. Johnson

May 20, 2013

Assessor and Collector of Taxes

Galveston County Courthouse

722 Moody

Galveston, Texas 77550

Dear Ms Johnson:

My husband and I received a statement from your office on Friday, May 17<sup>th</sup>, 2013 in regard to "unpaid taxes". As you can imagine this was of much concern to us since we have made all payments of County taxes. We have been on an installment plan since we reached sixty-five years of age. We are now seventy-two and seventy-four years old.

I telephoned your office and spoke with Martha who explained the reason for our taxes appearing unpaid. She informed us due to our January payment having been paid one day late (February 1<sup>st</sup>) this kicked us out of the installment plan. Please allow me to explain the reason this occurred. I had major back surgery on January 31<sup>st</sup> at UTMB in Galveston by Dr. Joel Patterson. Due to the extent of the surgery and my age, it was a long and difficult surgery. My husband was very concerned and failed to take the payment to the county office until the next day. As you can see by our records we have never been late in the past.

As seniors on a fixed income where every dollar counts the penalty and interest will be a handicap to us. We are requesting a waiver of the penalty and interest charged to our account as well as the \$54.07 already charged. In addition, we would appreciate adding us back to the installment plan.

I am attaching a copy of a form given to me upon discharge from the hospital which shows the admission/surgery date of January 31<sup>st</sup>. Our retirement checks are not paid until the last working day of the month therefore, we are unable to pay prior to that day.

We would appreciate your consideration in this matter. If you need any additional information regarding this request please let us know.

Cordially,

Gerald P. & Doris Larsen; Account Number 6070-0001-0046-000

712 Essex, Friendswood, Texas

281-992-1286

Appraisal & Collection Technologies - GALVESTON COUNTY

Action Edit Query Record Field Help Entitlements Accounts Statements Window

ORACLE

Deposit Status

Notes Go To: [ ]

EVANS\_E  
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07/17/2013 15:42:41  
OCTO\_PROD

DEPOSIT Remittance Detail

Summary Query

Deposit No. Account No. Remit Seq No. Check No. Payment Amount Payment Agreement No.

151062013CC2 607000010046000

| Check Image          | Deposit No.  | Receipt Date | Remit Seq No. | Check No.   | Payment Type | Payment Amount | Applied Amount | Transaction Type | Account No.     | Payer                |
|----------------------|--------------|--------------|---------------|-------------|--------------|----------------|----------------|------------------|-----------------|----------------------|
|                      | 151062013CC2 | 06/20/2013   | 23585558      | CC000664084 | CR           | \$275.80       | \$275.80       | PA               | 607000010046000 | 22587444-GERALD P L  |
|                      | 151053113CC1 | 05/31/2013   | 23530952      | CC000660382 | CR           | \$199.00       | \$199.00       | PA               | 607000010046000 | 22568909-GERALD LAI  |
|                      | 151032913CC1 | 03/29/2013   | 23331688      | CC000644054 | CR           | \$199.46       | \$199.46       | PA               | 607000010046000 | 22502967-DORIS LARSI |
|                      | 76302012013P | 02/01/2013   | 22841445      |             | CA           | \$220.00       | \$213.61       | PA               | 607000010046000 | LARSEN GERALD P & D  |
|                      | 62807312CC1  | 07/31/2012   | 21126649      | CC000525234 | CR           | \$199.46       | \$199.46       | PA               | 607000010046000 | 21975854-DORIS LARSI |
|                      | 628053112CC1 | 05/31/2012   | 20962857      | CC000514622 | CR           | \$199.46       | \$199.46       | PA               | 607000010046000 | 21923059-DORIS LARSI |
|                      | 151040212CC1 | 04/02/2012   | 20792111      | CC000503566 | CR           | \$199.46       | \$199.46       | PA               | 607000010046000 | 21867561-GERALD P L  |
|                      | 66701312012P | 01/31/2012   | 20228939      |             | CA           | \$200.00       | \$199.46       | PA               | 607000010046000 | LARSEN GERALD P & D  |
|                      | 173080211PA  | 08/02/2011   | 18728330      |             | CA           | \$326.50       | \$326.41       | PA               | 607000010046000 | LARSEN GERALD P & D  |
|                      | 689053111P   | 05/31/2011   | 18571663      |             | CA           | \$200.00       | \$200.00       | PA               | 607000010046000 | LARSEN GERALD P & D  |
|                      | 173033111PA  | 03/31/2011   | 18411505      | 4012993     | CH           | \$224.48       | \$224.48       | PA               | 607000010046000 | LARSEN GERALD P & D  |
|                      | 732021711P   | 02/17/2011   | 18205630      |             | CA           | \$224.48       | \$224.48       | PA               | 607000010046000 | LARSEN GERALD P & D  |
| <b>Applied Total</b> |              |              |               |             |              |                | \$19,726.75    |                  |                 |                      |

start Snagit/32 Oracle Applicat... Appraisal & Col... Inbox - Micros... Adobe Acrobat 3:42 PM



# Mark Henry

County Judge  
County of Galveston

Galveston County Courthouse  
722 Moody Avenue, Galveston, Texas 77550

Roxann Lewis  
Executive Assistant

July 22, 2013

Gerald & Doris Larsen  
712 Essex Drive  
Friendswood, Texas 77546-4749

*Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges on Account No. 6070-0001-0046-000.*

Dear Mr. & Mrs. Larsen:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for August 20, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1<sup>st</sup> floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink that reads "Mark Henry" followed by a stylized monogram "D&amp;W".

Mark Henry

MH/dgm

**AGENDA ITEM #31.a.6.**



# 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



July 1, 2013

Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

RE: Request for Waiver or Refund of Penalty & Interest  
3854-0192-0004-000  
Jerry & Patricia Williams

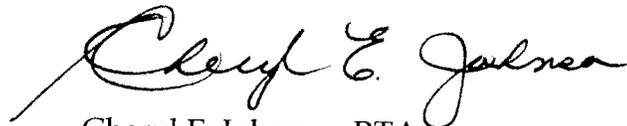
Dear Judge Henry:

Mr. Williams states that he paid off his home in 2012. The 2012 tax statement was sent to the mortgage company as requested. Customer was not aware of unpaid taxes until he received offers from tax lien companies to pay his taxes.

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

| <u>Year</u> | <u>Waiver/Refund</u> |
|-------------|----------------------|
| 2012        | \$683.85 (Refund)    |

Sincerely,



Cheryl E. Johnson, RTA

DOMINICK L  
ACT8006 v1.235



Status Detail Expand Fees **SUMMARY**

| <b>Account Information</b><br>Account No. 885401920004000<br>Owner No. 0 Owner Percentage 1.00<br>Parcel Address 4502 WOODROW AVE<br>Roll Code REAL PROPERTY |              | <b>List of Mortgage Companies</b><br><table border="1"> <thead> <tr> <th>Year</th> <th>Fido</th> <th>Fiduciary Name</th> </tr> </thead> <tbody> <tr> <td>2012</td> <td>90064311</td> <td>MIDLAND MORTGAGE</td> </tr> <tr> <td>2011</td> <td>90064311</td> <td>MIDLAND MORTGAGE</td> </tr> <tr> <td>2010</td> <td>90064311</td> <td>MIDLAND MORTGAGE</td> </tr> <tr> <td>2009</td> <td>20064311</td> <td>MIDLAND MORTGAGE</td> </tr> </tbody> </table> |                | Year                                                      | Fido         | Fiduciary Name | 2012           | 90064311 | MIDLAND MORTGAGE | 2011 | 90064311 | MIDLAND MORTGAGE | 2010 | 90064311 | MIDLAND MORTGAGE | 2009 | 20064311 | MIDLAND MORTGAGE | <b>Total Due</b><br>Total Due \$0.00<br><br><b>Payment Agmt. No.</b><br>_____<br>_____ |                                                                          |  |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-----------------------------------------------------------|--------------|----------------|----------------|----------|------------------|------|----------|------------------|------|----------|------------------|------|----------|------------------|----------------------------------------------------------------------------------------|--------------------------------------------------------------------------|--|
| Year                                                                                                                                                         | Fido         | Fiduciary Name                                                                                                                                                                                                                                                                                                                                                                                                                                        |                |                                                           |              |                |                |          |                  |      |          |                  |      |          |                  |      |          |                  |                                                                                        |                                                                          |  |
| 2012                                                                                                                                                         | 90064311     | MIDLAND MORTGAGE                                                                                                                                                                                                                                                                                                                                                                                                                                      |                |                                                           |              |                |                |          |                  |      |          |                  |      |          |                  |      |          |                  |                                                                                        |                                                                          |  |
| 2011                                                                                                                                                         | 90064311     | MIDLAND MORTGAGE                                                                                                                                                                                                                                                                                                                                                                                                                                      |                |                                                           |              |                |                |          |                  |      |          |                  |      |          |                  |      |          |                  |                                                                                        |                                                                          |  |
| 2010                                                                                                                                                         | 90064311     | MIDLAND MORTGAGE                                                                                                                                                                                                                                                                                                                                                                                                                                      |                |                                                           |              |                |                |          |                  |      |          |                  |      |          |                  |      |          |                  |                                                                                        |                                                                          |  |
| 2009                                                                                                                                                         | 20064311     | MIDLAND MORTGAGE                                                                                                                                                                                                                                                                                                                                                                                                                                      |                |                                                           |              |                |                |          |                  |      |          |                  |      |          |                  |      |          |                  |                                                                                        |                                                                          |  |
| <b>Legal Description</b><br>Legal Description ABST 628 PAGE 108 LOT 4 BLK 192<br>BRANTLEY HARRIS SUB                                                         |              | <b>Legal Information</b><br><table border="1"> <thead> <tr> <th>Year</th> <th>Legal Status</th> <th>Cause No.</th> <th>Bankruptcy No.</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table>                                                                                                             |                | Year                                                      | Legal Status | Cause No.      | Bankruptcy No. |          |                  |      |          |                  |      |          |                  |      |          |                  |                                                                                        | <b>Other Information</b><br>Certified Date 10/04/2012<br>Legal Acres 189 |  |
| Year                                                                                                                                                         | Legal Status | Cause No.                                                                                                                                                                                                                                                                                                                                                                                                                                             | Bankruptcy No. |                                                           |              |                |                |          |                  |      |          |                  |      |          |                  |      |          |                  |                                                                                        |                                                                          |  |
|                                                                                                                                                              |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                |                                                           |              |                |                |          |                  |      |          |                  |      |          |                  |      |          |                  |                                                                                        |                                                                          |  |
|                                                                                                                                                              |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                |                                                           |              |                |                |          |                  |      |          |                  |      |          |                  |      |          |                  |                                                                                        |                                                                          |  |
|                                                                                                                                                              |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                |                                                           |              |                |                |          |                  |      |          |                  |      |          |                  |      |          |                  |                                                                                        |                                                                          |  |
| <b>Owner Information</b><br>Certified Owner WILLIAMS JERRY R JR & WF<br>4502 WOODROW AVE<br>Address _____<br>GALVESTON TX 77551-5729                         |              |                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                | <b>Alternate Owner</b><br>Address _____<br>_____<br>_____ |              |                |                |          |                  |      |          |                  |      |          |                  |      |          |                  |                                                                                        |                                                                          |  |

Attn: Judge Mark Henry  
Commissioners Court

Judge Henry:

The purpose of this communication is to request a refund for a delinquent tax fee that was paid for property at 4502 Woodrow, Galveston, Texas.

This property was paid for in the year 2012. I believe the tax statement must have been sent to Midland Mortgage Company. I received a statement in May 2013, which I paid in full immediately.

I was not aware of a delinquent amount until I received the attached letter.

The basis for my request are:

1. Not properly notified of tax payment
2. Mortgage company received tax statement
3. Unaware that the tax was due.

Thank you for all considerations in refunding the delinquent amount of \$683.85 paid.

Gratefully,

Jerry and Patricia Williams.

**RECEIVED**  
JUN 13 2013  
BY: MP



# Mark Henry

County Judge  
County of Galveston

Galveston County Courthouse  
722 Moody Avenue, Galveston, Texas 77550

Ryan Ellis  
Deputy Chief of Staff  
Technology and Process

Tyler Drummond  
Deputy chief of Staff  
Policy and Communications

Roxann Lewis  
Executive Assistant

August 8, 2013

Jerry & Patricia Williams  
4502 Woodrow Avenue  
Galveston, Texas 77551-5729

*Re: Request to Tax Assessor and Collector for refund/waiver of penalty and interest charges  
on Account No. 3854-0192-0004-000.*

Dear Mr. & Mrs. Williams:

Our office has received your request on the above referenced matter. Your request will be brought before the Commissioners Court of Galveston. If you wish to address the Commissioners on this matter, you must appear and sign in with the County Clerk prior to the start of the meeting.

Your request will be placed on the Commissioners Court agenda for August 20, 2013. Court begins at 1:30 p.m. at the Galveston County Courthouse located at 722 Moody, 1<sup>st</sup> floor, Galveston, Texas.

Please get there early to sign in with the County Clerk so that you may address Commissioners Court. Please feel free to contact our office should you have any questions.

Please note that from time to time, there are changes in Commissioners Court meeting dates and/or times. Upon receipt of this letter, please contact the number below to provide additional contacts such as phone number and/or e-mail address, in the event that such changes should occur. Our office may contact you to advise, if necessary.

Thank you in advance for your cooperation in this matter.

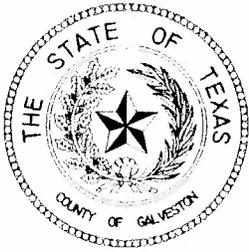
Sincerely,

A handwritten signature in black ink, appearing to read "Mark Henry".

Mark Henry

MH/dgm

**AGENDA ITEM #31.b.**



## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

| To Be Completed By Department                                                  |            |                                                                                                                      |                            |                                          |                               |                      |                      |
|--------------------------------------------------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------|----------------------------|------------------------------------------|-------------------------------|----------------------|----------------------|
| 1. Date of Request: 8/13/13                                                    |            | 2. Contract Type: Expense <input type="radio"/> Revenue <input checked="" type="radio"/> Other <input type="radio"/> |                            |                                          | 3. Renewal Contract: Yes / No |                      |                      |
| 4. Department Name: TAX OFFICE                                                 |            |                                                                                                                      |                            | 5. Department Contact: Cheryl E. Johnson |                               |                      |                      |
| 6. Description: Interlocal tax collection agreement with the City of Dickinson |            |                                                                                                                      |                            |                                          |                               |                      |                      |
| 7. IFAS PEID No: 406676                                                        |            | 8. IFAS Req No:                                                                                                      |                            | 9. Orgkey:                               |                               | 10. Object Code:     |                      |
| 11. Vendor:                                                                    |            |                                                                                                                      |                            | 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 |
|                                                                                |            |                                                                                                                      |                            |                                          |                               |                      |                      |
|                                                                                |            |                                                                                                                      |                            |                                          |                               |                      |                      |
|                                                                                |            |                                                                                                                      |                            |                                          |                               |                      |                      |
|                                                                                |            |                                                                                                                      |                            |                                          |                               |                      |                      |
| 22. Totals:                                                                    |            |                                                                                                                      |                            |                                          |                               |                      |                      |
| To Be Completed By Purchasing Department                                       |            |                                                                                                                      |                            |                                          |                               |                      |                      |
| Contract Start Date: 8/1/13                                                    |            | Auto Renewal Contract: Yes <input checked="" type="radio"/> No <input type="radio"/>                                 |                            | Bid No: N/A                              |                               |                      |                      |
| Contract End Date: 7/31/15                                                     |            | Contract # Issued By Purchasing: CM13302                                                                             |                            |                                          |                               |                      |                      |

RTA

| Approved By:                                      | Signature | Date       |
|---------------------------------------------------|-----------|------------|
| Department Head:                                  |           | 8/13/13    |
| Purchasing Agent:                                 |           | 8-13-2013  |
| County Legal:                                     |           | 08/14/2013 |
| Contract listed in Budget Documentation: Yes / No |           |            |
| County Budget Office:                             |           | 8/13/2013  |



**Cheryl E. Johnson, RTA**  
**Assessor and Collector of Taxes**  
**Galveston County**  
722 Moody Avenue  
Galveston, Texas 77550  
(409) 765-3277  
Cheryl.E.Johnson@co.galveston.tx.us



August 13, 2013

Mr. Bob Boemer  
Galveston County Legal Department  
722 Moody Avenue  
Galveston, Texas 77550

Re: Request for Approval of Proposed Interlocal Tax Collection Agreements with the City of Dickinson and Dickinson Independent School District and Addendum to an existing Interlocal Agreement with Galveston County Municipal Utility District #12 for submission to Commissioners

Dear Mr. Boemer:

When Galveston County adopted the split or half pay provision (Texas Property Tax Code Section 31.03), four GCTO governmental tax collection customers opted out as provided by Paragraph (d). The possibility of facing additional cost resulted in one entity joining the County payment option, one agreeing to an additional \$0.20 per parcel rate and two refusing to incur the additional cost. An offer to defer the rate for at least one year while we examined ways to reduce it was refused and we have operated under the 2006 agreement by default.

Over the last two tax seasons, the cost of entities opting out of the half or split payment program has been drastically reduced. This has been the result of hundreds of hours of staff time and \$54,000 by ACT in developing nearly foolproof responses to understanding customer intent when tax payments are processed electronically. Originally, affected payment transfers and corrections required 640 man hours in the Property Tax Department (PTD) as well as time for the Operations (OPS) team to process high numbers of 'special pay' postings. The 2012 cost was estimated to be 160 hours, a number we believe will not change in coming years unless the opt out entities participate in the program. We do expect to see savings resulting from reduced manpower requirement to be affected by the need to increase the pay grade as performing these services is requiring a far higher level of technical expertise.

We estimate the additional cost associated with the opt-out provision to be nearly \$3,300; however, nearly \$500 is estimated as cost of processing the additional payments and mailing receipts and we are unable to absolutely verify this cost. The estimated additional costs therefore are limited to the previously identified additional personnel requirements (160 hours).

Adding to the savings in implementation of this provision was conversion to internal payment processing which has resulted in net budgetary savings (vendor fees less annual maintenance and software costs) of \$36,000 annually. Although a special team is required to achieve the 2-day average payment processing time, interdepartmental cross training and a tremendous team spirit has enabled us to maximize services and to absorb costs associated with the increased number of payments (split pay doubles the number of payments to be processed and receipts mailed).

Mr. Bob Boemer  
August 13, 2013  
Page 2

The following summarizes the estimated Cost for Provision of Services as specified in the proposed contracts and addendum:

| <u>Entity</u> | <u>Base Cost \$0.27</u> | <u>Additional Cost Proposed</u> | <u>Total Cost of GCTO Collections</u> |
|---------------|-------------------------|---------------------------------|---------------------------------------|
| DISD          | \$8,778.78              | \$1,950.84                      | \$10,729.62                           |
| Dickinson     | 2,406.51                | 534.78                          | 2,941.29                              |
| GC MUD 12     | 473.04                  | + 105.12                        | 578.16                                |
|               |                         | \$2,590.74                      |                                       |

The only significant difference between the contracts is that DISD performs a portion of the assessment functions that are required by law. Please see the additional language included in the last paragraph on page 1 of 6. This is included in order to protect and preserve the integrity of the tax roll from errors that could result in challenges to work we have not performed.

Please review these contracts and sign off on the appropriate form and submit the entire package for Commissioners Court approval.

Please let me know if you have questions or concerns.

Sincerely,



Cheryl E. Johnson, RTA



Assessor Collector will timely provide a schedule concerning the publication of tax rates in the newspaper for Taxing Entity. Assessor Collector will cause to be published in Taxing Entity's newspaper of choice all notices required under Truth in Taxation regulations. All legal notices prepared will be approved by Taxing Entity in a timely manner. Assessor Collector will invoice Taxing Entity for cost of publications and said invoices will be due and payable upon receipt.

Assessor Collector shall assess and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20<sup>th</sup> of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1<sup>st</sup> or the 60<sup>th</sup> day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by the latter of October 1<sup>st</sup> or the 60<sup>th</sup> day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected on Taxing Entity's behalf.

## PAYMENT & COST OF SERVICES

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

### **Collection Services for Entities Participating In County Payment Options:**

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed \$0.27 per parcel which, when applied to the current number of parcels of 8,913 equates to \$2,406.51. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

### **Collection Services for Entities Opting Out of County Payment Options:**

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional \$0.06 per parcel rate or a total rate of \$0.33 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 8,913 equates to \$2,941.29. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

### **Other Costs for Services**

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing

of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

### **REMITTANCE OF COLLECTIONS**

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of \$1,000.<sup>00</sup> shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than \$1,000.<sup>00</sup> may be held by Assessor Collector until such total collections held accumulate to a sum not less than \$1,000.<sup>00</sup> at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

### **TERMS OF AGREEMENT**

This Agreement shall be for an initial period commencing on August 1, 2013, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2013 tax year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

This Agreement will be automatically renewed on an annual basis at the per parcel price specified in this Agreement or the per parcel price set by the Tax Assessor Collector on or before April 1 of the year of renewal unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1<sup>st</sup> of each year.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

## MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

## DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

REMAINDER OF PAGE DELIBERATELY LEFT BLANK

This Interlocal Tax Collector Agreement is signed and made effective this \_\_\_\_ day of \_\_\_\_\_, 2013.

**County of Galveston**

**City of Dickinson**

\_\_\_\_\_  
Mark Henry, County Judge

\_\_\_\_\_  
Julie Masters, Mayor

Attest:

Attest:

\_\_\_\_\_  
Dwight Sullivan, County Clerk

\_\_\_\_\_  
City Secretary

  
Cheryl E. Johnson, RTA



## GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

| To Be Completed By Department                                                                         |            |                                                                                                                                      |                            |                                                 |                               |                      |                      |
|-------------------------------------------------------------------------------------------------------|------------|--------------------------------------------------------------------------------------------------------------------------------------|----------------------------|-------------------------------------------------|-------------------------------|----------------------|----------------------|
| 1. Date of Request: <u>8/13/13</u>                                                                    |            | 2. Contract Type: Expense <input type="checkbox"/> <u>Revenue</u> <input checked="" type="checkbox"/> Other <input type="checkbox"/> |                            |                                                 | 3. Renewal Contract: Yes / No |                      |                      |
| 4. Department Name: <u>Tax OFFICE</u>                                                                 |            |                                                                                                                                      |                            | 5. Department Contact: <u>Cheryl E. Johnson</u> |                               |                      |                      |
| 6. Description: <u>Interlocal Tax collection agreement with Dickinson Independent School District</u> |            |                                                                                                                                      |                            |                                                 |                               |                      |                      |
| 7. IFAS PEID No: <u>043214</u>                                                                        |            | 8. IFAS Req No:                                                                                                                      |                            | 9. Orgkey:                                      |                               | 10. Object Code:     |                      |
| 11. Vendor:                                                                                           |            |                                                                                                                                      |                            | 12. Vendor Contract No:                         |                               |                      |                      |
| 13. Requested Legal Review: <input checked="" type="checkbox"/> 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 |
|                                                                                                       |            |                                                                                                                                      |                            |                                                 |                               |                      |                      |
|                                                                                                       |            |                                                                                                                                      |                            |                                                 |                               |                      |                      |
|                                                                                                       |            |                                                                                                                                      |                            |                                                 |                               |                      |                      |
|                                                                                                       |            |                                                                                                                                      |                            |                                                 |                               |                      |                      |
| 22. Totals:                                                                                           |            | -                                                                                                                                    | -                          | -                                               | -                             | -                    | -                    |
| To Be Completed By Purchasing Department                                                              |            |                                                                                                                                      |                            |                                                 |                               |                      |                      |
| Contract Start Date: <u>09/01/13</u>                                                                  |            | Auto Renewal Contract: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>                                           |                            | Bid No: <u>N/A</u>                              |                               |                      |                      |
| Contract End Date: <u>07/31/15</u>                                                                    |            | Contract # Issued By Purchasing: <u>CM13303</u>                                                                                      |                            |                                                 |                               |                      |                      |

RTA

| Approved By:                                      | Signature | Date              |
|---------------------------------------------------|-----------|-------------------|
| Department Head:                                  |           | <u>8/13/13</u>    |
| Purchasing Agent:                                 |           | <u>8-13-2013</u>  |
| County Legal:                                     |           | <u>08/14/2013</u> |
| Contract listed in Budget Documentation: Yes / No |           |                   |
| County Budget Office:                             |           | <u>8/13/2013</u>  |



**Cheryl E. Johnson, RTA**  
**Assessor and Collector of Taxes**  
**Galveston County**  
722 Moody Avenue  
Galveston, Texas 77550  
(409) 765-3277  
Cheryl.E.Johnson@co.galveston.tx.us



August 13, 2013

Mr. Bob Boemer  
Galveston County Legal Department  
722 Moody Avenue  
Galveston, Texas 77550

Re: Request for Approval of Proposed Interlocal Tax Collection Agreements with the City of Dickinson and Dickinson Independent School District and Addendum to an existing Interlocal Agreement with Galveston County Municipal Utility District #12 for submission to Commissioners

Dear Mr. Boemer:

When Galveston County adopted the split or half pay provision (Texas Property Tax Code Section 31.03), four GCTO governmental tax collection customers opted out as provided by Paragraph (d). The possibility of facing additional cost resulted in one entity joining the County payment option, one agreeing to an additional \$0.20 per parcel rate and two refusing to incur the additional cost. An offer to defer the rate for at least one year while we examined ways to reduce it was refused and we have operated under the 2006 agreement by default.

Over the last two tax seasons, the cost of entities opting out of the half or split payment program has been drastically reduced. This has been the result of hundreds of hours of staff time and \$54,000 by ACT in developing nearly foolproof responses to understanding customer intent when tax payments are processed electronically. Originally, affected payment transfers and corrections required 640 man hours in the Property Tax Department (PTD) as well as time for the Operations (OPS) team to process high numbers of 'special pay' postings. The 2012 cost was estimated to be 160 hours, a number we believe will not change in coming years unless the opt out entities participate in the program. We do expect to see savings resulting from reduced manpower requirement to be affected by the need to increase the pay grade as performing these services is requiring a far higher level of technical expertise.

We estimate the additional cost associated with the opt-out provision to be nearly \$3,300; however, nearly \$500 is estimated as cost of processing the additional payments and mailing receipts and we are unable to absolutely verify this cost. The estimated additional costs therefore are limited to the previously identified additional personnel requirements (160 hours).

Adding to the savings in implementation of this provision was conversion to internal payment processing which has resulted in net budgetary savings (vendor fees less annual maintenance and software costs) of \$36,000 annually. Although a special team is required to achieve the 2-day average payment processing time, interdepartmental cross training and a tremendous team spirit has enabled us to maximize services and to absorb costs associated with the increased number of payments (split pay doubles the number of payments to be processed and receipts mailed).

Mr. Bob Boemer  
August 13, 2013  
Page 2

The following summarizes the estimated Cost for Provision of Services as specified in the proposed contracts and addendum:

| <u>Entity</u> | <u>Base Cost \$0.27</u> | <u>Additional Cost Proposed</u> | <u>Total Cost of GCTO Collections</u> |
|---------------|-------------------------|---------------------------------|---------------------------------------|
| DISD          | \$8,778.78              | \$1,950.84                      | \$10,729.62                           |
| Dickinson     | 2,406.51                | 534.78                          | 2,941.29                              |
| GC MUD 12     | 473.04                  | + 105.12                        | 578.16                                |
|               |                         | \$2,590.74                      |                                       |

The only significant difference between the contracts is that DISD performs a portion of the assessment functions that are required by law. Please see the additional language included in the last paragraph on page 1 of 6. This is included in order to protect and preserve the integrity of the tax roll from errors that could result in challenges to work we have not performed.

Please review these contracts and sign off on the appropriate form and submit the entire package for Commissioners Court approval.

Please let me know if you have questions or concerns.

Sincerely,



Cheryl E. Johnson, RTA



Assessor Collector shall prepare statements and collect taxes on property against which Taxing Entity imposes a tax. Unless otherwise stated herein, a consolidated tax statement will be sent to each property owner who owns property located within County and Taxing Entity on or before October 20<sup>th</sup> of each calendar year, or as soon thereafter as practicable. Such consolidated tax statements shall also include taxes owed to any other participating taxing entity that, in Assessor Collector's opinion, should be included on such statement.

In the event that either County or Taxing Entity shall fail to adopt and enact a tax rate prior to the later of October 1<sup>st</sup> or the 60<sup>th</sup> day after the date the certified appraisal roll is received by the taxing unit, the tax rate for County or Taxing Entity shall be determined in accordance with Section 26.05(c) of the Texas Property Tax Code so that consolidated tax statements may be prepared for mailing. Neither the County nor Assessor Collector shall be liable to Taxing Entity for damages sustained by Taxing Entity due to County or Assessor Collector's failure to comply with the provisions of this paragraph.

County and Assessor Collector agree that all duties required of County and Taxing Entity in preparation of such consolidated tax statements and the collection of taxes due to Taxing Entity shall be performed by Assessor Collector in accordance with §6.23 of the Tax Code and all other applicable statutory provisions.

Assessor Collector shall use all available resources as provided by County to collect such taxes prior to the taxes becoming delinquent.

Assessor Collector may prepare and deliver separate tax bills for Taxing Entity if it has not adopted its tax rate by the latter of October 1<sup>st</sup> or the 60<sup>th</sup> day after the date the certified appraisal roll is received by the taxing unit. If Taxing Entity has not adopted its tax rate by such date, and if separate bills are prepared and delivered, Taxing Entity shall pay the additional costs incurred by Assessor Collector in preparing and mailing these separate bills.

If a property owner is entitled to a refund, County and Assessor-Collector are authorized to make the refund on collected accounts on Taxing Entity's behalf and withhold the amount of the refund from current collections.

Assessor Collector shall provide, with each disbursement to Taxing Entity, a report showing receipt of all taxes, penalties and interest paid.

Assessor Collector shall provide Taxing Entity a monthly report reflecting the total amount of current and delinquent taxes, penalties and interest collected on Taxing Entity's behalf.

### **PAYMENT & COST OF SERVICES**

Pursuant to §6.27(b) of the Tax Code, the parties agree that Assessor Collector is entitled to a reasonable fee for the services performed under this Agreement, not to exceed the actual costs incurred by County. Accordingly, Taxing Entity agrees to pay the fees as specified below.

**Collection Services for Entities Participating In County Payment Options:**

A per parcel rate for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees, an annual amount not to exceed \$0.27 per parcel which, when applied to the current number of parcels of 32,514 equates to \$8,778.78. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

**Collection Services for Entities Opting Out of County Payment Options:**

Taxing Entity has the authority under §31.03(d) of the Texas Tax Code to opt out of §31.03 payment option offered by County. Due to the complexity of implementing this provision, an additional \$0.06 per parcel rate or a total rate of \$0.33 per parcel will be assessed for the collection, posting, balancing, reporting, and distribution of current and delinquent real and personal property taxes and fees which, when applied to the current number of parcels of 32,514 equates to \$10,729.62. This sum is payable to the Assessor Collector, as follows:

- One-Half (1/2) of the total amount of payment due shall be due and payable at the conclusion of the January payment cycle or no later than March 1. The remaining One-Half (1/2) shall be due upon verification that Assessor Collector has completed year-end financial statements or no later than September 1.
- The annual payment shall be automatically adjusted each year to reflect the actual parcel count as of the most current supplemental appraisal roll for the tax year.

**Other Costs for Services**

On occasion, the need for additional services may arise. In an effort to limit costs for all entities, Assessor Collector agrees to perform additional services on an as requested basis. Savings that may result with multiple entity participation will be distributed equally between participating entities.

All expenses incurred by Assessor Collector in issuing Taxing Entity refunds on overpayment or erroneous payment caused by errors on the part of Taxing Entity shall be included as a charge against Taxing Entity. The Assessor Collector will issue an itemized billing of such expenses and shall receive a timely reimbursement from Taxing Entity. Expenses incurred by Assessor Collector shall be available for review by Entity upon request.

In the event a rollback election occurs, all parties to this contract shall work together to ensure Taxing Entity is able to comply with the requirements imposed upon it. Taxing Entity

refunds due to property owners as a result of a rollback shall be withheld from then current collections. Taxing Entity agrees to reimburse County its actual costs for resolving rollback related issues within 30 days of receipt of an invoice from Assessor Collector.

### **REMITTANCE OF COLLECTIONS**

All tax rolls, billing, accounting and collection activities performed by Assessor Collector for Taxing Entity shall be the same as and included with County activities performed by Assessor Collector. Collections of Taxing Entity tax receipts by Assessor Collector in excess of \$1,000.<sup>00</sup> shall be remitted daily to Taxing Entity, upon validation of receipt and availability of funds for distribution from the County depository. Collections less than \$1,000.<sup>00</sup> may be held by Assessor Collector until such total collections held accumulate to a sum not less than \$1,000.<sup>00</sup> at which time such remittance will be made to Taxing Entity.

All delinquent taxes, penalties and interest for Taxing Entity collected by Taxing Entity's delinquent tax attorneys after July 1 of the first year such taxes are delinquent and all delinquent taxes, penalties and interest for prior years shall be credited in full to Taxing Entity upon request of the property owner or if payable to the Taxing Entity. In the event that the property owner makes no such request, delinquent taxes, penalties, and interest remitted shall be credited proportionately, as billed, to all taxing jurisdictions in the County.

### **TERMS OF AGREEMENT**

This Agreement shall be for an initial period commencing on September 1, 2013, and ending on the 31st day of July, 2015. Notwithstanding the foregoing, tax assessment and collection services to be provided by Assessor Collector shall begin with the 2013 tax year.

Tax Assessor Collector shall provide Taxing Entity with notice by April 1 of each year of any increase in the per parcel price for services provided.

This Agreement will be automatically renewed on an annual basis at the per parcel price specified in this Agreement or the per parcel price set by the Tax Assessor Collector on or before April 1 of the year of renewal unless either party to this Agreement chooses to cancel this Agreement for an upcoming renewal term by giving the other party notice of such cancellation by June 1<sup>st</sup> of each year.

In the event this Agreement is not renewed the parties shall together expeditiously to enable Taxing Entity to obtain such information it requires to do so to re-establish its own tax collection efforts or to enable another taxing entity to collect taxes on its behalf. Taxing Entity agrees to reimburse County its actual cost for transferring this information upon receipt of an invoice from Assessor Collector.

## MISCELLANEOUS PROVISIONS

Taxing Entity shall take all necessary steps in order to have Taxing Entity listed and coded by the appraisal district(s) as a Taxing Entity with defined jurisdictional boundaries in addition to causing all necessary tax rolls and listings of taxable properties in Taxing Entity to be prepared. Such records shall include all tax records, tax rolls and such other Taxing Entity tax records maintained or held by Taxing Entity or the appraisal district(s). In an effort to lessen the likelihood of errors, the parties agree to submit all inquiries, correspondence, and requests for research or information in writing.

Assessor Collector shall promptly furnish such information as is reasonably required to assist the Taxing Entity in the preparation of its budget and tax rates.

Upon request, Assessor Collector shall provide a computer printout of the annual master tax roll of Taxing Entity showing all current and delinquent taxes owing by parcel number.

Assessor Collector shall furnish a monthly report showing the total amount of tax, penalty and interest due on delinquent parcels by parcel number.

Upon request, Assessor Collector shall provide Taxing Entity with its best estimate of current, delinquent, and total collection rates for the current or an upcoming year.

Assessor Collector shall provide or make available for inspection any other information it has which affects the collection of Taxing Entity's taxes upon the request of Taxing Entity for the purpose of administration, auditing, reporting or any such legitimate business purpose.

Taxing Entity shall not make any claim for damages against Galveston County, its elected and appointed officials and employees as a result of any mistake or error in tax collection efforts for Taxing entity save and except for any acts of fraud, theft or malfeasance.

## DELINQUENT TAX ATTORNEY

Taxing Entity retains the exclusive authority to hire its own legal counsel to represent it to enforce collection of delinquent taxes, as provided by Property Tax Code Section 6.30 (b). The County and/or Assessor-Collector shall cooperate with the delinquent tax collection attorney so designated, and shall deduct from the monies to be tendered to the Taxing Entity such fees as are earned by said attorney pursuant to said contract as provided by Section 6.30 of the Property Tax Code, for the collection of delinquent taxes.

REMAINDER OF PAGE DELIBERATELY LEFT BLANK

This Interlocal Tax Collector Agreement is signed and made effective this \_\_\_\_ day of \_\_\_\_\_, 2013.

**County of Galveston**

**Dickinson Independent School District**

\_\_\_\_\_  
Mark Henry, County Judge

\_\_\_\_\_  
Board President

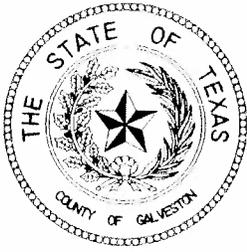
Attest:

Attest:

\_\_\_\_\_  
Dwight Sullivan, County Clerk

\_\_\_\_\_  
Board Secretary

  
Cheryl E. Johnson, RTA



# GALVESTON COUNTY, TEXAS COMMISSIONERS COURT Contract Approval Request

| To Be Completed By Department                                              |            |                                                                                                                      |                            |                                               |                               |                      |                      |
|----------------------------------------------------------------------------|------------|----------------------------------------------------------------------------------------------------------------------|----------------------------|-----------------------------------------------|-------------------------------|----------------------|----------------------|
| 1. Date of Request: 8/13/13                                                |            | 2. Contract Type: Expense <input type="radio"/> Revenue <input checked="" type="radio"/> Other <input type="radio"/> |                            |                                               | 3. Renewal Contract: Yes / No |                      |                      |
| 4. Department Name: Tax OFFICE                                             |            |                                                                                                                      |                            | 5. Department Contact: Cheryl E. Johnson, JTA |                               |                      |                      |
| 6. Description: Addendum to an existing Interlocal Agreement w/ GCMUD # 12 |            |                                                                                                                      |                            |                                               |                               |                      |                      |
| 7. IFAS PEID No: 75225                                                     |            | 8. IFAS Req No:                                                                                                      |                            | 9. Orgkey:                                    |                               | 10. Object Code:     |                      |
| 11. Vendor:                                                                |            |                                                                                                                      |                            | 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 |
|                                                                            |            |                                                                                                                      |                            |                                               |                               |                      |                      |
|                                                                            |            |                                                                                                                      |                            |                                               |                               |                      |                      |
|                                                                            |            |                                                                                                                      |                            |                                               |                               |                      |                      |
|                                                                            |            |                                                                                                                      |                            |                                               |                               |                      |                      |
| 22. Totals:                                                                |            |                                                                                                                      |                            |                                               |                               |                      |                      |
| To Be Completed By Purchasing Department                                   |            |                                                                                                                      |                            |                                               |                               |                      |                      |
| Contract Start Date: 08/20/13                                              |            | Auto Renewal Contract: Yes / No <input checked="" type="radio"/>                                                     |                            | Bid No: N/A                                   |                               |                      |                      |
| Contract End Date: 07/31/15                                                |            | Contract # Issued By Purchasing: CM13304                                                                             |                            |                                               |                               |                      |                      |

Amenement

|                                                   |           |                  |
|---------------------------------------------------|-----------|------------------|
| Approved By:                                      | Signature | Date             |
| Department Head:                                  |           |                  |
| Purchasing Agent:                                 |           | 8-13-2013        |
| County Legal:                                     |           | 08/14/2013       |
| Contract listed in Budget Documentation: Yes / No |           |                  |
| County Budget Office:                             |           | N/A<br>8/13/2013 |



**Cheryl E. Johnson, RTA**  
**Assessor and Collector of Taxes**  
**Galveston County**  
722 Moody Avenue  
Galveston, Texas 77550  
(409) 765-3277  
Cheryl.E.Johnson@co.galveston.tx.us



August 13, 2013

Mr. Bob Boemer  
Galveston County Legal Department  
722 Moody Avenue  
Galveston, Texas 77550

Re: Request for Approval of Proposed Interlocal Tax Collection Agreements with the City of Dickinson and Dickinson Independent School District and Addendum to an existing Interlocal Agreement with Galveston County Municipal Utility District #12 for submission to Commissioners

Dear Mr. Boemer:

When Galveston County adopted the split or half pay provision (Texas Property Tax Code Section 31.03), four GCTO governmental tax collection customers opted out as provided by Paragraph (d). The possibility of facing additional cost resulted in one entity joining the County payment option, one agreeing to an additional \$0.20 per parcel rate and two refusing to incur the additional cost. An offer to defer the rate for at least one year while we examined ways to reduce it was refused and we have operated under the 2006 agreement by default.

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We estimate the additional cost associated with the opt-out provision to be nearly \$3,300; however, nearly \$500 is estimated as cost of processing the additional payments and mailing receipts and we are unable to absolutely verify this cost. The estimated additional costs therefore are limited to the previously identified additional personnel requirements (160 hours).

Adding to the savings in implementation of this provision was conversion to internal payment processing which has resulted in net budgetary savings (vendor fees less annual maintenance and software costs) of \$36,000 annually. Although a special team is required to achieve the 2-day average payment processing time, interdepartmental cross training and a tremendous team spirit has enabled us to maximize services and to absorb costs associated with the increased number of payments (split pay doubles the number of payments to be processed and receipts mailed).

Mr. Bob Boemer  
August 13, 2013  
Page 2

The following summarizes the estimated Cost for Provision of Services as specified in the proposed contracts and addendum:

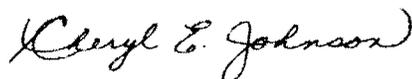
| <u>Entity</u> | <u>Base Cost \$0.27</u> | <u>Additional Cost Proposed</u> | <u>Total Cost of GCTO Collections</u> |
|---------------|-------------------------|---------------------------------|---------------------------------------|
| DISD          | \$8,778.78              | \$1,950.84                      | \$10,729.62                           |
| Dickinson     | 2,406.51                | 534.78                          | 2,941.29                              |
| GC MUD 12     | 473.04                  | + 105.12                        | 578.16                                |
|               |                         | \$2,590.74                      |                                       |

The only significant difference between the contracts is that DISD performs a portion of the assessment functions that are required by law. Please see the additional language included in the last paragraph on page 1 of 6. This is included in order to protect and preserve the integrity of the tax roll from errors that could result in challenges to work we have not performed.

Please review these contracts and sign off on the appropriate form and submit the entire package for Commissioners Court approval.

Please let me know if you have questions or concerns.

Sincerely,



Cheryl E. Johnson, RTA

**AMENDMENT TO INTERLOCAL TAX COLLECTION AGREEMENT**

- I. This Amendment is entered into between Galveston County and Galveston County Municipal Utility District #12.
- II. Parties named herein have entered into an Interlocal Tax Collection Agreement for tax assessment and collection services through July 31, 2015.
- III. Parties agree that beginning with the 2014 tax year, the per parcel fee charged by the County will be \$0.33 or 1% of the taxing entity's levy, whichever is less. The purpose of this increase is the additional cost of entity's nonparticipation in the split payment option adopted by Galveston County.
- IV. Parties agree that the Interlocal Tax Collection Agreement, along with subsequent Amendments on file with the Office of Galveston County Clerk constitute the complete understanding of the parties. No other representation, oral or written, between the parties shall be of any force and effect unless specifically stated in writing.

Executed this the \_\_\_\_\_ day of \_\_\_\_\_, 2013.

**Galveston County Municipal Utility District No. 12**

\_\_\_\_\_  
President

\_\_\_\_\_  
Witness

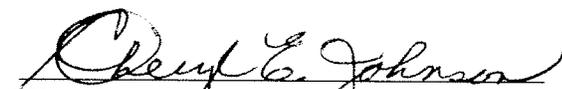
**County of Galveston**

\_\_\_\_\_  
Mark Henry, County Judge

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Dwight Sullivan, County Clerk

  
Cheryl E. Johnson, Tax Assessor/Collector

# 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



August 7, 2013

Mark Henry  
Galveston County Judge  
722 Moody  
Galveston, Texas 77550

RE: Request for Agenda Item - Change to HR009 Salary Administration Policy

Dear Judge Henry:

Thank you for making a recommendation to the Court yesterday regarding the above referenced policy, in particular the change to HR009.H.1. Based on the discussion, I propose the following change to this policy and request approval by the Court. I believe this accomplishes what you were trying to achieve but that it also addresses concerns expressed by those opposed to the original proposal. I further believe that the following supports four of the six goals of the policy as defined on Page 1 of 24 at C.

- H.1. A promotion occurs when an Employee is moved from lower position and title to a higher position and title or from a lower pay grade to higher pay grade. An Employee who is promoted shall receive a salary increase not to exceed 10% or the minimum of the new pay grade, whichever is higher, unless it can be demonstrated that the duties of the new position differ in responsibility from the position held at the time of the promotion. In these instances, the Maximum In-Hire Rate as defined at D.1.b. applies.

Sincerely,

A handwritten signature in cursive script that reads "Cheryl E. Johnson".

Cheryl E. Johnson, RTA

cc: Katherine Branch  
Jack Roady

# AGENDA ITEM #4.



The Information Technology Department would like to share with the Commissioners Court some of the Disaster Planning and Preparations we have been working on over the course of the year.

In addition to participating in Operation Storm Ready, the IT Department has worked on the following improvements to its disaster preparation:

- IT has worked to secure three (3) locations with network access for up to 70 seats to allow displaced users to operate in the event the island is shutdown, as it was with Hurricane Ike.
- IT has constructed (2) **Disaster Recovery Network Access Cabinets**. (DRNAC) These rugged portable network racks allow IT to stage disaster equipment at any location in the County.
  - Allows IT the ability to deploy network availability to 20+ users per DRNAC location.
  - Allows for 3G internet access in the event the primary internet services are offline.
- Over August 5<sup>th</sup> & 6<sup>th</sup>, IT successfully verified system functionality by conducting disaster recovery testing for IFAS, the County's financial system.
- IT furnished the Treasurer's office and Grant's office with laptops for mobility during a disaster.
- Data Storage (SAN) is being mirrored to the SAN at the EMF location. We currently have a 1 Gb, Layer 2 connection to the SAN at the EMF location.
- Print Tech has been tested and verified at both 722 Moody and Emergency Management Datacenter. Print Tech is the current Treasurer's check printing software.
  - Print Tech PC and Printer are stored at EMF for DR purposes.
- VMware Site Recovery Manager Installation and configuration.
  - IT is currently in the implementation phase of this product.
  - Allows for the simple management of recovery and migration plans.
  - Non-disruptive testing.
  - Fully automated site recovery and migration.

Future plans include the construction of the 2010 Exchange environment (Email) at Emergency Management and the migration of key systems, such as the OSSI platform, to EMF to lessen the impact of coming storms on the IT Infrastructure.