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
January 7, 2014 – 1:30 PM

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

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

REGULARLY SCHEDULED MEETING

Call to Order

Invocation and Pledge of Allegiance

Consent Agenda

*1. Submitted by Auditor's office:

a. Approval of Accounts Payable Checks dated 12/31/13 and 1/7/14

b. Order for Payroll period ending 12/31/13 Bi-Weekly #1

c. Order for Supplemental Payroll period ending 12/31/13 Bi-Weekly 1

d. Internal Audit Quarterly Report of the Justice of the Peace, Precinct 2,6(9), and 8.1

e. Internal Audit Quarterly Report of the Constables, Precinct 2, 6(9), and 8

f. Standard Mileage Rates for 2014

*2. Consideration of *approving exemption to the 4 pay period mandatory vacancy policy for Indigent Defense Services Coordinator (Psn #3)* submitted by Human Resources on behalf of Justice Administration.

*3. Receive and file *Notice pursuant to H.B. 3059, Section 366.005 of Texas-New Mexico*

Power Company providing utility service to Galveston County submitted by the County Judge.

*4. Consideration of a *Resolution honoring the retirement of Martha Branson from the Galveston County Community Services Department* submitted by Galveston County Community Services.

*5. Consideration of a *Resolution honoring the 100th Birthday of Elizabeth Aimee Brown* submitted by the County Judge.

*6. Consideration of *approving a revised 2015 County Holiday Schedule* submitted by the County Judge.

*7. Consideration of *approving Articles of Incorporation and re-appointment of County Judge Mark Henry as Galveston County Director of the Gulf Coast Community Protection and Recovery District, Inc. Board* submitted by the County Judge.

*8. Consideration of ratifying *authorization to designate Jocelyn Pierce as the Certified Guardian to sign necessary documents for the Guardianship Program* submitted by the Director of Community Services.

*9. Receive and file *DFPS Contract Monitoring Report for Fiscal Year 2013* submitted by the Community Services Director.

*10. Receive and file *Bay Area Houston Economic Partnership Quarterly Report for September through November 2013* submitted by the Community Services Director.

*11. Receive and file *FY 2014 Budget for certain expenditures in Fund 2240 (Sheriff's Commissary)* submitted by the Sheriff.

*12. Consideration for *approval of Service Provider Agreement between Certified Payments, Inc., a Texas Corporation, and the County of Galveston, Texas, to become effective upon activation of the new Document Management and Imaging System to be installed by Fidlar of Texas*, submitted by County Clerk.

*13. Consideration of *approval of a renewal contract with Manatron, Inc. (Anthem) software for the period of 10/01/2013-09/30/2014* submitted by the County Clerk.

*14. Consideration of *authorization for the County Judge to sign an agreement between the County Elections Division and the City of Bayou Vista to conduct the city's May 2014 local election as part of a Countywide Vote Center Election* submitted by the County Clerk.

*15. Consideration of *approval of appointments to the Republican Early Voting Ballot Board and the Democrat Early Voting Ballot Board for the March 4th Primary Election* submitted by the County Clerk.

*16. Consideration of *approval of appointments to the Central Counting Station for the March 4th Primary Election* submitted by the County Clerk.

*17. Consideration of *approval of the appointment of Early Voting Election Judges and Alternate Judges for the March 4th Primary Election* submitted by the County Clerk.

*18. Consideration for *authorization for the Galveston County Elections Division to conduct the May 2014 entity elections as a Countywide Vote Center Election* submitted by the County Clerk.

*19. Consideration of *approval of MOU with the 6th Civil Support Team for use of Jack Brooks Park for the purpose of conducting training on January 22, 2014 and January 23, 2014* submitted by Parks.

*20. Receive and file *contract vendor name change on Contract #CM13311, Essential Messaging* submitted by the Purchasing Agent.

*21. Consideration of *approval of a no-cost Interlocal Agreement for participation in the Urban Counties Techshare Program* submitted by Information Technology.

*22. Consideration of *approval of a renewal contract for annual software maintenance for Odyssey with Texas Conference of Urban Counties* submitted by Information Technology.

*23. Consideration of *approval of a renewal contract for annual software maintenance with NetData* submitted by Information Technology.

*24. Receive and file *2013 Comprehensive Annual Financial Report* submitted by Constable, Precinct 4.

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

a. **R161540**
Creely, Marianne
2012 $180.93

b. **R215819**
Curtice, Tracy
2012 $71.58

c. **R410113**
Dickens, Anne
2012 $334.13

d. **R133480**
Wells, Imagene
2009 $267.29
2010 $240.00

e. **P509938**
MS Recycling LLC
2012 $326.58

f. **R144297**
Jankowski, Paula
2012 $78.20

g. **R122377**
Sea Escape LLC (Gorski)
2012 $534.99

h. **R380856**
Carroll, Russell
2012 $120.15

i. **R351456**
Shah, Kiran
2011 $49.93

j. **R103599**
Stoeckel, Dennis
2012 $183.43

k. **R413135**
Sheridan, Thomas
2012 $306.48

l. **R296019**
Trevino, JR., Daniel
2012 $116.26

*26. Consideration of *Request for Tax Refund in Excess of $2,500.00 requested* by the Tax Assessor/Collector:

a.

2775-0011-5600-000	$3,651.74	Over Payment
3040-0131-0004-000	$2,9900.92	Over Payment
4166-0000-0141-000	$5,857.47	Over Payment
4214-0000-0054-000	$5,921.16	Over Payment

Action Agenda

27. **Commissioner, Precinct 1**

    a. Consideration of approval of designation of places and terms of office for board members of Galveston County Emergency Services District #2.

    b. Consideration of authorizing publication of public notices of Sheriff's sales in the Galveston County Daily News and its affiliated publications in accordance with the terms of the December 31, 2013 proposal from the Galveston County Daily News.

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

28. **County Engineer**

    a. Consideration of application from J. Roane Ruddy to convey portions of lots 21, 22, 23, 24, 25 and part of Lot 26, Block 27, Live Oak Ridge subdivision in Pt. Bolivar by metes and bounds without revising the plat.

29. **County Judge**

    a. Consideration of authorizing the County Judge to amend the existing contract with Griffith-Moseley to define the scope of work and cap allowable expenses pertaining to the contracted services.

30. **County Legal**

    a. **Break into Executive Session:**

    b. **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 No. 3:13-CV-308; Honorable Terry Petteway, et al vs. Galveston, Texas, et al; In the United States District Court For the Southern District Of Texas Galveston Division.

    c. **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 Docket No. 2013-2052-PST-E; In the Matter of an Enforcement

Action Concerning Galveston County; Before the Texas Commission on Environmental Quality.

d. **Reconvene Into Regularly Scheduled Meeting.**

e. Consideration of authorizing settlement of Texas Commission on Environmental Quality enforcement action against the County and authorizing Barry Willey to sign any necessary documents.

31. **Housing Department**

a. 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 Housing Department:

1. 124 Saint Andrews
   Friendswood, TX

2. 510 Falling Leaf
   Friendswood, TX

3. 909 Vivian
   Kemah, TX

4. 307 Lakeside Dr
   League City, TX

32. **Justice Administration**

a. Consideration of authorization of a renewal contract with MasterWord Services, Inc. for Language Interpreter Services submitted by Justice Administration.

33. **Purchasing**

a. Consideration of authorization to donate equipment to Dickinson Independent School District.

34. **Tax Assessor-Collector**

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

1. **Wallace, Sidney & Marsha**

R510275 2012
$6,035.19

b. *Request for Reconsideration of Denial of Requests for Waiver or Refund of Penalty and Interest due to Postmarks as Recommended by the Penalty & Interest Review Committee submitted by the Tax Assessor/Collector:*

1. **Paul D Lawrence**
R394925 2012
$238.44

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

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

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

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

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

Adjourn

WORKSHOP AGENDA

1. General discussion of Galveston County's Economic Development direction.

Appearances before Commissioners Court

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

***

AGENDA ITEM #1.d.

THE COUNTY OF GALVESTON

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

County Auditor
Randall Rice CPA
CITP CISA CIO CBM DABFA CGMA

Ron Chapa CPA
First Assistant, Director of Auditing

Jeff Modzelewski CPA
First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

January 7, 2014

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

Honorable Judge and Members of the Court:

Attached for your consideration are Quarterly Audit Reports for the offices stated below. The audits covered the period of July, August and September of 2013.

Justice of the Peace, Precinct 2
Justice of the Peace, Precinct 6(9)
Justice of the Peace, Precinct 8.1

Sincerely,

Randall Rice CPA
County Auditor

cc: Honorable Penny Pope
Honorable Patricia Vondra
Honorable Kathleen McCumber

Attachment: Quarterly Audit Report, Justice of the Peace, Precinct 2
Quarterly Audit Report, Justice of the Peace, Precinct 6(9)
Quarterly Audit Report, Justice of the Peace, Precinct 8.1

THE COUNTY OF GALVESTON

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First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

December 16, 2013

Honorable Penny Pope
1922 Sealy
Galveston, Texas 77550

Honorable Penny Pope:

The County Auditor's Office has examined the monthly reports of Justice of the Peace, Precinct 2 for the months of July 2013 thru September 2013. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 2. The objectives of the examination were to verify the mathematical accuracy of the reports[1], to determine if the reports were submitted in a timely manner[2], and to confirm all funds collected were properly deposited with the County Treasurer.

- The monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC § 115.002.
- The funds collected were properly deposited with the County Treasurer in compliance with LGC § 113.022 and CCP § 103.004[3].

This report will be submitted to Commissioner's Court on January 7, 2014. Please contact Lori McWhirter at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

Randall Rice CPA
County Auditor

[1] Local Government Code § 115.002. Examination of Books and Reports
(a) The county auditor shall carefully examine and report on all reports that are about the collection of money for the county and that are required to be made to the commissioners court.
(b) At least once each quarter, the county auditor shall check the books and shall examine in detail the reports of the county tax assessor-collector, the county treasurer, and all other officers. The auditor shall verify the footings and the correctness of those books and reports. The auditor shall either stamp the books and reports approved or shall note any differences, errors, or discrepancies.
(c) The auditor shall carefully examine the report made under Section 114.026 by the county treasurer, together with the canceled warrants that have been paid. The auditor shall verify those warrants with the register of warrants issued as shown on the auditor's books.

[2] Local Government Code § 113.022. Time for Making Deposits
(a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. However, in a county with fewer than 50,000 inhabitants, the commissioner's court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the funds are received.
(b) A county treasurer shall deposit the money received under Subsection (a) in the county depository in accordance with Section 116.113 (a). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

[3] Code of Criminal Procedures Art 103.004[949] [1050] [1015]. Disposition of Collected Money
(a) Except as provided by Subsection (c), an officer who collects recognizance's, bail bonds, fines, forfeitures, judgments', jury fees, and other obligations recovered in the name of the state under any provision of this title shall deposit the money in the County Treasury not later than the next regular business day after the date that the money is collected. If it is not possible for the officer to deposit the money in the County Treasury by that date, the officer shall deposit the money in the County Treasury as soon as possible, but not later than the fifth regular business day after the date that the money is collected.

THE COUNTY OF GALVESTON

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Jeff Modzelewski CPA
First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

December 16, 2013

Honorable Patricia Vondra
P.O. Box 1435
946 Noble Carl Rd
Crystal Beach, Texas 77650

Honorable Patricia Vondra:

The County Auditor's Office has examined the monthly reports of Justice of the Peace, Precinct 6(9) for the months of July 2013 thru September 2013. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 6(9). The objectives of the examination were to verify the mathematical accuracy of the reports[1], to determine if the reports were submitted in a timely manner[2], and to confirm all funds collected were properly deposited with the County Treasurer.

- The monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC § 115.002.
- The funds collected were properly deposited with the County Treasurer in compliance with LGC § 113.022 and CCP § 103.004[3].

This report will be submitted to Commissioner's Court on January 7, 2014. Please contact Lori McWhirter at (409) 770-5356 if you have any questions or comments regarding this report.

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County Auditor

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First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

December 16, 2013

Honorable Kathleen McCumber
174 Calder Road, #111
League City, Texas 77573

Honorable Kathleen McCumber:

The County Auditor's Office has examined the monthly reports of Justice of the Peace, Precinct 8.1 for the months of July 2013 thru September 2013. The scope of the examination was limited to reviewing the records submitted to this office by Justice of the Peace, Precinct 8.1. The objectives of the examination were to verify the mathematical accuracy of the reports[1], to determine if the reports were submitted in a timely manner[2], and to confirm all funds collected were properly deposited with the County Treasurer.

- The monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC § 115.002.
- The funds collected were properly deposited with the County Treasurer in compliance with LGC § 113.022 and CCP § 103.004[3].

This report will be submitted to Commissioner's Court on January 7, 2014. Please contact Lori McWhirter at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

Randall Rice CPA
County Auditor

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AGENDA ITEM #1.e.

THE COUNTY OF GALVESTON

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Latoya Jordan
First Assistant, I.T. Systems

January 7, 2014

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

Honorable Judge and Members of the Court:

Attached for your consideration are Quarterly Audit Reports for the offices stated below. The audits covered the period of July, August and September of 2013.

Constable, Precinct 2
Constable, Precinct 6(9)
Constable, Precinct 8

Sincerely,

Randall Rice CPA
County Auditor

cc: Honorable Terry Petteway
Honorable William Comeaux
Honorable Jerry Fisher

Attachment: Quarterly Audit Report, Constable, Precinct 2
Quarterly Audit Report, Constable, Precinct 6(9)
Quarterly Audit Report, Constable, Precinct 8

THE COUNTY OF GALVESTON

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Latoya Jordan
First Assistant, I.T. Systems

December 16, 2013

Honorable Terry Petteway
1922 Sealy
Galveston, Texas 77550

Honorable Terry Petteway:

The County Auditor's Office has examined the monthly reports of Constable, Precinct 2 for the months of July 2013 thru September 2013. The scope of the examination was limited to reviewing the records submitted to this office by Constable, Precinct 2. The objectives of the examination were to verify the mathematical accuracy of the reports[1], to determine if the reports were submitted in a timely manner[2], and to confirm all funds collected were properly deposited with the County Treasurer.

- The monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC § 115.002.
- The funds collected were properly deposited with the County Treasurer in compliance with LGC § 113.022 and CCP § 103.004[3].

This report will be submitted to Commissioner's Court on January 7, 2014. Please contact Lori McWhirter at (409) 770-5356 if you have any questions or comments regarding this report.

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County Auditor

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THE COUNTY OF GALVESTON

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

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Ron Chapa CPA
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First Assistant, Director of Accounting

Latoya Jordan
First Assistant, I.T. Systems

December 16, 2013

Honorable William Comeaux
946 Noble Carl Rd
Crystal Beach, Texas 77650

Honorable William Comeaux:

The County Auditor's Office has examined the monthly reports of Constable, Precinct 6(9) for the months of July 2013 thru September 2013. The scope of the examination was limited to reviewing the records submitted to this office by Constable, Precinct 6(9). The objectives of the examination were to verify the mathematical accuracy of the reports[1], to determine if the reports were submitted in a timely manner[2], and to confirm all funds collected were properly deposited with the County Treasurer.

- The monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC § 115.002.
- The funds collected were properly deposited with the County Treasurer in compliance with LGC § 113.022 and CCP § 103.004[3].

This report will be submitted to Commissioner's Court on January 7, 2014. Please contact Lori McWhirter at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

Randall Rice CPA
County Auditor

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(a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. However, in a county with fewer than 50,000 inhabitants, the commissioner's court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the funds are received.
(b) A county treasurer shall deposit the money received under Subsection (a) in the county depository in accordance with Section 116.113 (a). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

[3] Code of Criminal Procedures Art 103.004[949] [1050] [1015]. Disposition of Collected Money
(a) Except as provided by Subsection (c), an officer who collects recognizance's, bail bonds, fines, forfeitures, judgments', jury fees, and other obligations recovered in the name of the state under any provision of this title shall deposit the money in the County Treasury not later than the next regular business day after the date that the money is collected. If it is not possible for the officer to deposit the money in the County Treasury by that date, the officer shall deposit the money in the County Treasury as soon as possible, but not later than the fifth regular business day after the date that the money is collected.

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

December 16, 2013

Honorable Jerry Fisher
174 Calder Rd. Suite 127
League City, Texas 77573

Honorable Jerry Fisher:

The County Auditor's Office has examined the monthly reports of Constable, Precinct 8 for the months of July 2013 thru September 2013. The scope of the examination was limited to reviewing the records submitted to this office by Constable, Precinct 8. The objectives of the examination were to verify the mathematical accuracy of the reports[1], to determine if the reports were submitted in a timely manner[2], and to confirm all funds collected were properly deposited with the County Treasurer.

- The monthly reports reviewed were mathematically accurate and are therefore approved as submitted in compliance with LGC § 115.002.
- The funds collected were properly deposited with the County Treasurer in compliance with LGC § 113.022 and CCP § 103.004[3].

This report will be submitted to Commissioner's Court on January 7, 2014. Please contact Lori McWhirter at (409) 770-5356 if you have any questions or comments regarding this report.

Sincerely,

Randall Rice CPA
County Auditor

[1] Local Government Code § 115.002. Examination of Books and Reports
(a) The county auditor shall carefully examine and report on all reports that are about the collection of money for the county and that are required to be made to the commissioners court.
(b) At least once each quarter, the county auditor shall check the books and shall examine in detail the reports of the county tax assessor-collector, the county treasurer, and all other officers. The auditor shall verify the footings and the correctness of those books and reports. The auditor shall either stamp the books and reports approved or shall note any differences, errors, or discrepancies.
(c) The auditor shall carefully examine the report made under Section 114.026 by the county treasurer, together with the canceled warrants that have been paid. The auditor shall verify those warrants with the register of warrants issued as shown on the auditor's books.

[2] Local Government Code § 113.022. Time for Making Deposits
(a) A county officer or other person who receives money shall deposit the money with the county treasurer on or before the next regular business day after the date on which the money is received. If this deadline cannot be met, the officer or person must deposit the money, without exception, on or before the fifth business day after the day on which the money is received. However, in a county with fewer than 50,000 inhabitants, the commissioner's court may extend the period during which funds must be deposited with the county treasurer, but the period may not exceed 15 days after the funds are received.
(b) A county treasurer shall deposit the money received under Subsection (a) in the county depository in accordance with Section 116.113 (a). In all cases, the treasurer shall deposit the money on or before the seventh business day after the date the treasurer receives the money.

[3] Code of Criminal Procedures Art 103.004[949] [1050] [1015]. Disposition of Collected Money
(a) Except as provided by Subsection (c), an officer who collects recognizance's, bail bonds, fines, forfeitures, judgments', jury fees, and other obligations recovered in the name of the state under any provision of this title shall deposit the money in the County Treasury not later than the next regular business day after the date that the money is collected. If it is not possible for the officer to deposit the money in the County Treasury by that date, the officer shall deposit the money in the County Treasury as soon as possible, but not later than the fifth regular business day after the date that the money is collected.

AGENDA ITEM #1.f.

IRS

News Essentials

- What's Hot
- News Releases
- IRS - The Basics
- IRS Guidance
- Media Contacts
- Facts & Figures
- Problem Alerts
- Around the Nation
- e-News Subscriptions

The Newsroom Topics

- Multimedia Center
- Noticias en Español
- Radio PSAs
- Tax Scams
- The Tax Gap
- 2013 Fact Sheets
- 2013 Tax Tips
- Armed Forces
- Latest News Home

2014 Standard Mileage Rates

IR-2013-95, Dec. 6, 2013

WASHINGTON — The Internal Revenue Service today issued the 2014 optional standard mileage rates used to calculate the deductible costs of operating an automobile for business, charitable, medical or moving purposes.

Beginning on Jan. 1, 2014, the standard mileage rates for the use of a car (also vans, pickups or panel trucks) will be:

- 56 cents per mile for business miles driven
- 23.5 cents per mile driven for medical or moving purposes
- 14 cents per mile driven in service of charitable organizations

The business, medical, and moving expense rates decrease one-half cent from the 2013 rates. The charitable rate is based on statute.

The standard mileage rate for business is based on an annual study of the fixed and variable costs of operating an automobile. The rate for medical and moving purposes is based on the variable costs.

Taxpayers always have the option of calculating the actual costs of using their vehicle rather than using the standard mileage rates.

A taxpayer may not use the business standard mileage rate for a vehicle after using any depreciation method under the Modified Accelerated Cost Recovery System (MACRS) or after claiming a Section 179 deduction for that vehicle. In addition, the business standard mileage rate cannot be used for more than four vehicles used simultaneously.

These and other requirements for a taxpayer to use a standard mileage rate to calculate the amount of a deductible business, moving, medical, or charitable expense are in Rev. Proc. 2010-51. Notice 2013-80 contains the standard mileage rates, the amount a taxpayer must use in calculating reductions to basis for depreciation taken under the business standard mileage rate, and the maximum standard automobile cost that a taxpayer may use in computing the allowance under a fixed and variable rate plan.

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Subscribe to IRS Newswire

Page Last Reviewed or Updated: 06-Dec-2013

AGENDA ITEM #2.

REQUEST FOR EXEMPTION TO 4 PAY PERIOD MANDATORY VACANCY POLICY

Date: 12-20-13 DEPARTMENT REQUESTING EXEMPTION: Justice Administration

DATE JOB VACANT: 12-31-13 4PP END DATE: 2-13-14 DATE NEED FILLED: asap

JOB TITLE Indigent Defense Services Coord. POSITION # 1210000003

JOB POSTED Y CANDIDATE SELECTED N BELOW 75% N PROMOTION N PC –

BUDGETED POSITION Y SALARY GRADE-STEP 14A SALARY $ 34,695 GRANT FUNDED N

CREATED POSITION N JOB DESCRIPTION ATTACHED Y

BRIEF SUMMARY OF JOB Position responsible for Coordinating Indigent Services.

JUSTIFICATION FOR EXEMPTION Short staff without position.

CAN OVERTIME FILL THIS SPOT WITHOUT HIRING ADDITIONAL EMPLOYEE? N IF Y, HOW MUCH WOULD THE OVERTIME COST? $_____

DO YOU ATTEST THAT YOU CANNOT DISTRIBUTE THESE RESPONSIBILITIES WITH CURRENT EMPLOYEES, MAKING THE ADDITIONAL HIRE NECESSARY? Y

RECOMMENDATION TO GRANT EXEMPTION REQUEST FROM HR DIRECTOR

RECOMMENDED _____ NOT RECOMMENDED _____

REASON NOT RECOMMENDED _____

SUBMITTED FOR AGENDA ✓ DATE ON AGENDA 1-7-14

APPROVED ____

DOCUMENT ATTACHED : AGENDA AND BUDGET AMENDMENT

PARTIES CONTACTED TO APPEAR TO DISCUSS JUSTIFICATION FOR EXEMPTION IN CC? Y

WHO WILL APPEAR Bonnie Quiroga

Indigent Defense Services Coordinator

Justice Administration

JOB SUMMARY

This position is responsible for coordinating Indigent Services for the department.

ESSENTIAL JOB FUNCTIONS

- Collects paperwork and applications from attorneys requesting to be added to the court appointed attorneys list.
- Provides support for Magistrate Court operations; processes paperwork.
- Prepares the misdemeanor jail docket.
- Interviews defendants requesting court appointed attorneys.
- Prepares the felony jail docket.
- Prepares and maintains files for court appointed attorneys.
- Attends Criminal Court Board meetings; presents applications for Board approval.
- Able to report regularly for work and be on time.
- Performs related duties.

KNOWLEDGE REQUIRED BY THE POSITION

- Knowledge of court policies and procedures.
- Knowledge of modern office practices and procedures.
- Knowledge of modern office equipment.
- 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 Director of Justice Administration 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 duties in the coordination of indigent services. Frequent interruptions contribute to the complexity of the position.
- The purpose of this position is to coordinate indigent defense services. Success in this position contributes to the provision of court appointed attorneys for indigent defendants.

CONTACTS

- Contacts are typically with co-workers, other county personnel, court personnel, attorneys, defendants, and members of the general public.
- Contacts are typically to provide services, to give or exchange information, or to resolve problems.

PHYSICAL DEMANDS/ WORK ENVIRONMENT

- The work is typically performed sitting at a desk or table or while intermittently sitting, standing, stooping, walking, bending, or crouching. The employee frequently lifts light objects.
- The work is typically performed in an office.

SUPERVISORY AND MANAGEMENT RESPONSIBILITY

None.

MINIMUM QUALIFICATIONS

- Knowledge and level of competency commonly associated with completion of specialized training in the field of work, in addition to basic skills typically associated with a high school education.
- Sufficient experience to understand the basic principles relevant to the major duties of the position, usually associated with the completion of an apprenticeship/internship or having had a similar position for one to two years.

PAY GRADE AND FLSA STATUS

- Pay Grade: 14 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 Rehabilitation Act of 1973. Contact the Human Resources Department with questions regarding ADA accommodations or discrimination issues at (409) 770-5418.

AGENDA ITEM #3.

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

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

December 10, 2013

RECEIVED
DEC 17 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,

Stacy R. Whitehurst

Encl.

SRW/ls

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

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
W 8001 RED OAK LN	TEXAS CITY TX 77591	04-DEC-2013	603705
W 7906 RED OAK LN	TEXAS CITY TX 77591	04-DEC-2013	603704
1825 DICKINSON AVE UNIT #D	DICKINSON TX 77539	05-DEC-2013	603799
1825 DICKINSON AVE UNIT #C	DICKINSON TX 77539	05-DEC-2013	603798
DICKINSON AVE	DICKINSON TX 77539	05-DEC-2013	603789
1825 DICKINSON AVE UNIT #A	DICKINSON TX 77539	05-DEC-2013	603796
1825 DICKINSON AVE UNIT #B	DICKINSON TX 77539	05-DEC-2013	603797
5206 JEFFREY ST	GALVESTON COUNTY TX 77539	03-DEC-2013	603519
4908 25TH ST	GALVESTON COUNTY TX 77539	03-DEC-2013	603549
N 105 GOLDEN OAK DR	TEXAS CITY TX 77591	04-DEC-2013	603707
N 110 GOLDEN OAK DR	TEXAS CITY TX 77591	04-DEC-2013	603708
N 114 GOLDEN OAK DR	TEXAS CITY TX 77591	04-DEC-2013	603711
1821 DICKINSON AVE UNIT #B	DICKINSON TX 77539	05-DEC-2013	603790
1821 DICKINSON AVE UNIT #A	DICKINSON TX 77539	05-DEC-2013	603791
1821 DICKINSON AVE UNIT #C	DICKINSON TX 77539	05-DEC-2013	603792
1821 DICKINSON AVE UNIT #D	DICKINSON TX 77539	05-DEC-2013	603793
W 7909 RED OAK LN	TEXAS CITY TX 77591	04-DEC-2013	603703
1821 DICKINSON AVE UNIT #F	DICKINSON TX 77539	05-DEC-2013	603795
1821 DICKINSON AVE UNIT #E	DICKINSON TX 77539	05-DEC-2013	603794
W 7913 RED OAK LN	TEXAS CITY TX 77591	04-DEC-2013	603702
N 13 HERITAGE OAK DR	TEXAS CITY TX 77591	04-DEC-2013	603700
3420 PALMER HWY STE A	TEXAS CITY TX 77590	02-DEC-2013	603340
2205 MOONSTONE CT	TEXAS CITY TX 77591	04-DEC-2013	603639
2210 ONYX CT	TEXAS CITY TX 77591	04-DEC-2013	603669
8030 HWY 1765 STE C-104	TEXAS CITY TX 77591	04-DEC-2013	603699

STACY WHITEHURST
VICE PRESIDENT OF REGULATORY AFFAIRS

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

RECEIVED
DEC 18 2013
GALVESTON COUNTY JUDGE

December 16, 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,

Stacy R. Whitehurst

Encl.

SRW/ls

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

County: GALVESTON

Service Address	City/State/Zip	Established Date	Prem Code
5013 ALLEN CAY	TEXAS CITY TX 77590	10-DEC-2013	603827
2454 MARINA BAY DR	LEAGUE CITY TX 77573	13-DEC-2013	603845
1805 EGERT BAY BLVD UNIT CLUB H	LEAGUE CITY TX 77573	11-DEC-2013	603829
W 4800 MAIN ST UNIT PAVILL	LEAGUE CITY TX 77573	11-DEC-2013	603831

AGENDA ITEM #4.

COUNTY OF GALVESTON

On this the 7th day of January, 2014 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, Pct. No. 1
Kevin D. O'Brien, Commissioner, Pct. No. 2;
Stephen D. Holmes, Commissioner, Pct. No. 3
Kenneth Clark, Commissioner, Pct. No. 4
Dwight D. Sullivan, County Clerk

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

Whereas, Galveston County will greatly miss the dedicated service of **Ms. Martha Branson** our **Guardianship Supervisor** who has, after 20 years of loyal and dedicated service to the people of Galveston County, announced her retirement, which became effective December 30, 2013; and

Whereas, Martha began her career with Galveston County on April 12, 1993. During her tenure with us, she dedicated her professional life toward unselfishly serving the Wards under the Guardianship of Galveston County. Martha's passion for helping the citizens who cannot help themselves made this a long and successful career; and

Whereas, Martha's knowledge, skill, integrity, and dedication were demonstrated on a daily basis for the twenty years she worked for the county. Her friendly attitude and keen manners were well recognized and appreciated by the citizens she served and the coworkers who have had the pleasure of working with her; and

Whereas, Martha's retirement will leave a void in the hearts of the people she has worked with for so long and so well. A person with her commitment to public service is rare indeed. The people of Galveston County will miss their trusted, devoted and loyal friend; and

Whereas, the **Commissioner's Court of Galveston County, Texas** wishes to express its appreciation to **Martha Branson** for her long and loyal service to the County and wishes her luck in her future endeavors.

Now, Therefore Be it Resolved, that the **Commissioners' Court of Galveston County, Texas** issues this **Resolution of Appreciation** to **Martha Branson** in thanks for her many years of faithful and unselfish dedication and devotion to the citizens of Galveston County.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed this 7th day of January, 2014.

Attest:

By: County of Galveston, Texas

Dwight D. Sullivan, County Clerk

Mark Henry, County Judge

Ryan Dennard, Comm., Pct. #1

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

Stephen D. Holmes, Comm., Pct. #3

Kenneth Clark, Comm., Pct. #4

AGENDA ITEM #5.

COUNTY OF GALVESTON

On this the 7th day of January, 2014, 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 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, Elizabeth Aimee Brown is a determined and independent lady celebrating her 100th birthday who was born on January 29, 1914 in Pretoria, South Africa. She immigrated to Texas with her husband, Robert David Brown in 1994 and resided with her daughter Brenda Gutierrez, and son in law, Christopher Gutierrez in Houston from 1994 through 1999; and

Whereas, Elizabeth Aimee Brown moved to Galveston Island with her family in 1999 and resided there until 2004 when she moved to Tiki Island, Texas; and

Whereas; Elizabeth Aimee Brown was a member of Trinity Episcopal Church in Galveston and participated in many of the church activities and attended services regularly; and

Whereas, Elizabeth Aimee Brown joined Tiki Island Chapel in 2013 and has attended Sunday services regularly; and

Whereas, Elizabeth Aimee Brown became a U.S. citizen in 2002; became a Republican and has participated in all elections since, showing an interest in this country's government and elections; and

Whereas, Elizabeth Aimee Brown has participated in Olli (Osher Lifelong Learning Institute) activities, attended Moody Methodist Libby's Program; and has been a member and frequently attended Galveston Republican Women's meetings and functions; and

Whereas, Elizabeth Aimee Brown has enjoyed living in her island home surrounded by water, birds and loving family and friends; and

Whereas, in 2008, Hurricane Ike devastated Galveston County, especially Tiki Island, **Elizabeth Aimee Brown** returned to the island; and

Whereas, Elizabeth Aimee Brown is loved and respected by many people in the Galveston County community, including members of the Galveston Republican Women, Galveston County Republican Party, Tiki Island Chapel, Libby's Adult Daycare, and many others; and

Whereas, it is fitting and appropriate that the **Commissioners' Court of Galveston County** also issues this Resolution in honor of **Elizabeth Aimee Brown** upon her **100th birthday**. She is adored by her family and friends and will always be a treasured member of the Galveston County community. Those who know her best also undoubtedly wish to express their admiration for this wonderful centenarian.

Now, Therefore, be it Ordered, that a copy of this Resolution be spread upon the minutes of this Court and the Original hereof delivered to **Elizabeth Aimee Brown** as evidence of the good wishes of the **Commissioners' Court of Galveston County, Texas.**

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed this 7th day of January, 2014.

Attest:

By: County of Galveston, Texas

Dwight D. Sullivan, County Clerk	**Mark A. Henry, County Judge**
Ryan Dennard, Comm., Pct. #1	**Kevin D. O'Brien, Comm., Pct. #2**
Stephen D. Holmes, Comm., Pct. #3	**Kenneth Clark, Comm., Pct. #4**

AGENDA ITEM #6.

2015 COUNTY HOLIDAY SCHEDULE JUSTICE CENTER CLOSED

Holiday	**Date**	**Day of the Week**
New Year's Day	Jan. 1	Thursday
Martin Luther King Day	Jan. 19	Monday
Good Friday	April 3	Friday
Memorial Day	May 25	Monday
Independence Day Observed	July 3	Friday
Labor Day	Sept. 7	Monday
Veterans Day	Nov. 11	Monday
Thanksgiving	Nov. 26	Thursday
	Nov. 27	Friday
Christmas Eve	Dec. 24	Thursday
Christmas Day	Dec. 25	Friday

AGENDA ITEM #7.

COUNTY OF GALVESTON

On this the 7th day of January, 2014, the **Commissioner's 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 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, Gulf Coast Community Protection and Recovery District, Inc. (the "Corporation") was incorporated by the Counties of Brazoria, Chambers, Galveston, Harris, Jefferson and Orange (collectively the "Sponsors") to aid the upper gulf coast region in the development of a regional plan to protect the region from future storm surge; and

WHEREAS, the Articles of Incorporation of the Corporation state that each sponsoring County appoints one (1) director to the board of directors of the Corporation, with each director serving a three (3) year term; and

WHEREAS, the Articles of Incorporation state that the Corporation's three (3) at large directors shall be appointed by a majority of the Sponsors, with each director serving a three (3) year term; and

WHEREAS, the term of the **Galveston** County director of the Corporation has expired and **Galveston** County wishes to appoint **County Judge Mark Henry** as a director of the Corporation; and

WHEREAS, the Articles of Incorporation of the Corporation require that the Commissioner's Court of each sponsoring County approve any amendment of the Corporation that exceeds SIX HUNDRED THOUSAND ($600,000.00) DOLLARS; and

WHEREAS, the Corporation has entered into a professional services agreement with Dannenbaum Engineering Corporation ("Dannenbaum"), and the Corporation desires to amend such professional services agreement for administrative efficiency, to enable the Corporation to use subcontractors to assist with the Corporation's planning activities necessary to develop a comprehensive plan for long-term mitigation and recovery from storm surge, flooding and wind-related disaster events; and

WHEREAS, it is necessary that the **Commissioner's Court of Galveston County**, Texas authorize its appointed director of the Corporation, to authorize the President of the Corporation to negotiate, execute and deliver an amendment to the professional services agreement by and between the Corporation and Dannenbaum in an additional amount of up to $2,000,000.00 in the aggregate for services to be provided by such subcontractors as may be approved from time to time by the board of directors of the Corporation.

NOW THEREFORE, BE IT RESOLVED, the **Commissioner's Court of Galveston County**, Texas hereby appoints **County Judge Mark Henry** as a director of the Corporation; and

BE IT FURTHER RESOLVED that the Commissioner's Court of Galveston County, Texas hereby appoints Jim Sutherlin, Project Leader, Texas Parks and Wildlife Department and Lisa LaBean, Chemical Engineer with Dow Chemical Company, as the at large directors of the Corporation; and

BE IT FURTHER RESOLVED that the **Commissioner's Court of Galveston County**, Texas hereby grants the authority necessary to **County Judge Mark Henry**, as a director of the Corporation, to authorize the President of the Corporation to negotiate, execute and deliver an amendment to the professional services agreement by and between the Corporation and Dannenbaum in an additional amount of up to $2,000,000.00 in the aggregate for services to be provided by such subcontractors as may be approved from time to time by the board of directors of the Corporation.

Upon Motion Duly Made and Seconded, the above Resolution was unanimously passed on this the 7th day of January 2014.

Attest:

By: County of Galveston, Texas

Dwight D. Sullivan, County Clerk	**Mark A. Henry, County Judge**
Ryan Dennard, Comm., Pct. #1	**Kevin D. O'Brien, Comm., Pct. #2**
Stephen D. Holmes, Comm., Pct. #3	**Kenneth Clark, Comm., Pct. #4**

AGENDA ITEM #8.

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
Chief Administrator

December 30, 2013

Judge Sullivan, Probate Judge
Galveston County Justice Ctr
600 59th Street
Galveston, Texas 77551

Judge Henry

As of December 30, 2013 Martha Branson the Guardianship Supervisor will be retiring. The Commissioners' Court designates Jocelyn Pierce, as the acting Supervisor, and grants her the authority as the County's representative to sign off on any documentation requiring a certified guardian or supervisory signature. This authority is effective December 31, 2013 until all remaining clients are processed through the court to Friends for Life.

Sincerely,

Mark Henry

MAH/rgl

409-766-2244 • 281-316-8300 Ext. 2244 • Fax 409-765-2915

AGENDA ITEM #9.

DFPS Purchased Services
Texas Department of Family and Protective Services
P. O. Box 5200 Tyler, TX 75702
(Mail Code: 3137)
Email Address: ieasha.sinegal@dfps.state.tx.us

Contract Monitoring Report

Monitoring Fiscal Year 2013

Months Reviewed: April, May and June 2012

Contractor: Galveston County

Type of Service: Title IV-E Legal Services

Contract # 23940070 Region # 06

Name of Contract Manager: Ieasha SInegal

Type of Report: Initial/Final - Targeted

Date Monitoring Initiated: 11/26/13

Dates of On-Site Visit(s): n/a

Date of Initial Report: 11/27/13

Date of Follow-up Visit(s): na

Date of Final Report: 11/27/13

TEXAS DEPARTMENT OF FAMILY AND PROTECTIVE SERVICES

COMMISSIONER
John J. Specia, Jr.

November 27, 2013

Connie Nicholson
Galveston County Director of Community Services
722 MOODY AVE FL 5
GALVESTON, TX 77550

Re: FY 2013 **Initial/Final** Monitoring Report
Contract #23940070 – Galveston County Title IV-E Legal Services

Dear Ms. Nicholson:

On November 26, 2013, the Texas Department of Family and Protective Services (DFPS) conducted a monitoring review of your cost reimbursement contract for Title IV-E Legal Services. The total reimbursable amount of the contract is $79,007.04. The review was conducted in accordance with the terms of your contract, DFPS contract management guidelines, and state and federal regulations. This serves as the initial and final monitoring report for the review.

The scope of the monitoring review included:

- Fiscal monitoring to help assure fiscal responsibility and accountability.

I reviewed fiscal operations and systems for the months of April, May, and June of 2012, as this billing was received in my office during Fiscal Year 2013.

Fiscal Monitoring

All transactions for salary and fringe benefits reimbursed by DFPS were reviewed. Supporting documentation submitted by Mr. Froy Arcega, Galveston County- Title IV-E Reimbursement Division, included county payroll records and daily timesheets for Assistant District Attorney's Melanie Airey, Jennifer Dunne-Burnett, and Taniya Henderson. The documentation was found to support the expenses billed.

Conclusion

Your county was found to be in general compliance with billing requirements. Billings were completed and reflected reasonable, allowable, and budgeted expenses. On

November 21,2013, I requested the ICSQ and 941. These documents were not provided at this time. However I was made aware that the County is in the process of completing the ICSQ and will submit in the near future.. There were no Fiscal Monitoring Findings noted in the review.

Also please let me know if technical assistance is in completing the billing for FY '13. All billing has been completed for FY '12 at this time.

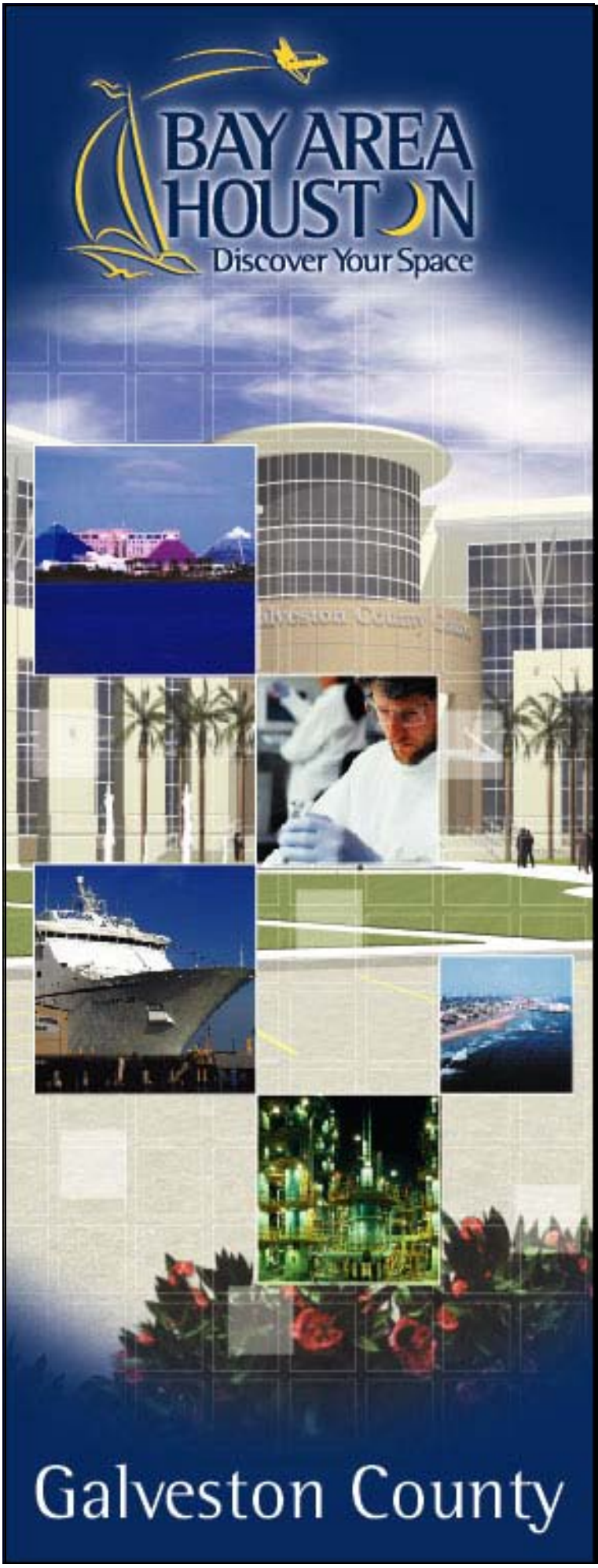
In the event you have any questions concerning this report, please feel free to contact me at (713) 767-2643 or ieasha.sinegal@dfps.state.tx.us.

Sincerely,

Ieasha Sinegal
CPS Contract Manager

Cc: Froy Arcega, Title IV-E Reimbursement
Connie Nicholson, Galveston County Director
Robbie Robinson, Region 06 Contract Program Director

AGENDA ITEM #10.



Galveston County Activities Report

September 2013 Through November 2013

Bay Area Houston Economic Partnership
P.O. Box 58724
Houston, Texas 77258

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Bay Area Houston Economic Partnership
September 2013 – November 2013
Galveston County Activities Report

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Section 1: Business Assistance Programs

2013 State of the Counties Addresses

BAHEP held its annual State of the Counties Address on Sept. 18, 2013. **Galveston County Judge Mark Henry** and Harris County Judge Ed Emmett provided economic and financial updates on their respective counties. More than 150 business leaders and elected officials were in attendance, including: **Galveston County Commissioners Ken Clark and Kevin O'Brien**, Dickinson Council Member Wally Deats, Friendswood Council Member Steve Rocky, Kemah Mayor Bob Cummins, Kemah Mayor Pro-Tem Carl Joiner and Kemah Council Member Wanda Zimmer.

Advocacy for Relief from the FEMA Flood Insurance Act Paying Dividends

BAHEP's and other national organizations' advocacy actions to educate congressional members about the negative impact to home owners in the region, including **Galveston County**, from the Biggert-Waters Flood Insurance Reform Act of 2012 (BW-12) has resulted in a bill to delay implementation of the act for up to four years. The bill, co-sponsored by Maxine Waters, also a co-sponsor of the BW-12 act, will require the Federal Emergency Management Administration (FEMA) to complete a required study of the impact to home owners and present the findings to Congress. It is estimated that the study will take two years and implementation another two years. The bill also relieves primary home owners of any increases in flood insurance rates until the process is completed and the accuracy of the new flood maps is verified.

Region's Officials Tour New Orleans Flood Barrier System

BAHEP President Bob Mitchell accompanied business leaders and elected officials on a tour of the levee system surrounding New Orleans on Sept. 4, 2013. The tour was conducted by Arcadis, the United Kingdom-based company, responsible for engineering and building the barriers. The trip and tour were organized by Dr. Bill Merrell, Texas A&M – Galveston, the creator of the Ike Dike storm surge protection concept. The travelers learned about the technologies used in the levee system, including the massive gates that allow traffic from the Gulf Intraacoastal Waterway to pass through the barrier. Travelers included **Galveston County Judge Mark Henry**; **Galveston County Commissioner Kevin O'Brie**n; **State Senator Larry Taylor;** Galveston City Council Member Marie Robb; Dr. Bill Merrell, professor, Texas A&M University at Galveston; and Maj. Gen. Bill McClain, USA (Ret.), special advisor to the CEO and vice president, Texas A&M University at Galveston.

BAHEP Updates Galveston County Judge Mark Henry

Bob Mitchell met with Galveston County Judge Mark Henry on Oct. 18 and Nov. 7, 2013, to provide updates on BAHEP's initiatives on the Biggert-Waters Flood Insurance Reform Act, storm surge protection for Galveston County, BAHEP Cares!, the Ellington Space Port concept, and NASA.

BAHEP Co-hosts Texas Lt. Governor Republican Candidate Forum

The "Houston Area Business & Industry Political Breakfast - Texas Lt. Governor Republican Candidate Forum" was co-hosted by BAHEP, other economic development organizations and industry associations, including the Texas Chemical Council and the East Harris County Manufacturers Association, on Nov. 20, 2013. Candidates participating in the forum were Lt. Gov. David Dewhurst, Sen. Dan Patrick, Land Commissioner Jerry Patterson, and Agriculture

Commissioner Todd Staples. The overflow audience, which included BAHEP's Specialty Chemical Marketing Manager C.A. Shields, heard the candidates state their position on key issues facing the state.

BAHEP Political Protocol Committee Hears Importance of Ballot Propositions

Political Protocol Committee Chair Marcy Fryday of Lakewood Yacht Club invited Tony Bennett, president of the Texas Association of Manufacturers, and Brian Freedman, The Boeing Company manager of State and Local Government Operations, to present information on State Proposition #3, Aviation Parts Warehousing and Inventory Tax. This presentation was followed by a discussion, led by **Galveston County Commissioner Ken Clark**, on Proposition #6, State Water Implementation Fund for Texas. Bennett, Freedman and Clark described the economic benefits of the respective propositions and encouraged committee members to support them. Both propositions were subsequently passed by voters during the November elections.

Political Protocol Committee to Host Forum for House District 129 Candidates

BAHEP's Political Protocol Committee is planning a "learn about the candidates" forum for the Texas House District 129 candidates. The incumbent, Rep. John Davis, announced he is not seeking re-election for the House seat. The event will be held on Jan. 29, 2014, and will provide an opportunity for BAHEP members to learn more about each candidate's platform.

City of Friendswood City Council Receives Update on BAHEP Initiatives

Dan Seal, BAHEP executive director, Special Initiatives, gave a presentation on BAHEP's work in support of Friendswood to the city council on Oct. 7, 2013. Seal reported on BAHEP's initiatives in support of the Community and Economic Development Committee to promote the business climate of Friendswood and preserve the high quality of living that the citizens enjoy. These included business retention and expansion work, hosting national site consultants and advocacy for NASA, storm surge suppression technologies and affordable flood insurance.

BAHEP Recognized for Advocacy Initiatives

The East Harris County Manufacturers Association (EHCMA) recognized BAHEP as a partner in political advocacy, environmental stewardship, and workforce development during its annual banquet on Nov. 12, 2013. Craig Beskid, EHCMA executive director, described how BAHEP is proactive and has the ability to get things done, including the **Congressmen Randy Weber** and Steve Stockman chemical meet and greet event, the general membership meeting that focused on the specialty chemical industry, and facilitating the very productive meeting between City of Houston Mayor Annise Parker and EHCMA members. EHCMA is an alliance of more than 130 chemical manufacturers, refiners and supporting distribution facilities.

BAHEP Staff Member Selected to Represent Business Interests to Federal Regulators

Dan Seal of BAHEP was selected by the Texas Utility Group to advocate for preserving electrical generation capabilities for coal-based electrical generation in Texas. Seal represented these interests in Dallas on Nov. 7, 2013, before an Environmental Protection Agency public forum.

BAHEP's David Braun Honored as Citizen of the Year by Clear Creek ISD

BAHEP Aerospace Marketing Manager David Braun was honored as Citizen of the Year by Clear Creek Education Foundation (CCEF) at its Annual Gala on November 2 at South Shore Harbour Resort and Conference Center. CCEF presents this award each year to an outstanding member of the community who consistently demonstrates commitment to CCISD and excellence in public education through volunteer efforts. CCISD Superintendent Dr. Greg Smith stated, "David Braun is a longtime community member who has helped shape school boundary decisions, served on the financial advisory committee as well as the facility advisory committee in 2012. He truly cares about his community, and we are blessed to have him volunteer his support for so many CCISD initiatives." These accomplishments are in addition to his duties as Nassau Bay Mayor Pro Tem.

New Dimensions Home Healthcare Plus Wins Prestigious Governor's Award

Bob Mitchell of BAHEP helped honor Josie Lightfoot, founder and CEO of New Dimensions Home Healthcare Plus, with the Governor's 2013 Small Business Award on Oct. 25, 2013. New Dimensions Home Healthcare Plus, a BAHEP member, has 500 employees and provides health services and education to individuals and families in the greater Houston region. More than 150 business leaders and elected officials were in attendance to honor Lightfoot.

BAHEP Business Assistance Activities

Staff members made presentations, wrote letters of support and participated in conferences, seminars, and industry and municipal meetings to assist BAHEP members. Please contact BAHEP if more information is needed on any of these events. These included:

- Dickinson Economic Development Corp. meeting — Sept. 9
- Grand Opening of Wounded Warrior Project event — Sept. 12
- League City Chamber of Commerce Patriot Luncheon — Sept. 13
- BAHEP Presentation to Houston-Galveston Area Council on Impact of Biggert-Waters Flood Insurance Reform Act — Sept. 17
- Clear Creek ISD Foundation meeting — Oct, 16
- Rep. Greg Bonnen, MD, Town Hall Meeting — Oct. 21
- Letter of Support to Houston-Galveston Area Council for Kemah Livable Center Planning Study — Oct. 31
- Dickinson Economic Development Corp. meeting — Nov. 4
- Space Center Rotary — Nov. 4
- AMOCO Federal Credit Union Appreciation Luncheon — Nov. 5
- Armand Bayou Nature Center Martyn Farm Festival – volunteer work — Nov. 9-10
- Grand Opening of the New Houston Area Safety Council Training Campus — Nov. 13
- AMOCO Federal Credit Union-Clear Lake Branch Ribbon Cutting — Nov. 19
- Armand Bayou Nature Center Ribbon Cutting for new education building — Nov. 21
- BayTran Monthly Luncheon – Featured Speaker TXDOT District Engineer — Nov. 21

Medical Device Entrepreneur Speaks to BAHEP Healthcare Committee

Jeff Sheldon, former aerospace engineer, has founded numerous medical device and venture capital companies. Among the many companies founded by Sheldon is IDev Technologies, which was sold to Abbott Laboratories for $310 million in 2013. Sheldon's presentation included the trials and tribulations of starting a business and the length of time it takes for a product to be developed. A nice quote from Sheldon: "Luck is where preparation meets opportunity."

Section 2: Current BAHEP Projects within Galveston County

Project Name	Business Type	Jobs	Acreage	Required Sq. Ft.
Balloon II	Manufacturing	18	Unknown	10,000
Conceal	Manufacturing	100	2	98,000
JK	Aerospace	10	Unknown	6,500
Katniss	Engineering	75	5	20,000
Muse	Hospitality	Unknown	30	Unknown
Rain	Manufacturing	18	Unknown	20,000
SKYGUARD	Aviation	45	10	60,000
Treat	Restaurants	Unknown	Unknown	Unknown
Uptown	Mixed Use	Unknown	33	Unknown
		266	80	208,000

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Section 3: Marketing

Kemah, Port of Houston Plan for New Tourism Opportunities with BAHEP's Assistance
BAHEP's Dan Seal participated in a meeting between the Port of Houston Authority, City of Kemah, and the Bay Area Houston Convention and Visitor's Bureau on Nov. 25, 2013. The purpose of the meeting was to discuss tourism packages in Kemah for cruise ship passengers departing from the newly-opened Bayport Cruise Terminal.

BAHEP's Dan Seal Delivers Keynote Address at Friendswood Real Estate Symposium
On Oct. 17, 2013, Dan Seal of BAHEP was a keynote speaker at the Friendswood Community and Economic Development Committee's Annual Broker/Developer Symposium. Seal discussed real estate development opportunities existing in Bay Area Houston.

BAHEP Assists City of Friendswood Develop Commercial Real Estate Strategy
On Oct. 7, 2013, BAHEP's Dan Seal participated in a Friendswood Community and Economic Development Committee Work Session in which a proposed plan for development of the FM 528 corridor was presented to the Friendswood City Council. The plan will assist the city in planning and developing new properties along the corridor.

Japan External Trade Organization Receives Assistance from BAHEP
BAHEP was contacted by the Japan External Trade Organization (JETRO), a Japanese government-affiliated-organization promoting trade and investment, and asked for BAHEP's assistance in facilitating Japanese companies' business expansion relating to the booming chemical industry. A business mission of 30 executives met with BAHEP and local manufacturers on Sept. 20, 2013, with the purpose of learning about the impact of shale developments in Texas and exploring potential business opportunities. Japanese companies in Texas have already announced over $500 million in expansion projects, and the upcoming trade mission will bring in additional opportunities and investments to the region.

BAHEP Participates with Houston Delegation at NBAA Conference
BAHEP's Dan Seal joined a Houston delegation, which included the Houston Airport System, CenterPoint Energy and the Greater Houston Partnership, at the National Business Aviation Association Conference in Nevada from Oct. 21-24, 2013. The Houston booth advertised development opportunities at Ellington Airport to approximately 25,000 attendees.

BAHEP Hot Projects Presentation
The Bay Area Houston 'hot projects' presentation, developed by Barbara Cutsinger of BAHEP, features commercial office, industrial and residential projects underway, planned or recently completed in the region. The presentation is given to business and community organizations to inform them of economic developments in the region, including **Galveston County**. To view the presentation, visit: http://bit.ly/1eLDS6j.

2013 Petrochemical and Maritime Outlook Conference
BAHEP's Barbara Cutsinger and C.A. Shields attended the Petrochemical and Maritime Outlook Conference as guests of CenterPoint Energy to develop project leads for the region. The conference was hosted by the Economic Alliance Houston Port Region on Sept. 5, 2013.

Petrochemical and maritime experts shared plans for petrochemical expansion that has the Houston Ship Channel region positioned for unprecedented growth. Refining and chemical industry executives and maritime experts discussed how a dramatic natural gas revolution in the United States is driving industry growth and economic prosperity and how other economic factors are contributing to the regional boom. The annual outlook conference featured a keynote address from Port of Houston Authority Chairperson Janiece Longoria and a luncheon keynote from ExxonMobil Chemical Company Senior Vice President Lynne M. Lachenmyer. In addition to the keynotes, the conference hosted panel discussions. A petrochemical panel reviewed plans for local plant expansions and gave an overview of the economic health of the industry.

Texas Comptroller Combs Addresses Chemical Associations' Annual Meeting

BAHEP staff member C.A. Shields attended the Texas Chemical Council and Association of Chemical Industry of Texas' Annual Industry Luncheon on Oct. 10, 2013, as a guest of BAHEP member Kaneka North America. The keynote speaker was Texas Comptroller Susan Combs, who commented on all the smiling faces. With over 234,000 direct employees working in the chemical industry with average salaries above $86,000, she said she understood why the chemical industry had so many reasons to be happy. Comptroller Combs also spoke about some regulatory burdens that could hamper Texas' ability to continue to grow economically. The "sue and settle" method that the federal government and environmental activists have been engaging in negatively impacts Texas' ability to produce energy and manufacture goods due to inconsistent changes to the water, energy, and environmental policies coming from Washington.

Federal agencies are proposing and adopting regulations based on insufficient and inadequate scientific research, specifically with endangered species. From 1996 to 2006, the average number of endangered species to be considered was about 20 per year. Beginning in 2007 and continuing to 2013, the average number of proposed species to be listed as endangered species rose to 1,250 per year. While the state acknowledges that some species are under threat, the approach taken by some activist groups are inconsistent with scientific procedures. Each individual proposal has an impact, and when a large number of proposals for regulatory changes begin to surface, this creates uncertainty for businesses, costs Texas jobs, and adds layers of additional costs. Texas has shown that endangered species can be protected without stifling economic development or placing excessive restrictions on private land. Combs said it's vital to protect the interests of landowners, communities, and business rights while using science to protect the environment.

International Council of Shopping Centers (ICSC) Retail Deal Making Show

Barbara Cutsinger of BAHEP, along with member cities, exhibited a regional booth at the 2013 ICSC show in Dallas from Nov. 6 – 8, 2013. BAHEP participated in the show to assist its city members attract more retail outlets. Municipal participants said they like the regional approach to an exhibit booth. It provides inexpensive visibility for the cities plus the representatives have the freedom to visit other exhibit booths. Municipal participants included:

- City of Dickinson / Angle Forbes, Julie Johnson
- City of Friendswood / Karen Capps

Cutsinger has distributed to all BAHEP municipal members the flyers and information provided by brokers representing retail companies and restaurants.

BAHEP Marketing and Prospect Development Activities

Staff members made presentations and participated in conferences, expos, seminars, and industry meetings to network with business leaders to develop project leads. Please contact BAHEP if more information is needed on any of these events. These included:

- ACEC Engineers Luncheon with Dr. Bill Merrell / Texas A&M University at Galveston — Sept. 20
- Greater Houston Partnership's Business Retention Task Force — Oct. 10
- CBRE 3rd Quarter Press luncheon — Oct. 15
- 2013 National Business Aviation Assoc. Conference — Oct. 21-24
- Colliers International Open House for new offices — Oct. 29
- Bio Houston Women in Science luncheon — Oct. 30
- Japan America Society of Houston 45th Anniversary Gala — Nov. 2
- BioHouston Breakfast Forum — Nov. 7
- Biotech / Medical Industries dinner meeting with Netherlands delegation — Nov.18

Prospect Review Meeting

BAHEP staff members conducted its quarterly Prospect Review meeting on Oct. 13, 2013, to review projects with city, county and BAHEP member representatives. Upcoming marketing opportunities and trends were also discussed. Attendees included Owen Rock, City of League Economic Development Manager.

2013 ChemInnovations Conference & Expo

C.A. Shields of BAHEP attended the 2013 ChemInnovations Conference & Expo held in Galveston on Sept. 25-27, 2013. The conference provided information on the chemical process industry and offered a platform for over 100 companies to display their technologies and services. Mark E. Jones, External Strategy and Communications executive for Dow Chemical, gave the keynote address. Jones highlighted the effects of the recent resurgence of natural gas on the chemical processing industry. Jones detailed the pathway for the industry's quick adaptation to shale gas, including utilization of Texas' existing pipeline infrastructure and proximity of reserves to usable water supply areas. The abundance of shale gas has increased the industry's access to ethane, which is improving chemical cracking technology. The switch from naphtha cracking to ethane cracking is also spurring innovations in the downstream product chain, as certain naphtha byproducts are no longer available. The change has caused demand for on-demand synthesis of certain products, an effect which has been seen locally by BAHEP member Kuraray's expansion of its PVOH (polyvinyl alcohol) product lines.

Texas Economic Development Council (TEDC) Annual Meeting

BAHEP's Barbara Cutsinger attended the TEDC annual meeting in Austin, Texas, from Oct. 16 – 18, 2013, to learn about new tools used in the economic development profession and recent market trends.

Richard Froeschle of the Texas Workforce Commission gave an informative presentation titled, "Changing Face of the Texas Labor Market," that outlined labor market trends – which industries and occupations are most likely to offer the best job opportunities and how the educational system is responding to the talent pipeline challenge. BAHEP municipal partners

attending the conference were Angela Forbes / City of Dickinson and Owen Rock / City of League City.

BAHEP Hears Real Estate Market Update during TrendLines®

Barbara Cutsinger attended the Transwestern TrendLines® event on Nov. 20, 2013, to learn about recent trends in the Houston and national commercial real estate markets. TrendLines® is an annual industry event, begun in 1997, sponsored by Transwestern and created by its research partner, Delta Associates. Market trends identified by Greg Leisch of Delta Associates include 1) renting is increasing faster in Houston than the rest of the U.S., which is driving multifamily investment sales prices at a higher pace than other metropolitan regions and 2) the strong performance of Houston's real estate is attracting international investors. Leisch's presentation can be accessed via this weblink:
http://www2.transwestern.net/Events/Trendlines/Houston/documents/TRENDLINES-E-BOOK.pdf.

Section 4: Advertising, Public Relations & Media Communications

Media Interviews
BAHEP President Bob Mitchell was interviewed by media outlets on a number of topics including the partial federal government shutdown and the Biggert-Waters Flood Insurance Reform Act among other economic development issues. The media outlets include the following:

Associated Press	KTRK Channel 13
Aviation Week & Space Technology	KPRC Channel 2
USA Today	Fox 26
The Wall Street Journal	KHOU Channel 11
Houston Chronicle	KUHF Radio
Houston Community Newspapers	KTRH 740 Radio
Galveston County Daily News	Houston Real Estate Radio KTRH 740
Guidry News	Univision KXLN 45 - Houston

Regional Print Media Featuring BAHEP
Numerous publications, including the *Houston Chronicle*, *Bay Area Citizen*, *Pasadena Citizen*, *Friendswood Journal*, *Pearland Journal* and the *Galveston County Daily News*, publish Bay Area Houston's *Business to Business* update monthly as well as BAHEP news releases. Story topics include economic development news, the Space Alliance Technology Outreach Program, and other information relevant to the region's business community. Copies of the most recent issues can be found on BAHEP's website at: http://www.BayAreaHouston.com/default/index.cfm/news-room/.

Regional Online Media Featuring BAHEP
Guidry News Service publishes BAHEP news releases on events and services in Bay Area Houston. Guidry News Service is based in midtown Houston with offices in downtown Beaumont and downtown Galveston.

BAHEP's E-News Publications
The e-newsletter, *The Business Development Update*, produced by BAHEP four times a year, is available online and distributed to more than 2,500 commercial brokers, developers, and site consultants. *The Business Development Update* includes information regarding commercial, office, industrial, residential, retail and infrastructure development in Bay Area Houston. This publication was distributed on Nov. 4, 2013. It can also be found on BAHEP's website, along with archival issues, at: http://www.BayAreaHouston.com/default/index.cfm/news-room/business-development-update.

BAHEP's *Business Briefs* is posted on the organization's website. This newsletter provides brief summaries of major BAHEP activities four times per year. The Fall 2013 and archival issues are currently available for viewing in the News Room section of the website.

The BAHEP *Twitter* feed provides up-to-date news on BAHEP and the region. Read BAHEP's tweets at www.twitter.com/bahep.

The BAHEP *Facebook* page at http://www.facebook.com/BayAreaHoustonEcon has updates on recent activities of interest to the Bay Area Houston community.

BAHEP also provides updates on Bay Area happenings with the professional networking site *LinkedIn*: http://www.linkedin.com/company/bay-area-houston-economic-partnership.

The BAHEP *YouTube* channel: http://www.youtube.com/user/BayAreaHouston provides video from General Membership Meetings and interviews on special topics.

Web-based TV
YourTownTV.com, a member of the Bay Area Houston Economic Partnership, is a Web-based TV show, an "infotainment" resource.

Section 5: Special Initiatives

Preserve NASA Funding Levels

Commercial Spaceflight Federation 2013 Fall Meeting
BAHEP's Bob Mitchell, Dan Seal and David Braun attended the Commercial Spaceflight Federation (CSF) 2013 Fall Meeting from Sept. 4 – 6, 2013. The meeting focused on a discussion by panelists on opportunities for the commercial spacecraft industry. Panelists included Houston Airport System (HAS) Director Mario Diaz, former astronauts and leaders in the commercial spaceflight industry. BAHEP helped HAS and CSF organize the event.

Much of the discussion revolved around the proposal to turn Ellington Airport into a licensed spaceport. Diaz, the keynote speaker at the event, said Ellington Airport could obtain a license from the Federal Aviation Administration next year. The FAA has licensed eight commercial spaceports in the U.S., and Diaz sees Ellington Airport as a potential port for space tourism and other commercial space endeavors. The event attracted more than 50 companies not currently in the greater Houston region.

BAHEP Speaks Out on Federal Shutdown
BAHEP President Bob Mitchell described the impact of the Federal Shutdown to NASA Johnson Space Center's contractors during six media interviews. Mitchell pointed out that 10,000 plus contractor employees would be furloughed if the shutdown continued through Nov. 1, 2013. BAHEP's Facebook page carried stories on the shutdown, and BAHEP released a white paper on the impact of the shutdown that was carried in various media sources including those outside the State of Texas. To view the white paper, please visit http://bit.ly/15s3Qpd.

Bay Area Houston Advanced Technology Consortium (BayTech)

What is BayTech?
The Bay Area Houston Advanced Technology Consortium, or BayTech, is a 501(c)(3) non-profit technology consortium comprised of academia, industry, NASA Johnson Space Center, and the State of Texas. BayTech was formed by BAHEP and has built a network of partners across multiple industries and academia, creating a resource pool which will be drawn on as collaborations are identified and research funding is pursued. BayTech's goals are to 1) acquire public and private research and technology development funding for the Bay Area Houston region; 2) secure customers for, and provide simplified access to, NASA JSC's capabilities and facilities through its Space Act Agreement; and 3) pursue partnerships to support technology development.

NASA Space Act Agreement Continues to Deliver Results
BayTech has established a proven process to provide simplified access to NASA JSC facilities and capabilities by commercial companies through its Space Act Agreement with NASA. To date in 2013, BayTech has executed 20 agreements in excess of $250,000, including vibration testing of piping connectors and the refurbishment of the cockpit, mid deck, and payload bay of the Space Shuttle Replica residing at Space Center Houston.

BayTech Receives Prestigious Award from the Texas Economic Development Council
In June 2013, BayTech received the 2013 Workforce Excellence Award in the Regional Category from the Texas Economic Development Council at its semi-annual meeting in Frisco, TX. BayTech was selected among eight applicants. It was recognized for its efforts in 2012 to train and re-employ impacted aerospace workers in the petrochemical industry as well as its efforts to build collaborations among aerospace companies in the Bay Area region with other industries and to bring to bear the capabilities of the NASA Johnson Space Center for use by commercial companies.

Pumps & Pipes Collaborative to Benefit Aerospace Community
BayTech is engaging in several collaborations, such as the "Pumps & Pipes" initiative, forming relationships that may result in new revenue streams and increased opportunities for companies in our region. Pumps & Pipes is a collaborative of the Methodist DeBakey Heart & Vascular Center and the oil/gas energy sector. BayTech and BAHEP facilitated membership of the aerospace community into this consortium. BayTech organized, planned, and coordinated a day-long Pumps & Pipes mid-year meeting held at JSC's Neutral Buoyancy Laboratory on July 29, 2013. This event was attended by 220 executives representing the aerospace, medical, and oil & gas industries. Participants had the chance to hear from leading experts in the fields of heart surgery and deep water oil exploration and the innovations they are creating in these fields. Participants also had the chance to visit and engage with 12 NASA technical booths and personnel to discuss NASA cutting edge technologies and potential areas for further collaboration between NASA JSC and the medical and oil & gas industries.

BayTech worked with the Pumps & Pipes collaborative in the planning of its 2013 annual meeting held Dec. 9, 2013, at the Houston Methodist Research Institute. BayTech coordinated aerospace industry participation in this event to include three speakers, the newly upgraded NASA Video Trailer, spacesuit displays, and other aerospace related displays.

BayTech Collaborations with Texas A&M University at Corpus Christi
BayTech is currently supporting Texas A&M University at Corpus Christi on a Federal Aviation Administration (FAA) proposal for an unmanned aerial systems (UAS) test site in the Corpus Christi region. Six test sites nationwide will be established by the FAA to perform safety and assurance testing of UAS activity in a variety of commercial air corridors. BayTech is proposed as a key team member. The FAA is currently planning to announce the six test site awards in December 2013.

Cybersecurity for the Bay Area Houston Region
BayTech has submitted a proposal for a follow-on Wagner-Peyser grant in the area of cybersecurity. Through partnership with the University of Houston, University of Houston Clear Lake, and San Jacinto College District, this team will execute a "train the trainer" program in which qualified individuals will be trained and certified in cybersecurity disciplines and then be offered employment as adjunct professors with the participating universities/colleges in order to address the increasing demand for cybersecurity training. This program will target qualified unemployed returning veterans and displaced aerospace workers. BayTech is currently awaiting an approval decision from the State of Texas.

BAHEP Cares! Executive Mentoring 4 Veterans

BAHEP, through its Ellington Field Task Force, has been credited with resurrecting the military presence at Ellington Field since the potentially devastating Base Realignment and Closure activity in 2005 threatened to close Ellington Field. From a low of less than 500 military personnel, the military population has now grown to more than 6,000 strong at Ellington.

Many local veterans are facing tough transitions back into the civilian working world. Many get stuck in the job search process. The BAHEP Cares! program matches veterans with a handpicked, experienced mentor from BAHEP who provides long term career guidance. Having access to these CEO mentors, and to their business experience and networks, gets the veterans unstuck.

Over the past 18 months, 20 executive mentors have helped 53 veterans get good jobs or the education and certifications they need to land good jobs.

Space Alliance Technology Outreach Program (SATOP)

What is SATOP?
The Space Alliance Technology Outreach Program (SATOP) is a State of Texas funded program that helps small businesses faced with technical challenges by providing up to 40 hours of FREE technical assistance for qualified requests. This is accomplished by utilizing the vast engineering expertise of NASA and participating Alliance Partners (NASA contractors, subcontractors or colleges). SATOP is designed to speed the transfer of the U.S. Space Program's knowledge and technology to the private sector, to provide economic benefits to the community, and to raise public awareness of the Space Program. For more information, visit SATOP's website at www.spacetechsolutions.com.

Former SATOP Companies Tell Their Success Stories to Inventors' Group
BAHEP's Ryan Page, assistant project engineer for the Space Alliance Technology Outreach Program, attended two Houston Inventors Association (HIA) meetings in which the keynote speakers were former SATOP requesters. On Sept. 11, 2013, **Greg Bruce of Galveston** presented his Cardio Air Tubes and shared the story of his product's development, including his help from SATOP. Another SATOP requester, Adriana Born of Seabrook, provided a presentation on Oct. 9, 2013, detailing how she developed her patented Air Curler hair curling product, which included how SATOP provided technical assistance to her. Page provided a short presentation at each of the HIA meetings to promote SATOP as a resource for small business owners.

AGENDA ITEM #11.

Henry A. Trochesset
Sheriff
Galveston County

December 17, 2013

TO: The Honorable Mark Henry, County Judge, and Members of the Commissioner's Court of Galveston County

RE: FY 2014 Budget, Fund 2240 (Sheriff's Commissary)

Gentlemen:

Please accept this letter and attached spreadsheet as notification establishing the FY 2014 budget for Fund 2240 (Sheriff's Commissary).

This budget establishes expenditure line items related to salaries for 1.5 FTE positions assigned to inmate accounting and commissary financial operations.

Should you have any questions or need additional information, please contact me at x2301.

Henry Trochesset

Henry Trochesset
Sheriff

cc: Denise Yearnd, Budget Office
Lauren Swift, Auditor's Office

FY 2014 Budget

Fund 2240: Commissary Operations

Key	Title
2240-211186	Sheriff's Commissary Fund

Object	Description	Budget
5100000	Salaries	$ 59,200
5115000	Longevity	$ 350
5151000	Group Health Insurance	$ 12,000
5152102	Medicare FICA Payments	$ 900
5153000	Pension	$ 6,300
5154000	Alternate Plan	$ 5,400
	Total Expense	$ 84,150

AGENDA ITEM #12.

SERVICE PROVIDER AGREEMENT
CREDIT CARD PROCESSING

THIS SERVICE PROVIDER AGREEMENT ("Agreement") is made and entered into by and between **Certified Payments No. 1, Ltd., by and through its General Partner, Certified Payments, Inc.**, a Texas Corporation, with offices at 3410 Midcourt Road, Suite 136, Carrollton, TX 75006 **("Certified")** and **County of Galveston, Texas**, 600 59th Street, Suite 2001, Galveston, TX 77551 **("Agency")**.

RECITALS

WHEREAS, Agency desires to accept payments from individuals or entities ("Customers") by Credit Card and pin-less debit card ("Agency Payments").

WHEREAS, Certified is a third party service provider that performs such Services on behalf of Agency ("Services").

WHEREAS, Agency desires to employ Certified to act on behalf of Agency in providing the Services and Certified desires to provide the Services subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the foregoing, and the mutual promises set forth below, the parties hereto agree as follows:

1. **DEFINITIONS** As used herein, the following terms have the meanings set forth below:

   "Agency Bank" is the Depository Financial Institution where the Agency Bank Account is maintained and receives deposits from Agency's Customers or credits from the Federal Reserve Bank on behalf of the Agency.

   "Agency Bank Account" is the account Agency has established with Agency Bank for credit card deposits from Agency's Customers as provided under the terms of this agreement, and identified on Page 3 of the **Bureau Credit Card Account Setup Form, Bureau Banking Information**, which is attached hereto.

   "Bureau Code" is the unique seven (7) digit Agency identifier assigned to Agency by Certified.

   "Card Issuing Bank" is a financial institution that issues cards and contracts with its cardholders for billing and payment of transactions.

   "Card Associations" are membership corporations of financial institutions that issue cards for payments of goods and services, provide card products and establish the rules and regulations governing member participation in card programs.

   "Card Holder" is an authorized user of a payment card issued by a Card Issuing Bank.

   "Chargeback" is a transaction whereby the Card Issuing Bank reverses the Agency's Payment.

   "Convenience Fee" means the fee charged by Certified to Customers for the convenience of using the Services in making an Agency Payment.

"Credit Card" refers to a pin-less debit card or credit card issued to a Customer for payment of goods and services.

"Customer" means both consumer and corporate, individual or company that purchases or uses the Services.

"Front-End Processor" is an authorization service through which Card Issuing Banks can approve or decline individual card transactions.

"IVR" means Integrated Voice Response system.

"Processing Facility" refers to the appropriate credit or debit network to which Certified transmits transactions.

2. **CERTIFIED'S OBLIGATIONS** Certified shall provide the Services as follows:

   A. Certified will provide Customers with the opportunity to make Agency Payments by Credit Card and pin-less debit card. These Agency Payments may be made through Certified's website, the Agency's website, through an IVR system, by contacting the Agency directly by telephone, by contacting Certified by telephone or by any other communication medium that Certified and Agency mutually agree upon.

   B. Certified shall begin providing the Services to Customers on a date mutually agreed upon by Certified and Agency.

   C. Certified shall collect and transmit Agency Payments from Customers using MasterCard, Visa and Discover. American Express may be collected and processed at the discretion of the Agency and Certified.

   D. Certified may charge each Customer a Convenience Fee for each Agency Payment processed. The Convenience Fee will be collected in addition to the corresponding Agency Payment. **Exhibit A** attached hereto details the Schedule of Convenience Fees that Certified may charge to Agency's Customers. Certified, in its sole discretion may charge Customers a minimum Convenience Fee for each payment; an amount not to exceed One Dollar ($1.00) in US Currency. Certified will cause all net funds resulting from Agency Payments to be transmitted to Agency's Bank Account; Certified shall retain all Convenience Fees collected by it hereunder.

   E. Except for the fees outlined in Exhibit A, Certified shall not charge Agency a fee in consideration for Certified's provision of the Services to Customers as provided for in this Agreement; any fees payable by Agency in connection therewith will be mutually agreed upon by Certified and Agency.

   F. Certified will notify each Customer of the dollar amount of the payment and the corresponding Convenience Fee to be charged to the Customer and obtain Customer's approval (electronically or otherwise) of such charges prior to initiating any charges to the Customer's Credit Card.

   G. Certified will provide each Customer with electronic confirmation of the Agency Payment and the corresponding Convenience Fee.

H. Certified will electronically collect and transmit all payment information to the appropriate Processing Facility in the most time critical manner that each facility can accept. Transmission of Credit Card payments will occur in real time to the appropriate Front-End Processor(s).

I. Certified will provide Agency with online access to Agency payment data and reports summarizing the use of the Services by Agency's Customers. Agency will have the ability to import such payment data utilizing Microsoft Excel, Microsoft Access, a comma-delimited file ("CSV") or XML file. Access to Agency payment data and reports will be available 24/7.

J. Certified will retain all logs and data for such period of time as required by applicable law and the regulations of the Card Associations.

K. Prior to initiating any refunds to a Customer's Credit Card, Certified will attempt to obtain permission either orally or in writing, from the Agency's authorized representative. Unless Agency receives written authorization from Certified to the contrary, Agency may not issue refunds to the Customer by check. Certified will process such refunds in the form of a credit to the Customer's Credit Card that was initially charged and in Certified's sole discretion, may refund the corresponding Convenience Fee payment. Certified or its authorized agent will debit the Agency's Bank Account for the amount of the Agency Payment refund.

L. Under the rules of the Card Associations, Customer's Card Issuing Bank gives Certified a limited amount of time to dispute a Chargeback or issue a refund. In the event a refund must be issued, Certified will contact Agency and Agency will immediately issue a memo authorizing Certified to refund the transaction, however, Certified and Card Issuing Bank reserve the right to debit the Agency Bank Account for the amount of the Agency Payment at any time during the Chargeback process.

M. Agency will reimburse Certified for all chargeback actions or refunds of any kind, including but not limited to those resulting from overpayments, duplicate or misapplied payments or unauthorized charges. In the case of either a Credit Card refund or Credit Card Chargeback, where Certified is unable to collect amounts owed by Agency to Certified, Agency agrees to make amounts owed available to Certified in immediately available funds.

3. **AGENCY'S OBLIGATIONS**

A. In addition to this Agreement, Agency agrees to enter into any and all applicable agreements that are required to perform the Services hereunder. Such Agreements may include but are not limited to MasterCard and Visa, Discover and American Express, including the American Express Addendum attached hereto as **Exhibit B.** Agency agrees to fully comply with the rules, regulations and operating procedures of the various Card Associations, including without limitation with respect to the use of specific Card logos and marks.

B. Prior to Certified's commencement of the Services, Agency will complete in full and sign all necessary paperwork that Certified puts forth.

C. Certified is required to fully adhere to and operate according to the rules, regulations and operating procedures of the Card Associations, the Bank and any rules and regulations provided by American Express and Discover. Agency agrees to immediately comply with any requests by Certified regarding any Agency conduct that is outside said rules and regulations. Agency's failure to comply with such request by Certified will be grounds for immediate termination of this Agreement.

D. Agency agrees to promote the Services to its Customers. Promotions shall include publishing the Agency's Bureau Code, relevant IVR telephone number and URL of the Agency's website or Certified's website on all applicable tax instruction booklets, tax preparer communications, taxpayer information publications, citations, notices, utility bills and any related marketing material. Agency will obtain Certified's consent prior to publishing any materials that reference the Services and/or Certified.

E. Agency will not require as a condition to making an Agency Payment, that a Cardholder agrees in any way to waive such Cardholder's right to dispute the transaction with the Card Issuing Bank for legitimate reasons.

4. ADDITIONAL MATTERS

A. Confidentiality

Agency will not disclose to any third party or use for any purpose inconsistent with this Agreement, any confidential or proprietary, non-public information it obtains during the term of this Agreement regarding Certified's business, operations, financial condition, technology, systems, know-how, products, services, suppliers, customers, marketing data, plans and models and personnel, except as required by the Texas Public Information Act or other applicable law. Certified will not disclose to any third party or use for any purpose inconsistent with this Agreement any confidential Customer information it receives in connection with its performance of the Services, except that Certified may use personal information provided by Customers to establish and maintain individual user accounts requested to be established by such Customers with Certified.

B. Relationship of Parties

The performance by Certified of its duties and obligations under this Agreement shall be that of an independent contractor and nothing contained in this Agreement shall be deemed to constitute a joint venture or partnership between Certified and Agency.

C. Capacity to Contract

Each party hereby certifies that the person executing this Agreement on its behalf is fully authorized with complete legal capacity and approval to do so.

D. Intellectual Property

In order that Agency may promote the Services and Certified's role in providing the Services, Certified grants to Agency a revocable, non-exclusive, royalty-free license to use Certified's logo and other service marks (the "Certified Marks") for such purpose only. Agency does not have any right, title, license or interest, express or implied, in and to any object code, software, hardware, trademark, service mark, trade name, trade dress, formula, system, know-how, telephone number, telephone line, domain name, URL, copyrighted image, text, script (including, without limitation, any script used by Certified on Certified's website) or other intellectual property right of Certified. All Marks, the System and all rights therein (other than rights expressly granted in this Agreement) and goodwill pertaining thereto belong exclusively to Certified.

E. Force Majeure

Certified will be excused from performing the Services as contemplated by this Agreement to the extent its performance is delayed, impaired or rendered impossible by acts of God or other events that are beyond Certified's reasonable control and that do not involve either fault or judgment of Certified.

F. Remedies

Agency's sole remedy in the event of Certified's failure to perform the Services as set forth herein shall be to terminate the arrangement contemplated by this Agreement.

G. Notice

Any notice to be given hereunder shall be in writing and may be affected by personal delivery, in writing or by registered or certified mail, return receipt requested, addressed to the proper party, at the following address:

AGENCY:	County of Galveston, Texas 600 59th Street, Suite 2001 Galveston, TX 77551
CERTIFIED PAYMENTS:	Certified Payments, Inc. Attn: Pamela Stewart, President 3410 Midcourt Rd., Suite 136 Carrollton, TX 75006 *pamela.stewart@certifiedpayments.net*

H. Term of Arrangement

Unless otherwise terminated, the term of the arrangement shall continue from the date of this Agreement until thirty (30) days after such time as either Certified or Agency has notified the other party in writing of its decision to terminate.

I. Termination

Certified's performance of this Agreement is subject to the rules and regulations of the Card Associations, federal, state and local laws or regulations applicable to the Services. Receipt of a written directive from banking regulators, a member bank, Visa, MasterCard or other credit or debit card company or association to terminate shall be immediate upon such event.

J. Governing Law

In the event a dispute arises between any of the parties to this agreement, all parties hereby agree that such a dispute shall be governed by the laws of the State of Texas.

K. Assignment

This Agreement may not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, however, the obligations of Certified under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation or subcontractor of Certified so long as Certified assumes full responsibility for such obligations.

L. Entire Agreement; Modifications

This Agreement, together with the exhibits and schedules hereto constitutes the entire agreement between Certified and Agency with respect to the subject matter hereof. There are no restrictions, promises, warranties, covenants or undertakings other than those expressly set forth herein and therein. This Agreement supersedes all prior negotiations, agreements, and undertakings between the parties with respect to such matter. This Agreement, including the exhibits and schedules hereto may be modified or amended only by an instrument in writing executed by the parties or their permitted assignees.

M. Severability

If any provision of this Agreement is held by a court or arbitrator of competent jurisdiction to be contrary to law, then the remaining provisions of this Agreement will remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement on_____, 2013.

AGENCY'S ACCEPTANCE:

COUNTY OF GALVESTON, TEXAS

By: _____ _____

Mark A. Henry — Date

County Judge

Attest: _____ _____

Dwight D. Sullivan — Date

County Clerk

CERTIFIED'S ACCEPTANCE:

CERTIFIED PAYMENTS NO. 1, LTD.

BY: CERTIFIED PAYMENTS, INC., GENERAL PARTNER

By: Pamela Stewart _____ 12/30/2013

Pamela Stewart, President — Date

EXHIBIT A
SCHEDULE OF CONVENIENCE FEES
Confidential

This **Exhibit A to the Service Provider Agreement** between Certified and Agency provides as follows:

1. **Schedule of Convenience Fees**
   Certified and Agency agree to the following provisions:

   A. 2.75% or a minimum of $1.00 shall be the agreed upon Convenience Fee that the Agency agrees to allow Certified to charge to Customers for *non-tax payments* when Customer uses a Credit Card.

AGENCY'S ACCEPTANCE:

COUNTY OF GALVESTON, TEXAS

By: _____ _____
Mark A. Henry — Date
County Judge

Attest: _____ _____
Dwight D. Sullivan — Date
County Clerk

CERTIFIED'S ACCEPTANCE:

CERTIFIED PAYMENTS NO. 1, LTD.
BY: CERTIFIED PAYMENTS, INC., GENERAL PARTNER

By: Pamela Stewart — 12/30/2013
Pamela Stewart, President — Date

Refunds:

Refunds will be processed through the County of Galveston, Texas agency's standard refund processes. The specific refund policy for each County of Galveston, Texas agency will be posted on the County of Galveston, Texas agency's web site. American Express will accept proof of the refund via the County of Galveston, Texas agency's posted refund process in the event of a Dispute, and not allow the Chargeback.

Limitation of Liability:

In no event will Cardtranz or American Express be responsible hereunder for damages to County of Galveston, Texas arising from delays or problems caused by any telecommunications carrier or banking system or Internet Services Provider ("ISP"); provided, however, that the foregoing shall have no effect upon American Express' rights of Full Recourse, as used in the Agreement. Except as specifically indicated above, all terms and conditions of the County of Galveston, Texas Agreement and the CARDTRANZ Agreement shall remain in full force and effect.

Authority to Sign:

Each party represents that the individual who signs this Addendum has authority to do so and to bind it to the terms and conditions of this Addendum. Each party further represents that they are authorized to sign and enter into this Addendum on behalf of their subsidiaries, affiliates and licensees that accept the Card.

AMERICAN EXPRESS TRAVEL
RELATED SERVICES COMPANY, INC.

By: _____ _____
Date

COUNTY OF GALVESTON, TEXAS

By: _____ _____
Mark A. Henry
County Judge
Date

Attest: _____ _____
Dwight D. Sullivan
County Clerk
Date

CARDTRANZ, INC.

By: Pamela Stewart _____ 12/30/2013
Pamela Stewart, President
Date

AGENDA ITEM #13.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 10/28/2013	2. Contract Type: Renewal Expense Revenue Other	3. Renewal Contract: Yes
4. Department Name: County Clerk	5. Department Contact: Mae Ross	
6. Description: Renewal of Annual Software Agreement with Manatron for Real Property		
7. IFAS PEID No: 709726	8. IFAS Req No:	9. Orgkey: 2102114020 / 10. Object Code: 5423701
11. Vendor: Manatron	12. Vendor Contract No:	
13. Requested Legal Review: No (Explain if No) This is just a renewal		

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
County Clerks Records Management Contract	(contract)	$ ~~$75,000.00~~ 74,380	$73,964.92				
	(total)	$169,124					
22. Totals:		$75,000.00	$73,964.92	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 10/01/2013	Auto Renewal Contract: Yes / No	Bid No:
Contract End Date: 09/30/2014	Contract # Issued By Purchasing: CM13049	

Proprietary Software Maintenance Renewal

Approved By:	Signature	Date
Department Head:	[signature]	12 31 13
Assistant Purchasing Agent:	[signature]	12/31/2013
County Legal:	[signature]	12/31/2013

Contract listed in Budget Documentation: YES NO

County Budget Office:	[signature]	1/2/2014

Budget Available and Funds are/will be Available YES NO

County County Auditor:	[signature]	1/2/14

MANATRON

INVOICE

Invoice	INVC048353
Date	10/7/2013
Page	1
Acct#	4308600
Reference	OCT23380A/18968

Please Remit Payment to:
Manatron, Inc.
PO Box 71275
Chicago, IL 60694-1275
Toll Free 1.866.471.2900

BILL TO:

GALVESTON COUNTY CLERK
ATTN: MAE ROSS
600 59TH STREET

GALVESTON TX 77551

SHIP TO:

GALVESTON COUNTY CLERK
ATTN: MAE ROSS
600 59TH STREET

GALVESTON TX 77551

ITEM NO.	DESCRIPTION	QTY	UNIT PRICE	EXTENDED PRICE
ANTHEM-S		1	$50,850.60	$50,850.60
AI INDEX-S		1	$17,003.51	$17,003.51
AI REDACTION-S		1	$1,589.57	$1,589.57
JAVA VIEWER-S		1	$397.62	$397.62
PRINT ACCELERATOR-S		1	$397.62	$397.62
ERECORDING-S		1	$3,726.00	$3,726.00

FOR THE PERIOD OF 10/01/2013-09/30/2014

Subtotal	$73,964.92
Tax	$0.00
Total	$73,964.92

PLEASE REMIT ONE COPY WITH YOUR PAYMENT
THANK YOU!

MANATRON

For Internal Use Only
0018968
10/15/2013
MAN10ANN-Y

Maintenance and Support Schedule and/or Note Schedule

ACCT# 4308600

GALVESTON COUNTY CLERK
ATTN: MAE ROSS
600 59TH STREET

GALVESTON TX 77551

OCT-SEPT

1.00	SY	ANNUAL MAINTENANCE & SUPPORT	$0.00	$0.00
1.00	PER	THE PERIOD 10/1/13-9/30/14 FOR	$0.00	$0.00
1.00	CON	CONTRACT UPGRADE FOR	$0.00	$0.00
1.00	ANTHEM-S	Manatron Anthem Imaging Spt	$50,850.60	$50,850.60
1.00	AI INDEX-S	Manatron aiINDEXING Sys Spt	$17,003.51	$17,003.51
1.00	CON	CONTRACT SOW DATED 4/2/08 FOR	$0.00	$0.00
1.00	AI REDACTION-S	Manatron aiREDACTION Sys Spt	$1,589.57	$1,589.57
1.00	CON	CONTRACT #TX040109GC-A FOR	$0.00	$0.00
1.00	PUB ACCESS ECOMMERCE-S	Manatron Public Access eCommerce Spt *INCLUDE	$0.00	$0.00
1.00	JAVA VIEWER-S	Manatron ViewOne Sys Spt (1)	$397.62	$397.62
1.00	PRINT ACCELERATOR-S	Manatron Print Accelerator Spt (1)	$397.62	$397.62
1.00	CON	CONTRACT #TX040210GC FOR	$0.00	$0.00
1.00	ERECORDING-S	Manatron eRecording Support	$3,726.00	$3,726.00

Subtotal	$73,964.92
Tax	$0.00
Total	**$73,964.92**

MANATRON
A Thomson Reuters Business

February 2013

Dear Thomson Reuters Customer:

In many ways, 2012 was a transformative year, but there has also been continued economic uncertainty coupled with additional legislative pressure impacting local government. Regardless, our team remains focused on delivering an unparalleled customer experience by improving the quality and value of our products and services. During 2013, we will invest nearly $20 million back into our solutions to ensure that your mission-critical solutions operate more effectively in this ever-changing technological world.

Our most significant transformation has been to fully embrace the Thomson Reuters brand. Aside from assuming the well-recognized brand, we are focusing a significant amount of our energy towards improving your experience as our customer. In 2013, you will see a significant change in the way that we seek your feedback via Internet based surveys as well as a closed-loop follow-up process. Ultimately, receiving your feedback in a timely manner is essential to understanding your needs as well as what will enable your office to achieve higher levels of success. Our focus on your customer experience underscores that you continue to make the right choice in retaining us as a key solution provider.

As we have committed to do each year, Thomson Reuters provides you with pricing guidance to plan for your upcoming budget cycle. The enclosed schedule includes current software and/or hardware with future maintenance and support pricing that can be used for your planning purposes. More specifically, the schedule itemizes the products, pricing and coverage period, along with the billing date of the next invoice.

As a few reminders, please note the following:

- **This is not an invoice**
- Coverage periods can be changed to coincide with your fiscal year
- Cancellations require a 30-day written communication

If any changes are necessary, please contact:

Barbara Fitzgerald
269-388-2612
barbara.fitzgerald@thomsonreuters.com

Thomson Reuters hopes to see you at our annual User Group Conference in San Diego, CA – September 22-27, 2013. Please visit grm.thomsonreuters.com frequently for updates.

We greatly appreciate your business and look forward to continuing our service to you and your jurisdiction. If you have any questions or concerns, please do not hesitate to contact us.

Sincerely,

G. William McKinzie
Managing Director, Government
Thomson Reuters, Tax & Accounting

AGENDA ITEM #14.

Contract for Election Services

Local Entity Countywide Vote Center Elections

This Contract is made and entered into this 17th day of DEC, 2013 by and between Hon. Dwight D. Sullivan, County Clerk and County Election Officer for Galveston County("Contracting Officer") and DANIEL S KONYKA on behalf of CITY OF BAYOU VISTA ("Contracting Authority").

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

May 10, 2014	**June 21, 2014**
Election Date	**Runoff Election Date**

Early Voting will be held from April 28 through May 6, 2014 with polling place hours being from 8-5 April 28-May2 and from 7-7 May 5 and 6.

This election will be conducted as a Countywide Vote Center election.

1. Duties and Services of the Contracting Officer.

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

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

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

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

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

1.5 Provide Ballot by Mail services for the Contracting Authority [See the Fee Schedule]

1.6 Hire Judges, Alternate Judges, and clerks to serve as election workers at the various polling locations. Workers will be paid in accordance with Section 3 of this contract and will required to complete election training as a perquisite for serving if they have not attended said training during the current calendar year. Workers will be paid $10 per hours for attending said training.

1.7 Select the countywide vote center polling locations in coordination with the Contracting Authority and with the approval of the Galveston County Commissioner's Court.

1.8 Determine on the days and hours when early voting and election day will be conducted to ensure uniform hours are established for all the countywide vote centers. In doing so the Contracting Officer shall abide with the Texas Election Code §85.005 which requires cities to have at least two days of early voting.

1.9 Provide the Contracting Authority a sample ballot for them to proof and approve or provide corrections. *[See section 2.7 for related information]*

For additional Duties of the Contacting Officer see the table in subsequent pages.

2. Duties and Services of the Contracting Authority.

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

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

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

2.3 By **March 7, 2014**, provide the Contracting Officer with the Contracting Authority's requirements for voter registration lists and poll books for Early Voting and Election Day.

2.4 In accordance with Texas Election Code §4.008 as amended, deliver written notice of the election to the Contracting Officer.

2.5 If the Contracting Authority wishes to select additional the polling locations within its footprint, it will submit a list of same and the contact information for each facility to the Contracting Officer by **March 3, 2014.** The Contracting Officer shall inspect said facilities for ADA compliance and Internet connectivity and report back any issues to the Contracting Authority by no later than **March 7, 2014**. Regardless of who selects the polling locations the Contracting Authority shall comply with Texas Election Code §43.062, and shall notify prospective voters of the new location by placing a notice at the old polling location and a notice at the new polling location. *[See Section 1.7 for additional information on the selection of countywide polling places]*

2.6 Provide to the Contracting Officer the language for any ballot propositions, the names of election contests, the names of candidates as they are to appear on the ballot, a copy of a sample ballot, ballot draw information and a completed "Requirements to Program the Ballot" form. These materials will be provided in an electronic form to the Contracting Officer by **no later than March 7, 2014.** All language on the ballot must be provided in both English and Spanish.

2.7 Return to the Contracting Officer, by **noon on March 31 ,2014**, confirmation that the sample ballots the Contracting Officer has prepared and provided to the Contracting Authority are satisfactory or provide changes that need to be made. The Contracting Officer intends to conduct the L&A test on the Contracting Authority's ballot no later than **April 4, 2014.** *[See Section 1.9 for related information on ballot proofing]*

2.8 The Contracting Officer will be conducting elections for numerous Contracting Authorities on the same day. The parties understand that each election has its own challenges and requirements and that failure to provide the information in paragraphs 2.4, 2.5, 2.6 and 2.7 by the above dates will place an undue burden on the Contracting Officer that may prevent him from being able to provide his services to the Contracting Authority in a timely and accurate manner. **Should the Contracting Authority miss said deadlines, and should the Contracting Officer be unable to provide his services in a timely and accurate manner the Contracting Authority shall hold the Contracting Officer and his employees harmless from any election errors and corresponding liability and/or damages that may result, including but not limited to the costs incurred related to an election contest and/or the need to conduct a subsequent election.**

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

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

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

2.12 Appoint one member of the Signature Verification Committee/Early Voting Ballot Board, and a representative to work with the presiding judge of the Central Counting Station (who will be appointed by the Contracting Officer). The Contracting Authority shall provide the Contracting Officer with contact information for each of these individuals.

2.13 Pay a $100 fee per Early Voting and Election Day polling location within its jurisdiction to cover a portion of the Contracting Officer's costs for hiring two election judges to provide the Contracting Authority and its Judges election support services throughout the term of this Contract. In instances where a polling place is located within the jurisdiction of more than one entity contracting for election services with the Contracting Officer, the $100 fee per location will be shared between those jurisdictions.

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

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

a) Failing to provide in Spanish "any registration or voting notices, forms, instructions, assistance, or other materials or information relating to the electoral process, including ballots", that they provide in English as required by Section 4(f)(4) of the Voting Rights Act, 43U.S.C.S1973b(f)(4); and

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

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

[The Rest of This Page has Intentionally Been Left Blank.]

Selection of Services and Fee Schedule:

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

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

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☒	Assist the Contracting Authority in the general overall supervision of the election and any subsequent runoff election and provide advisory services in connection with the decisions to be made and the actions taken by the Contracting Authority who is the convening authority for the election/runoff election. [**Cost:** Included in the 10% election fee]
☐	☒	Conduct Early Voting, Election Day Voting, and bilingual training with at least two Election Day training sessions being offered during the evening hours beginning at 5:30 p.m. The Contracting Officer offers two courses **1)** 2 ½ hour equipment training classes and **2)** 4 hour election procedures classes. Workers who have not worked with the equipment in the last 12 months shall take both classes. [**Cost:** $30 per trainee for the equipment class, $50 per trainee for the election procedures class or **$75 per trainee for both**]
In order to serve as a Judge or Alternate Judge, the person who desires to perform such services is required to complete the election procedures training. Clerks shall be required to complete the elections procedures training but if they have attended a County-conducted election procedures training within 90 days of the commencement of May 2014 Early Voting they will not be required to attend additional training for this election cycle.		
☒ **Allow**	☐ **Decline**	*Waiver of evening training:* The County employee overtime costs associated with conducting training after normal business hours will be shared equally among those entities who have election workers attend these sessions. By checking the Decline box your workers will not be allowed to attend evening training.
☒ **Use ePollBooks [Vote Center Elections]**	☐ Use Paper Poll Books	*ePollBook Option:* Based upon the availability of the equipment, the Contracting Authority may choose to use electronic Poll Books instead of hard copy Poll Books. Based upon the number of entities conducting elections the Contracting Officer may choose only to use paper poll books. [**Cost:** $100 each with two per polling location]
☒	☐	Determine the polling locations within their jurisdiction. If the Contracting Authority is performing this task he will inform the Contracting Officer of said selections and provide the facilities contact information for each location.

Contracting Authority to Perform	Contracting Officer to perform	Service
☐	☒	Hire judges, alternate judges, and clerks that, in the opinion of the Contracting Officer, are sufficiently trained for the Contracting Authority's election or as are specified by the Contracting Authority. In order to comply with the Texas Election Code, workers must be registered voters from within the jurisdiction holding the election. [**Cost:** Base cost of $10 per hour per worker. If Contracting Officer is unable to locate workers who reside within the territorial boundaries of the Contracting Authority or otherwise meet all Election Code requirements and who will be paid at their normal overtime rate. Additionally, it is the Contracting Officer's practice to pay any worker who serves more than 40 hours in a given pay week time and a half for the hours served in excess of 40 hours. If the Contracting Officer is to hire the election workers the Contracting Authority agrees to abide by this policy.]
The Contracting Officer will notify the Election Judges of the dates of the election and any subsequent runoff election as required by Texas Election Code §4.007. Otherwise the Contracting Authority shall perform this service. [No additional cost]		
The cost for all printed ballots (including ballots by mail, sample ballots for polling locations, and test ballots for use in the Logic and Accuracy testing) is $.25 per ballot.		
Ballots by Mail: The Contracting Officer will provide ballot by mail services to the Contracting Authority. The cost for this service is $1.75 per ballot sent to a voter within the Contracting Authority's jurisdiction. If a two-page ballot is required the cost will be $1.90 per ballot. This service includes sending the voter an application for a ballot by mail, processing said application, providing the voter with the appropriate ballot, postage costs and all the associated envelopes and printed materials other than the actual ballot.		
☒ **Accept**	☐ **Decline**	The Contracting Authority may have an observer present during the tabulation of the votes. If Contracting Authority desires an observer it will, prior to Election Day, provide the Contracting Officer with the name and contact information of the person who will represent them at the Central Counting Station.

3. Compensation, Billing, and Payment.

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

During this election cycle the Contracting Officer will be hiring two part time election judges to assist in preparation of the election, answering inquiries from polling locations, and post election duties. As noted in paragraph 2.14, the Contracting Authority shall pay $100 per Early Voting and Election Day polling location within its jurisdiction to help defray the $7,400 cost of hiring this part time help.

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

(1) The base rate of pay for each worker who has attended training is $10 per hour and the base pay for any clerk who has been unable to attend training is $8 per hour.

(2) If any election worker serves more than 40 hours during a normal pay week *(Thursday through Wednesday)* they will be paid time-and-a-half for each hour served over 40 during that pay week.

(3) If the Contracting Officer is unable to locate qualified election workers who reside within the Contracting Authority's territorial boundaries the Contracting Officer is authorized to hire qualified County employees who meet all Election Code requirements at their normal overtime rate. In signing this agreement the Contracting Authority agrees to reimburse the Contracting Officer for the payment of election workers as outlined in this paragraph.

In addition to the attached Schedule of Fees, Contracting Authority will pay Contracting Officer the greater of Seventy-Five ($75.00) Dollars or an additional ten percent (10%) for general supervision of the election.

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

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

4. Voting System.

The Hart Intercivic 6.1 E-Slate System owned by Galveston County will be the voting system used by Contracting Officer in providing services under this Contract.

5.Authorized Representatives.

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

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

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

6. General Provisions.

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

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

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

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

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

7. WAIVER OF DAMAGES. The parties acknowledge that the Hart Intercivic 6.1 ESlate System and the programming of paper ballots is highly technical and that it is conceivable that despite the efforts of the Contracting Officer it might fail during an election or might contain errors. The Contracting Authority agrees that should the electronic voting system fail, it will not make any claim against the Contracting Officer, the County of Galveston, or any of their full or part-time employees, independent contractors or agents for damages of any kind, including but not limited to any and all costs relating to an election contest and/or costs and damages incurred for having to conduct a second election caused as a result of such failure or error.

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

If legal action is filed against the Contracting Authority involving its election and if, the County and/or the Contracting Officer is named as a party to this legal action and the complaint is based solely on allegations made against the Contracting Authority, the Contracting Authority shall be solely responsible for all costs and defense of that suit. In addition, Contracting Authority shall be required to provide adequate

legal counsel for the County and/or the Contracting Officer and, upon notice to the Contracting Authority and/or County shall be entitled to settle such claim or legal action upon terms it deems most advantageous to itself.

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

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

Contracting Authority:
CITY OF BAYOU VISTA
DANIEL S KONYA, MAYOR
2929 HIGHWAY 6
BAYOU VISTA, TX 77563
Phone: 409-935-8348
Email: citysecretary@bayouvista.us

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

***8.* Galveston County Title VI Assurance Clause**

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, contractor, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

(1) Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal

Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(2) **Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(3) **Solicitations for Subcontractors, Including Procurement of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(4) **Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(5) **Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(a) withholding of payments to the contractor under the contract until the contractor complies, and/or
(b) cancellation, termination, or suspension of the contract, in whole or in part.

(3) Incorporation of Provisions. The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

Executed this 17 day of DECEMBER, 2013.

Contracting Officer:

_____

Dwight D. Sullivan

Contracting Authority:

CITY OF BAYOU VISTA

Name: DANIEL S KONYAA Daniel S Konyha

( ) City Manager (✓) Mayor

( ) Superintendent ( ) President

( ) Chair County Executive Committee

( ) City Secretary ( ) Other

Received and Filed:

Galveston County

_____

Hon. Mark Henry

County Judge

Attest:

_____

Dwight D. Sullivan

County Clerk

Date:_____

Date Copy of Agreement Furnished to County Treasurer: _____

Date Copy of Agreement Furnished to County Auditor:_____

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 12/27/13	2. Contract Type: Expense Revenue Other		3. Renewal Contract: Yes No
4. Department Name: County Clerk		5. Department Contact: Elections Bill Sargent	
6. Description: Contract for Election Services			
7. IFAS PEID No:	8. IFAS Req No:	9. Orgkey:	10. Object Code:
11. Vendor: City of Bayou Vista		12. Vendor Contract No:	
13. Requested Legal Review: Yes No (Explain if No) Already Done!			

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
N/A	We are not paying the city, they are paying us to conduct their election						
22. Totals:		-	-	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date:	Auto Renewal Contract: Yes / No	Bid No:
Contract End Date:	Contract # Issued By Purchasing:	

Approved By:	Signature	Date
Department Head:	For Dwight D. Sullivan County Clerk	12/10/13
Purchasing Agent:		12-10-13
County Legal:		12/10/2013
	Contract listed in Budget Documentation: YES NO	
County Budget Office:		12/10/2013
	Budget Available and Funds are/will be Available: YES NO	
County County Auditor:		

AGENDA ITEM #15.

Appointment of Members of the Early Voting Ballot Boards

Section 87 of the Texas Election Code gives the County Election Board the authority for appointing the members of the Early Voting Ballot Board.

These appointments must be based upon the lists provided by the political parties. There will be two separate and distinct Early Voting Ballot Boards, one for the Republicans and one for the Democrats.

Republican EVBB		**Democrat EVBB**	
Presiding Judge: Penny Ignazio		**Presiding Judge: Albert Perry**	
Lesley Bruemmer	832-632-2880	Billie Hoskins	409-744-5770
Karen Elrod	409-948-3376	Alan Griffin	409-771-0236
Maria Fierro	832-632-2168	Jerry Luedecke	409-740-0092
Joe Ignazio	832-704-6964	June Middlebrooks	409-457-5260
Alternate Appointments [used to substitute for clerks who are unable to participate on certain days that the EVBB is meeting]			
Billie Listiak	281-334-2405	Jennifer Rexford	409-443-6334
Barbara Hooker		Sharon Holmes	409-457-1795
Mary Horn		Pauline Williams*	409-256-1734
Norma Byous		Carlos Orellano	281-282-0063
Ken Hooker			
[Penny Ignazio: 832-704-6972]		[Albert Perry: 409-938-7114]	
* These people are serving as Presiding Judges during the election and consequently will be prohibited from serving when Provisional Ballots are being considered by the EVBB.			

Appointment of Central Counting Station Personnel

Position	Appointment
Manager: Central Counting Station	**Dwight D. Sullivan, County Clerk**
In charge of the overall administration of the Central Counting Station and the general supervision of personnel working at the station	
Assistant Manager: Central Counting Station	**Bill Sargent, Chief Deputy Clerk for Elections**
Assists the Central Counting Station Manager in overseeing the operations of the Central Counting Station. In addition, responsible for posting of the tally results on the galvestonVotes.org Website	
Tabulation Supervisor	**Susan Williams**
In charge of the operation of the automatic tabulating equipment at the counting station	
Assistant Tabulation Supervisors	**Shon Fragoso** and **Wendi Crabtree**
Assist the tabulation supervisor in the operation of the automatic tabulation equipment and makes reports to the Secretary of State during election night	
Receiving Supervisors	**Cindy Eddy, Jason Nguyen**
Oversees and directs: The receiving of equipment and election kits; the chain of custody for MBBs from the loading dock to the Central Counting Station; and the processing of paperwork received from the Election Day Judges.	
Central Counting Presiding Judge	**Bruce Woodcock** 281-910-2098 bwoodcock@williams-financial.com
Maintains order at the counting station and has the same authority as an Election Day Judge *(e.g., similar to that of a District Court Judge)* as it relates to the conduct within the Central Counting Station. He administers oaths and oversees the conduct of the Logic and Accuracy Testing prior to any tabulation of the votes. He presides over the Resolution Board and appoints three clerks to represent the Republican Party.	
Central Counting Alternate Judge	**Albert Perry** 409-938-7113
Assumes the responsibilities of the Presiding Judge when the Presiding Judge is unable to serve or is out of the Central Counting Station. Serves as the Alternate Judge of the Resolution Board and appoints two clerks to represent the Democrat Party.	

Election Clerks for the Central Counting Station / Resolution Board			
Republican		**Democrat**	
Lesley Bruemmer	832-632-2880	Billie Hoskins	409-744-5770
Karen Elrod	409-948-3376	Alan Griffin	409-771-0236
Maria Fierro	832-632-2168	Jerry Luedecke	409-740-0092
Joe Ignazio	832-704-6964	June Middlebrooks	409-457-5260
Norma Byous			
Alternate Clerks			
Barbara Hooker		Jennifer Rexford	409-443-6334
Ken Hooker		Carlos Orellano	281-282-0063
Mary Horn			

The Resolution Board use to be authorized by the Texas Election Code. In recent years the State Legislature removed references to this board from the code. However, the Secretary of State's office has advised us that if the county wants to employ such a board there is not prohibition to doing so.

There are a couple of purposes of this board. The first is to provide manpower to help open the ballots by mail received from, accepted for counting by, the EVBB and prepare them for scanning. It also assists the Presiding Judge of the Central Counting Station in determining the intent of voters when resolving absentee/FPCA ballots. As necessary they also duplicate ballots when they cannot be scanned by the automatic tabulating equipment (e.g., ripped ballots, ballots where the barcode serial number is not clearly printed, and email ballots that have been returned by voters who are overseas).

AGENDA ITEM #17.

EARLY VOTING JUDGES AND ALTERNATE JUDGES				
Last Name	**First Name**	**Position**	**Location**	**Party Affiliation**
PHILLIPS	David	Presiding Judge	Calder Road Annex	Republican
MURRAY	Barbara	Alternate Judge	Calder Road Annex	Democrat
WALKER	Aurora	Presiding Judge	Creekside Intermediate	Republican
RANDLE	Sherronda	Alternate Judge	Creekside Intermediate	Democrat
BURNS	Lynette	Presiding Judge	Friendswood City Hall	Republican
VAN AUKEN	Karen	Alternate Judge	Friendswood City Hall	Democrat
DELESANDRI	Wanda	Presiding Judge	West County Building	Republican
BICKHAM	Donna	Alternate Judge	West County Building	Democrat
KLOESEL	Tanya	Presiding Judge	Greater St. Matthews	Republican
SMITH	Nancy	Alternate Judge	Greater St. Matthews	Democrat
JARDINE	Jean	Presiding Judge	MUD 12 Building	Republican
WEST	Sharon	Alternate Judge	MUD 12 Building	Democrat
SARGENT	Anna Leigh	Presiding Judge	County Justice Center	Republican
MORENO	Melissa	Alternate Judge	County Justice Center	Democrat
PERRY	Tom	Presiding Judge	Galveston County Courthouse	Republican
HYPOLITE	Pat	Alternate Judge	Galveston County Courthouse	Democrat
SARGENT	Jean	Presiding Judge	Moody Methodist Church	Republican
NAPIER	Stephen	Alternate Judge	Moody Methodist Church	Democrat
SILVERBERG	Raquel	Presiding Judge	Joe Faggard Community Ctr.	Republican
LUNA	Mary	Alternate Judge	Joe Faggard Community Ctr.	Democrat
GUERRERO	Michael	Presiding Judge	Nessler Center	Republican
BOYKIN	Rita	Alternate Judge	Nessler Center	Democrat
GOODWIN	Nancy	Presiding Judge	Carver Park	Republican
CALIGONE	Alta	Alternate Judge	Carver Park	Democrat
ARRINGTON	Tess	Presiding Judge	La Marque City Hall	Republican
FLORES	Carlos	Alternate Judge	La Marque City Hall	Democrat
RANDOLPH	Tommye	Presiding Judge	Dickinson Community Center	Republican
JONES	Maxine	Alternate Judge	Dickinson Community Center	Democrat
JARD	Candy	Presiding Judge	Baclif Community Center	Republican
DANIELS	Jackie	Alternate Judge	Baclif Community Center	Democrat
VOLLMER	Barbara	Presiding Judge	Kemah City Hall	Republican
RAMOS	Norma	Alternate Judge	Kemah City Hall	Democrat

BACKUP JUDGES AND ALTERNATE JUDGES				
CROWSON	Wayne	Presiding Judge	Unassigned	Republican
LEWIS	Karen	Presiding Judge	Unassigned	Republican
PIFER	Ruth	Presiding Judge	Unassigned	Republican
REATEGUI	Olga	Presiding Judge	Unassigned	Republican
SHANER	Gene	Presiding Judge	Unassigned	Republican
TURNBOW	Tommy	Presiding Judge	Unassigned	Republican
WRIT	Bob	Presiding Judge	Unassigned	Republican
JOHNSON	Doris	Presiding Judge	Unassigned	Republican
SUAGEE	Betty	Presiding Judge	Unassigned	Republican
WILLIAMS	Paula	Alternate Judge	Unassigned	Democrat
CUMBY	Audrey	Alternate Judge	Unassigned	Democrat
BUSTER	Melvin	Alternate Judge	Unassigned	Democrat
WORTHY	Elizabeth	Alternate Judge	Unassigned	Democrat
JACKSON	Lois Marie	Alternate Judge	Unassigned	Democrat
MURPHREE	Silvia D	Alternate Judge	Unassigned	Democrat
SPECION	Bette	Alternate Judge	Unassigned	Democrat
HOLMES	Sharon	Alternate Judge	Unassigned	Democrat
KRNAVEK	Wendy	Alternate Judge	Unassigned	Democrat

AGENDA ITEM #18.

Martinez, Dianna

From:	Sargent, William
Sent:	Tuesday, December 31, 2013 3:01 PM
To:	agenda
Cc:	Sullivan, Dwight; Chapman, Brandy; Ross, Mae
Subject:	Agenda Items: May Elections as a Countywide Vote Center Election and Mobile Voting
Importance:	High

Agenda Item:

Authority for the Galveston County Elections Division to conduct the May 2014 entity elections as a Countywide Vote Center Election

Background:

In previous elections, at the request of several entities, we conducted the May local elections as separate and distinct elections. In some locations this required voters to sign in multiple times at multiple polling places and to vote multiple ballots if they were to vote for all the measures/contests for with they were eligible to vote. Doing this also created issues because various entities had different hours causing confusion for the voting public.

Last year we conducted an internal test to ensure that we could administer multiple entity elections as a Countywide Vote Center. The testing we did makes us confident that this is not only possible but that it is the best solution for the vote:

1) central locations
2) one sign in
3) being able to vote for all the measures/contests on one ballot
4) having consistent polling place hours across the entire county

The Texas Election Code allows us to conduct the May elections as a Countywide Vote Center Election provided we have the approval of Commissioners Court. Ergo, our coming to you for your approval.

Related Agenda Item for Discussion:

Mobile Voting in Galveston County

Background:

The Elections Division has been approached by a School District in the County that wants it to conduct mobile voting where the school would schedule events such as a Parent Teacher meeting, sporting event, etc. and would then have a polling place at the same location for an hour or so before and after the scheduled event.

It is legal to have mobile voting in the State of Texas. However, some believe that conducting same could border on electioneering or at the very least being similar to a Get Out the Vote effort to get a specific group of voters to the polls.

The Elections Division declined the request to conduct mobile voting.

We seek advice (a Sense of Commissioners Court) regarding whether it wants to see Mobile Voting in the county.

By the way, we understand that the School District mention above has decided to conduct its own election because of our decision not to allow mobile voting as part of conducting the May 2014 election as a countywide vote center. By doing this, they are recreating a similar situation to what we have seen in previous years where a voter will be required to sign in multiple times, in some cases vote at multiple locations, and to vote multiple times if the voter wants to vote on all the measures he or she is eligible to vote on. With the possibility of differing hours at differing locations, this may also create additional confusion for voters.

Anyway, we would like your advice on this issue.

Respectfully Submitted

Sarge

William Sargent
Chief Deputy Clerk for Elections
Office of the County Clerk
600 59th Street, 2nd Floor
Galveston, TX 77551
409-770-5108
http://www.galvestonvotes.org

AGENDA ITEM #19.

MEMORANDUM OF UNDERSTANDING BETWEEN
6th Civil Support Team/ Weapons of Mass Destruction (WMD) and
GALVESTON COUNTY/GALVESTON COUNTY DEPARTMENT OF PARKS AND SENIORS SERVICES

SUBJECT: License Agreement for Use of Galveston County Parks Department land and facilities more particularly described below (the "LAND/FACILITIES") by 6th Civil Support Team/(WMD) (sometimes referred to herein as "LICENSEE").

1. Purpose: To reduce to writing the agreement between 6th CST/(WMD), and Galveston County/Galveston County Department OF Parks and Senior Services (collectively the "COUNTY") for use of the LAND/FACILITIES for the dates of **January 22** to **January 23 2014**.

The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

2. LAND/FACILITIES means **Jacks Brooks Park Land**.

3. Revocable License. The COUNTY hereby grants to LICENSEE a revocable license to enter into and upon the LAND/FACILITIES in order to **conduct Hazmat and Emergency Response Training.**

4. Term. This license shall be for a term beginning **22 January 2014** and ending **23 January 2014**.

5. Compensation. Because the Intended Use of the LAND/FACILITIES is for **military operations, military training, and emergency response training** which will benefit the public and constitutes a use of County property for public purposes, the COUNTY provides this license to LICENSEE at no cost.

6. Scope and Stipulations of Activities. The licensed use of the LAND/FACILITIES may include the following:

A. HAZMAT Training on site.

B. _____.

C. _____.

D. _____.

The specific activities that will be conducted pursuant to the license granted by this Memorandum of Understanding will be discussed and agreed to between the COUNTY and LICENSEE's Representative during the walkthrough, described in paragraph 7, below. The COUNTY's representative at the walkthrough will be Kelly Snook, Director of the Department

of Parks and Senior Services or her designee. LICENSEE's Representative and the COUNTY agree that the designated representatives who attend the walkthrough described in paragraph 7 have full authority to speak on behalf of and bind LICENSEE and the COUNTY concerning the subject matter of this agreement.

7. Joint Survey and Inspection; Security Plan. Prior to LICENSEE's use of the LAND/FACILITIES under this license, representatives of LICENSEE and the COUNTY will conduct a joint survey and inspection of the premises to observe the general condition of the buildings or facilities and to discuss any required preparations, the scope of activities, likely repairs by LICENSEE, if any, that may be necessary as a result of LICENSEE's use of the LAND/FACILITIES, and LICENSEE's plan to provide security for its operations and to protect the public or other users of COUNTY land and facilities not covered by this license from harm. LICENSEE will prepare a written memorandum to document the scope of the intended activities, repairs that LICENSEE anticipates it will perform at the conclusion of the event, the results of the joint survey and inspection, and LICENSEE's security plan. Should the COUNTY elect not to participate in the inspection, LICENSEE will attach the memorandum to this license. Following conclusion of LICENSEE's use of the LAND/FACILITIES, representatives of LICENSEE and the COUNTY will conduct a second inspection to discuss cleanup and repair issues, if any.

8. Liability.

a. LICENSEE Liability to the COUNTY or Third Parties. LICENSEE is responsible, under the terms of the Federal Tort Claims Act ("FTCA"), 28 U.S.C. §§ 1346(b), 2671-2680, the Military Claims Act ("MCA"), 10 U.S.C. § 2733, or the Texas Tort Claims Act, Tex. Civ Prac. & Rem. Code chapter 101 ("TTCA"), as appropriate, to the COUNTY and any third parties for any injury to persons or damage to property proximately caused by the wrongful or negligent acts or omissions of LICENSEE employees or officers acting within the scope of their employment or office. LICENSEE agrees to return the property to the COUNTY in substantially the same condition it was in prior to the training event, unless otherwise agreed upon. LICENSEE reserves the right to make repairs to the property that would return it to the COUNTY in substantially the same condition that existed at the start of the license. The right to make repairs should not be construed as a modification of LICENSEE's rights and obligations under the FTCA or MCA or TTCA, or other applicable law. The COUNTY or injured third parties may use the FTCA or MCA or TTCA or other law, as applicable, to recover losses caused as a result of LICENSEE's activities related to its use of the LAND/FACILITIES that are not repaired or compensated for adequately by LICENSEE using other means. The FTCA provides a means of recovery for wrongful or negligent acts by personnel, employees and officers of the United States. The MCA provides a means of recovery for damages or injuries by Unityed States military personnel conducting non-combat activities, including training, that are not the result of negligent acts. The TTCA provides a means of recovery or damages for property damage, personal injury or death caused by the wrongful act or commission or the negligence of an employee of a Texas governmental unit. In no case will LICENSEE's liability exceed that allowable under applicable law, including the FTCA, the MCA and the TTCA.

b. COUNTY Liability to LICENSEE. The COUNTY is not liable to LICENSEE for damage or destruction of LICENSEE's property or equipment, or injury or death of LICENSEE's personnel, employees or officers. The COUNTY makes no representation that the LAND/FACILITIES is suitable for LICENSEE's contemplated use. LICENSEE's representatives will inspect and evaluate the suitability and safety of the LAND/FACILITIES for the proposed training. LICENSEE acknowledges that these premises covered by this license may contain hazardous conditions.

9. Contract Damages to Property. The COUNTY agrees to notify LICENSEE of any damage to the LAND/FACILITIES, beyond that discussed by the parties, within ten (10) days of the expiration of the period outlined in paragraph 4, above. Failure to notify LICENSEE within the five (5) days constitutes a waiver of such damage claim. LICENSEE agrees to negotiate a settlement within fifteen (15) days of notification of damage. LICENSEE assures the County that currently appropriated funds are available for such purpose.

10. Facsimile. The parties agree that a facsimile of this license bearing the signatures of the parties' representatives is valid for all purposes.

11. Any notice under the terms of this license shall be in writing signed by a duly authorized representative of the party giving such notice, and if given by LICENSEE shall be addressed to the COUNTY at the following address:

Director, Galveston County Department of Parks and Senior Services
County Parks Department
4102 Main Street
LaMarque, Texas 77568
Email: Kelly.snook@co.galveston.tx.us

and if given by the COUNTY shall be addressed to 6th CST/(WMD) at the following address:

Commander, 6th CST/(WMD)
Bobbie J. Jackson
2200 W 35th St
Austin, TX 78763

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date written below.

GALVESTON COUNTY

_____
Mark A. Henry, County Judge

ATTEST:

_____
Dwight Sullivan, County Clerk

_____
Kelly Snook, Director
Galveston County Department of Parks
and Senior Services

Date: _____

6th Civil Support Team/ Weapons of Mass Destruction (WMD)

_____
Printed Name:_____
Title/Rank/Service:_____
Authority:_____
Date:_____

AGENDA ITEM #20.

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

December 26, 2013

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

Re: Contract #CM13311, Essential Messaging

Gentlemen,

The vendor for Contract #CM13311, Essential Messaging submitted by Information Technology and awarded by the Commissioners' Court on September 3, 2013 has been renamed to Stericycle Communication Solutions, Inc.

A copy of the letter announcing the name change is attached for your perusal.

Respectfully submitted,

Rufus Crowder TW

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

Attachment

September 2013

Dear Valued Customer,

We are pleased to announce that Essential Messaging and PhonePower are now part of Stericycle Communication Solutions. Stericycle is a $2 billon leader in critical and custom services for business and healthcare organizations, and the Stericycle service expectation is Operational Excellence backed by Financial Stability. Other than a name change, it is business as usual in our call centers, with the same agents answering your calls.

As our Technology, Call Center Operations and Financial Services integration continues, we will communicate with you frequently about planned improvements in your service and our expanding offering to meet the needs of your organization and your callers.

We are also making investments that will improve your service and are actively upgrading our entire network and platform. These investments in hardware, software and operational standards are part of a many month technology integration strategy that will stabilize and enhance the service we provide to you.

Regarding your billing and invoicing:
Going forward, beginning with your October invoice, you will see the name Stericycle on your regular statements. We have included with this letter the new W-9. Please note the new tax identification number. This W-9 has our corporate address on it.

Your payment remittance has not changed. Please continue to send your payments to:

Stericycle Communication Solutions, Inc.
Eastern Database
26428 Network Place
Chicago, IL 60673-1264

If you have questions about this letter or your account, please contact our customer care line anytime at 866-274-0520.

In the months to come, expect frequent communications about integration and more improvements as we update your call center to our Stericycle enterprise-level standards. We appreciate your business.

Denise Richmond
Director, Financial Services
Stericycle Communication Solutions

PEID#
703690

CM13311
Approved CC 9/03/13
Term 10/1/13 - 9/30/14

Essential MESSAGING

Service Agreement

AR Acct# ESS1508 Appl Date 5/1/2013 Date Service to Begin Current Account

Subscriber Name Galveston County Phone #(main) 409 765 2685

Owner/Manager Shelle Fite Phone #(secondary) 409 766 2220

Physical Address 722 Moody 2nd Fl. IT Galveston, TX 77550 Fax # 409 770 6214

Billing Address same E-Mail: IT-Admin@co.galveston.tx.us

Type of Business Galveston County IT Tax Exempt # 74-6000908

Source/Referral Invoice: (X)Monthly ( )Quarterly ( )Annual

TELEPHONE ANSWERING SERVICE

Infinity # 1508 Toll-Free DID# Local DID# 409 938 2508

Type of Service:

(X)TAS ( )Alpha Dispatch ( )Voice Mail ( )Order Entry

Monthly Charges:

Base Rate $ 245.00 Minutes Included 375 Additional Minutes Charge$ $0.60

SUMMARY OF CHARGES *(Balance due before service begins)*

Monthly Base Rate $ $245.00

Additional Charges $ ---

Set-Up Fee $ ---

Sales Tax (PA 6%) $ ---

TOTAL DUE: $ NONE - RATE CHANGE

( )Auto Pay Option
( )Invoice Email Option

Accepted for SUBSCRIBER by:

Print Name: Mark A. Henry
County Judge

Signature: Mark Henry

Date: September 3, 2013

Attest:
Dwight D. Sullivan
County Clerk
By: Brandy Chapman Deputy
Brandy Chapman

Payment Type:
( )creditcard ( )check

Credit Card Information:
Card #
( )American Express ( )Discover
( )Visa ( )MasterCard
Expiration Date:

Accepted for ESSENTIAL MESSAGING by:

Signature Stacey Reedy Date 8/27/13

TERMS AND CONDITIONS

The Subscriber by subscribing to and using the services of ESSENTIAL MESSAGING agrees to the following:

Services and equipment rental are provided on a month-to-month basis with a minimum period of three (3) months unless otherwise noted. Title to and ownership of all equipment (other than Subscriber owned and maintained equipment) and telephone number(s) are retained by ESSENTIAL MESSAGING. Service may be terminated by the Subscriber or by ESSENTIAL MESSAGING at any time. When termination is initiated by the Subscriber, thirty (30) days written notice is requested.

All rates for services are subject to periodic review. Adjustments may be made, based upon your call volume, or if you have special requirements that necessitate our Telephone Secretaries spending additional time handling your calls. Accounts with monthly basic charges totaling $20 or less will be billed on a quarterly basis. The individual signing this agreement must be at least eighteen (18) years of age and personally guarantees all payments and the fulfillment of all terms of this agreement. This application must be accompanied by the appropriate initial payment, Set-Up Fee, and deposit, as required.

The Subscriber hereby waives any claim against ESSENTIAL MESSAGING, which may arise out of the use of any equipment or service provided. The sole liability of ESSENTIAL MESSAGING for the loss or damages arising out of mistakes, omissions, delays, errors, or defects in the service or its transmission, failure or defects in transmission facilities that occur in the course of furnishing service and not caused by negligence of the Subscriber, the communications carrier failing to maintain proper standards of maintenance or operation, or ESSENTIAL MESSAGING not exercising reasonable supervision, shall not exceed an amount equivalent to the proportionate charge to the Subscriber for the period during which the mistake, error or failure occurred, not to exceed thirty (30) days.

ESSENTIAL MESSAGING is not liable for any act or omission of the provider of non-ESSENTIAL MESSAGING facilities which are used in providing service, interruptions, errors, delays, or defects in transmission, or failure to transmit, when caused by acts of God, fire, war, riots, government authorities, or other causes beyond the control of ESSENTIAL MESSAGING.

The Subscriber indemnifies and saves ESSENTIAL MESSAGING, and its officers, agents and employees harmless against any and all loss, damages, cost and expense, which the Subscriber may hereinafter suffer, incur, or be legally obligated to pay by reason of the provision of service above referenced by ESSENTIAL MESSAGING to the Subscriber; any claim for libel, slander, or infringement of copyright from material transmitted over its facilities; against claims of infringement or patents arising from, coming with, or used in connection with facilities of ESSENTIAL MESSAGING's apparatus and systems of the Subscriber; and against all other claims arising out of any act or omission of the Subscriber in connection with facilities or services provided by ESSENTIAL MESSAGING.

Deposits will be returned to the Subscriber within twenty-one (21) days after termination of service or upon establishment of sufficient credit history with ESSENTIAL MESSAGING. The Subscriber must make a written request to ESSENTIAL MESSAGING when requesting a refund of any deposit monies unless the Subscriber or ESSENTIAL MESSAGING terminates service as herein provided. If termination of service occurs beyond the initial service period the effective date of such termination shall be the last day of the month in which the Subscriber gives notice of termination to ESSENTIAL MESSAGING.

No representations have been made by either party other than stated herein and no modifications of this agreement shall be valid unless in writing and approved by both parties. The TERMS AND CONDITIONS stated above are a part of this agreement.

SELECT Person/Entity ID: 703690

Vendor Number	Vendor Name	Address			Amount 10/01/11 - 09/30/12	Amount 10/01/12 - 09/30/13
703690	ANSWERING SPECIALISTS INC	DBA ESSENTIAL MESSAGING PO BOX 4346 HOUSTON	TX	77210-4346	$0.00	$2,400.00

AGENDA ITEM #21.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 12/10/2013	2. Contract Type: Expense Revenue (Other)	3. Renewal Contract: (Yes) / No
4. Department Name: Information Technology	5. Department Contact: Matt Votaw	
6. Description:	No cost Interlocal Agreement for participation in the Urban Counties Techshare Program	
7. IFAS PEID No: 703954	8. IFAS Req No:	9. Orgkey: / 10. Object Code:
11. Vendor: Texas Conference of Urban Counties	12. Vendor Contract No:	
13. Requested Legal Review: (Yes) / No (Explain if No)	No cost Interlocal Agreement.	

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: 01/07/14	Auto Renewal Contract: Yes (No)	Bid No: N/A
Contract End Date: 01/06/2019	Contract # Issued By Purchasing: CM14108	

Start Date is executed contract Date, no specific end

Approved By:	Signature	Date
Department Head:	Matt Votaw	12/11/13
Purchasing Agent:		12-16-13
County Legal:		

Contract listed in Budget Documentation: YES NO

County Budget Office:

Budget Available and Funds are will be Available: YES NO

County County Auditor:

2013 MASTER INTERLOCAL AGREEMENT

FOR PARTICIPATION IN THE URBAN COUNTIES TECHSHARE PROGRAM

1. Purpose

1.1. Pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code and for the purpose of participation in the Urban Counties' TechShare Program, the undersigned Local Governments and agencies of the State of Texas, enter into this Interlocal Agreement (hereinafter, "Agreement") with the Texas Conference of Urban Counties, Inc. (hereinafter, "Urban Counties"), a nonprofit corporation created to provide governmental functions and services on behalf of its members.

1.2. The undersigned Texas Local Governments and state agencies and any and all other Local Governments and agencies of the State of Texas adopting this Agreement may be referred to in this Agreement individually as "Participant" and collectively as "Participants." The Participants and Urban Counties may be referred to in this Agreement individually as "Party" or collectively as "Parties."

2. Recitals

2.1. Texas Local Governments and agencies of the State of Texas have the ability to realize substantial savings by jointly planning, developing, procuring, operating or maintaining information technology projects and resources necessary to conduct business for their citizenry;

2.2. Texas Local Governments and agencies of the State of Texas approving this Agreement by formal action of their respective governing bodies desire to jointly plan, develop, procure, operate or maintain one or more information technology projects or resources;

2.3. The Participants designate the Urban Counties to supervise the performance of this Agreement and to provide contract supervision and administration services and such other services necessary to accomplish the purpose of this Agreement as authorized by Tex. Gov't Code § 791.013;

2.4. The Urban Counties has created TechShare, a program whereby Texas Local Governments may realize economies of scale by jointly developing, procuring, operating, maintaining, and enhancing information technology projects and resources;

2.5. The Participants and the Urban Counties desire to enter into this Agreement for the Participants' participation in TechShare;

2.6. This Agreement, including all addenda, exhibits and attachments hereto, set forth the rights and responsibilities of the Participants in their joint endeavor(s) and the role of the Urban Counties as contract supervisor and administrator;

2.7. Each of the Participants finds that its payments for services performed pursuant to this Agreement may be made from current revenues that are readily available only for payments that are due in the then-current fiscal year;

2.8. The Participants and the Urban Counties each find that the amount paid for the services performed under this Agreement fairly compensates the performing party;

2.9. The Participants, acting by and through their respective governing bodies, individually and collectively, do hereby adopt and find the foregoing premises as findings of said governing bodies; and

2.10. In consideration of the promises, inducements, covenants, agreements, conditions and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participants and the Urban Counties agree as follows:

3. Definitions

3.1. For purposes of this Agreement and all other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, or addendum, the following terms shall have the meaning prescribed to them within this Section 3 (Definitions), unless the context of their use dictates otherwise. Other terms used in this Agreement that are not defined herein, but defined in any of the other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall have the same meaning herein as in such other documents

3.2. "Board of Directors" means the Board of Directors of Urban Counties.

3.3. "Capital Costs" means the costs of acquiring, developing, or otherwise establishing a Resource so that it can be shared by Participants, including any costs of financing, such as interest and risk premiums.

3.4. "Executive Director" means the Executive Director of Urban Counties.

3.5. "Funding Entity" means a Participant that contributes Pre-Paid Costs for the initial development or acquisition of a Resource or for the enhancement of a Resource.

3.6. "Implementation Costs" means costs unique to each Participant for the installation and/or implementation of a Resource in or for a Participant's information technology environment.

3.7. "Intellectual Property" means documented or undocumented knowledge, creative ideas, or expressions of human mind that have commercial (monetary) value and are protectable under copyright, patent, service mark, trademark, or trade secret laws from imitation, infringement, and dilution.

3.8. "Local Government" has that meaning assigned to it by Texas Government Code § 791.003(2).

3.9. "Operation and Maintenance (O&M) Costs" means the costs of operating and maintaining the functionality of a Resource, including modifications necessary to address changes in applicable laws, rules or regulations.

3.10. "Pre-Paid Costs" means amounts contributed by one or more Funding Entities pursuant to a Project Addendum for the initial development or acquisition of a Resource or for the enhancement of a Resource, plus applicable interest and risk premiums.

3.11. "Prime Rate of Interest" means the U.S. prime rate of interest published in the Wall Street Journal on December 31, or if not printed on December 31, then the nearest date preceding December 31 on which the prime rate of interest is published. The Prime Rate of Interest will be used as required herein for the preceding January 1 - December 31.

3.12. "Project" means a collaborative effort through TechShare by which Participants seek to achieve a common goal related to their information technology needs, and may include the acquisition, creation, or enhancement of a Resource.

3.13. "Project Addendum" means an addendum to this Agreement entered into by one or more Participants and the Urban Counties to conduct a Project.

3.14. "Resource" means Intellectual Property, personal property, service or knowledge acquired or developed by, or made available to, Participants through TechShare.

3.15. "Resource Sharing Addendum" means an addendum to this Agreement entered into by one or more Participants and the Urban Counties for the use of a Resource.

3.16. "Urban Counties" means the Texas Conference of Urban Counties.

4. Participation in TechShare

4.1. Participation in TechShare is open to all Texas Local Governments and to Texas state agencies.

4.2. A county eligible for membership in the Urban Counties must be a member in good standing of the Urban Counties to become and to remain a Participant in a Project.

4.3. A Participant eligible for membership in Urban Counties but not a member in good standing that is sharing one or more Resources shall pay annually, as additional O&M Costs, an amount that in total for all Resources equals the amount the Participant would pay in dues if it were a member of Urban Counties. Such additional amount shall be accounted for in the same manner as dues revenue to Urban Counties.

4.4. Each Participant must approve, by its usual approval process for contracts, this TechShare Master Interlocal Agreement and, for each Project and Resource, the applicable Project Addendum or Resource Sharing Addendum to this TechShare Master Interlocal Agreement.

4.5. Project Addenda and Resource Sharing Addenda shall not be binding upon a Participant unless approved by formal action of the governing body of the Participant.

5. Contract Supervision and Administration

5.1. As authorized by Tex. Gov't Code § 791.013(a)(3), Participants designate Urban Counties to supervise the performance of this Agreement.

5.2. The role of Urban Counties is to supervise, administer, and carry out the purposes of this Agreement.

5.2.1. Urban Counties shall have any and all powers necessary to carry out the purposes of this Agreement, which shall include any and all acts necessary and proper for the operation and management of this Agreement.

5.2.2. Services to be provided by Urban Counties for each Project and Resource may include, but not necessarily be limited to:

5.2.2.1. procuring or providing necessary services and supplies as contemplated by a Project Addendum or Resource Sharing Addendum and the applicable budget;

5.2.2.2. administering all contracts, procedural documents, manuals, and other guidelines pertaining to the management of each Project and Resource under the guidance of the Board of Directors;

5.2.2.3. providing information to Participants and potential participants to increase awareness of TechShare and the opportunities for sharing and collaboration therein;

5.2.2.4. preparing and presenting detailed and summary financial information necessary for the administration and management of each Project and Resource;

5.2.2.5. rendering invoices, receiving funds, establishing and maintaining appropriate accounting records, establishing and utilizing an appropriate cost accounting system, and managing accounts receivable;

5.2.2.6. reviewing and approving travel reimbursement requests for each Project and Resource in accordance with the applicable budget and applicable policies;

5.2.2.7. serving as the communication and distribution center for all information related to TechShare;

5.2.2.8. reviewing and making recommendations on all contracts;

5.2.2.9. acting as a liaison with federal and state agencies and responding to their inquiries;

5.2.2.10. computing and providing billings for participation;

5.2.2.11. filing required forms and reports with state and other governmental agencies;

5.2.2.12. assisting a Participant's auditor and actuary as necessary;

5.2.2.13. coordinating banking functions and handling deposits and reconciliations;

5.2.2.14. providing notices of meetings, supplying resource material for meetings, and keeping minutes of meetings; and

5.2.2.15. forming or administering committees.

5.3. Urban Counties shall have the authority to conduct procurement functions and enter into contracts with one or more vendors as may be deemed necessary to carry out the purposes of this Agreement and to effectively manage each information technology project and resource.

5.3.1. All contracts approved by Urban Counties with vendors to fulfill the requirements of a Project or Resource Sharing Addendum, will be exclusively between the Urban Counties and the selected vendors.

5.3.2. No Participant may be a third-party beneficiary to such contracts unless specifically set forth in the applicable Addendum.

5.3.3. Urban Counties is prohibited from binding any Participant to any obligations arising from contracts between Urban Counties and third-party vendors regarding goods or services, unless expressly approved by a Participant's governing body.

5.3.4. When appropriate, Urban Counties shall inquire into warranties from vendors and provide such information to the appropriate Stakeholder Committee.

5.4. Urban Counties acknowledges and agrees that information or other data provided by a Participant to Urban Counties to be stored or managed within a Resource will remain the property of the Participant. The Urban Counties further acknowledges and agrees that such information or other data shall not be used by the Urban Counties other than in connection with the performance of this Agreement, disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the Urban Counties, its employees, officers, agents, subcontractors, invitees, or assigns in any respect.

5.5. Urban Counties will provide regular reports on operations or activities as determined appropriate by each Stakeholder Committee and by the Oversight Committee.

5.6. Urban Counties must exercise a duty of good faith, fair dealing, and loyalty in relation to services provided to Participants under this Agreement.

5.7. For services performed under this Agreement, the Urban Counties shall be paid as set forth in each Project Addendum and Resource Sharing Addendum.

5.7.1. The Participants have no equity rights in any of the assets or property of the Urban Counties unless specifically provided for herein or by way of a separate contract, agreement or other document executed by a Participant and the Urban Counties.

5.8. The Participants intend that the Urban Counties shall operate only within the scope herein set out and have not herein created, as between the Participants, any relationship of surety, indemnification or responsibility for the debt of or claims against any other Participant. Nor is such a relationship created between any Participant or group of Participants and the Urban Counties.

5.9. The Participants have not, by entering into this Agreement, assumed, in any manner, any liability for the debts of or claims against the Urban Counties.

5.10. Urban Counties will not be financially liable to Participants for the performance or function of any Resource. In the event of non-performance of a Resource, Urban Counties will make best efforts within the applicable budget to correct the non-performance.

6. Oversight

6.1. Board of Directors: The Board of Directors is responsible for overall management of each Project and Resource. The Board of Directors:

6.1.1. will adopt a budget for each Project and Resource, and set costs to share a Resource;

6.1.2. will approve, or confer Urban Counties staff with authority to approve in accordance with Board policy and practice, all contracts necessary or desirable for a Project or Resource, within the adopted budget;

6.1.3. will approve, as applicable, the scope, deliverables, work plans, goals, and other matters impacting the effort and budget of each Project and Resource; and

6.1.4. may adopt technical standards and guidelines necessary to facilitate the sharing of Resources and to ensure Resources are flexible and adaptable to meet county needs.

6.2. Participant Representatives: Each Participant participating in a Project or sharing a Resource shall designate a Representative to the Project or Resource by providing written notice to the Urban Counties. A Participant may change its Representative at any time by notifying the Urban Counties in writing. Each Participant Representative shall serve as the Participant's primary point of contact for matters pertaining to the Project or Resource, and may serve on the TechShare Oversight Committee if the Participant Representative meets the qualifications as provided in 6.3.

6.3. Oversight Committee: There shall be one TechShare Oversight Committee for all Projects and Resources. The TechShare Oversight Committee shall meet regularly as Projects and Resources may require, and make recommendations to the Board of Directors as to matters pertaining to a Project or Resource.

6.3.1. The TechShare Oversight Committee will be composed of seven (7) voting members as follows:

6.3.1.1. the Chair-Elect of Urban Counties; and

6.3.1.2. one member of the governing body from each of six (6) TechShare Participants, as appointed by the Chairman of the Board of Directors. In making appointments, the Chairman of the Board of Directors shall endeavor to make the Oversight Committee representative of all Participants in TechShare.

6.3.2. Subject to section 6.3.3., appointed members of the Oversight Committee serve staggered 2-year terms. Upon the expiration of his/her term, an Oversight Committee member will continue to serve until a successor is appointed.

6.3.3. In making initial appointments, the Chairman of the Board of Directors shall designate three (3) appointees to have initial terms expiring December 31, 2013, and shall designate four (4) appointees to have initial terms expiring December 31, 2014. Thereafter, all terms shall be for two (2) years.

6.3.4. Each year, prior to the expiration of the terms of Oversight Committee members, the Oversight Committee shall recommend to the Chairman of the Board of Directors qualified persons in sufficient numbers to replace the Oversight Committee members whose terms will be next expiring.

6.3.5. Oversight Committee members may serve no more than three (3) consecutive terms as an appointed member of the Oversight Committee. Service as the Chair-Elect of the Board of Directors is not considered in applying this limitation.

6.3.6. No TechShare Participant may have more than one person serve on the Oversight Committee simultaneously.

6.3.7. No voting member of the Oversight Committee may also simultaneously serve on a Stakeholder Committee.

6.3.8. Each voting member of the Oversight Committee shall have one vote of equal weight.

6.3.9. The Chairpersons of each TechShare Project and TechShare Resource Stakeholder Committee serve on the Oversight Committee as ex-officio, non-voting members.

6.3.10. The Chairman of the Board of Directors shall select one appointed member of the Oversight Committee, who must be a member of the commissioners court of a county that is a member of Urban Counties, to serve as the Chairman of the Oversight Committee for a two-year term coincident with the term of appointed Oversight Committee members. A Chairman of the TechShare Oversight Committee may serve consecutive terms as Chairman.

6.3.11. Oversight Committee members are charged with making decisions they reasonably believe are in the best interests of the collective Participants in TechShare and of Urban Counties.

6.3.12. A majority of the members of an Oversight Committee shall constitute a quorum.

6.3.13. Proxies will be recognized for voting purposes at Oversight Committee meetings, but will not be counted for quorum purposes.

6.3.14. The Oversight Committee will:

6.3.14.1. make recommendations to the Board of Directors regarding the selection and retention of the TechShare Division Director, who shall serve at the pleasure of the Board of Directors;

6.3.14.2. oversee TechShare operations through the TechShare Division Director, who shall report to the Committee;

6.3.14.3. ensure compliance of Projects and Resources with applicable policies of the Board of Directors and with approved contracts;

6.3.14.4. review the appropriateness of scope, operation, budget, work plan, staffing, and contracting for Projects and Resources as recommended by Stakeholder Committees;

6.3.14.5. review financial information related to Projects and Resources to ensure compliance with the adopted budget; and

6.3.14.6. ensure a common "vision" regarding integration and functionality is realized across Projects and Resources.

6.3.15. In performing their duties under this Section, the Oversight Committee may:

6.3.15.1. appoint one or more advisory committees to assist the Oversight Committee as it deems necessary;

6.3.15.2. develop rules, policies, procedures and other standards for use of a Resource;

6.3.15.3. develop policies for the oversight of a Project or Resource using effective risk management strategies;

6.3.15.4. recommend to the Board of Directors for approval RFPs, vendor selection and vendor contracts;

6.3.15.5. recommend to the Board of Directors actions relating to termination, modification, and enforcement of contracts with vendors and suppliers; and

6.3.15.6. establish standards that promote the ability of information resources systems to operate and integrate with each other.

6.3.16. Any member of the Oversight Committee appointed by the Chairman of the Board of Directors who fails to attend more than two (2) consecutive meetings of the Oversight Committee, or who fails to attend more than 25% of the meetings of the Oversight Committee in any 12-month period, automatically vacates their position on the Oversight Committee. In such case, the Chairman of the Board of Directors will appoint a replacement Oversight Committee member.

6.4. Stakeholder Committees: Each Project and Resource shall have a Stakeholder Committee to make recommendations to the Oversight Committee regarding the Project or Resource.

6.4.1. Each Stakeholder Committee will consist of the Representatives from all Participants participating in the respective Project or Resource.

6.4.2. The Chairman of each Stakeholder Committee will be appointed by the Chairman of the Oversight Committee, in consultation with the Oversight Committee.

6.4.3. Each Stakeholder Committee will:

6.4.3.1. manage functionality and scope of the Project or Resource, as applicable, within budget;

6.4.3.2. implement technical standards as may be necessary or desirable; and

6.4.3.3. develop annual work plans and corresponding budgets and recommend those to the Oversight Committee.

6.4.4. The voting strength for Stakeholder Committee members shall be determined using the funding formula in the respective Project or Resource Addendum. In the case of Resources, the funding formula used to determine voting strength shall be the formula for allocating Capital Costs of the Resource. As additional Participants join a Project or Resource, the voting strength of each Stakeholder Committee member will be adjusted in accordance with that formula.

6.5. Technical Committees: Each Stakeholder Committee may appoint, in its discretion, one or more advisory committees for the applicable Project or Resource to provide technical advice or to aid in the development, acquisition, management, or oversight of the Project or Resource.

6.6. Project and Resource Sponsors. Each Participant must designate a member of its governing body to serve as its Sponsor for each Project and Resource in which the Participant participates.

6.6.1. The Sponsor may also serve as the Participant's Stakeholder Committee member or as a member of the Oversight Committee.

6.6.2. The Sponsor is to serve as a point of contact in the event of disputes or disagreements.

6.6.3. Each Sponsor will be provided by Urban Counties periodic updates on the status of respective Projects and Resources.

6.7. Oversight Committee members, Stakeholder Committee members, Technical Committee members, and members of other committees shall serve without compensation. Travel expenses may be paid for if included within the applicable Project or Resource budget.

7. Budget and Funding

7.1. Projects: The budget for each Project will be set forth in the Project Addendum. Each Participant's portion of the budget shall be set forth in the Project Addendum or determined as set forth in the formula in the Project Addendum.

7.1.1. The Stakeholder Committee for the Project or the Oversight Committee may recommend the budget or funding formula be adjusted, subject to approval of the Board of Directors.

7.1.2. A change in the budget or the funding formula that does not require a Participant to pay more than the total dollar amount as previously approved by the Participant shall not require additional approval of the Participant. *In no event will a Participant be obligated to pay more than the amount set forth in the original Project Addendum without formal approval of the Participant's governing body.*

7.2. Resources: Each Resource will have a periodic budget, such as for each Fiscal Year.

7.2.1. The Stakeholder Committee will formulate a proposed budget and submit it to the Oversight Committee for approval. The Oversight Committee may modify the proposed budget, but should endeavor to reach consensus with the Stakeholder Committee. The Oversight Committee will recommend the periodic budget to the Board of Directors for approval. The Board of Directors may modify the recommended budget as it deems appropriate.

7.2.2. Each periodic budget will include amounts intended to meet the objective of continual technical and functional refreshing of the Resource.

7.2.3. The Board of Directors shall set the costs or the method of determining the costs for Participants to share a Resource. The method of determining costs for Participants to share a Resource shall be set forth in the Resource Sharing Addendum.

7.2.3.1. Costs may vary by Participant.

7.2.3.2. Costs for a Participant may change as Participants change.

7.2.3.3. A change in a cost that does not require a Participant to pay more than the total dollar amount as previously approved by the Participant shall not require additional approval of the Participant. *In no event will a Participant be obligated to pay more than the amount previously approved by the Participant without formal approval of the governing body of the Participant.*

7.3. The timing of each Participant's funding obligations shall be set forth in the applicable Project Addendum or Resource Sharing Addendum.

7.3.1 Project costs, Capital Costs and O&M Costs will be charged, and must be paid, in advance of the start of a Project or the applicable budget term for a Resource.

7.4. The budget for each Project and Resource shall be in accordance with the chart of accounts as established by Urban Counties.

7.5. If a Participant uses grant or other funds subject to compliance with specific terms or conditions to pay any portion of its costs, that Participant is solely responsible for compliance with the applicable terms and conditions. To the extent permitted by law without establishing a sinking fund, the Participant shall hold harmless the other Participants from the use of such funds. Payments made using such funds will not be refunded in the event such payments are found to violate applicable terms or conditions.

8. Funding of Projects for Development or Acquisition of a TechShare Resource

8.1 Urban Counties may obtain funding for a Project in any manner permitted by law, including, for example, using its own reserves, borrowing from a financial institution, or collecting Capital Costs from Participants in advance of the development, acquisition or enhancement of a Resource (i.e., Pre-Paid Costs).

8.2 One or more Participants may become a Funding Entity by funding the initial development, acquisition, or enhancement of a Resource through the payment of Pre-Paid Costs.

8.2.1. Capital Costs of the Resource funded with Pre-Paid Costs will include, but may not be limited to:

8.2.1.1. Pre-Paid Costs;

8.2.1.2. interest at the rate of ½ of the Prime Rate of Interest; and

8.2.1.3. a risk premium of 10% of Pre-Paid Costs and interest.

8.2.2. Interest will be applied to cash contributions to a Project from the date of the contribution.

8.2.3. Interest will be applied to direct expenditures made by a Participant as part of a Project if provided for in the Project Addendum, with interest accruing as specified in the Project Addendum.

8.2.4. A risk premium will be applied to:

8.2.4.1. cash contributions to a Project and direct expenditures made by a Participant as part of a Project, plus any interest as provided in section 8.2.2 or section 8.2.3;

8.2.4.2. in-kind contributions, with value established at the start of a Project; and

8.2.4.3. assets developed outside of a TechShare Project and transferred to Urban Counties for use in TechShare, with value established at the start of a Project.

8.2.5. Interest will be compounded annually on the average daily positive balance of Pre-Paid Costs.

8.2.6. Funding Entities will receive credit for interest and risk premium accrued on their respective Pre-Paid Costs and included in the Capital Costs of the Resource in the same proportion as Capital Costs are allocated to Funding Entities.

8.2.7. Interest on a Funding Entity's balance of Pre-Paid Costs will accrue until the balance of Pre-Paid Costs is retired either by (1) credits granted for Capital Costs associated with the use of the Resource and otherwise owed by the Funding Entity; (2) credits granted for Capital Costs paid by other Participants; or (3) revenue received from non-participants to access the Resource.

8.3. If Urban Counties funds a Project using its own reserves or through borrowing, the Capital Costs of the Resource will include, but may not be limited to:

8.3.1. cash contributions;

8.3.2. interest (1) at the rate and in the amount paid by Urban Counties on borrowed funds; or (2) at the rate of ½ of the Prime Rate of Interest from the date of expenditure/contribution to the date all funds expended by Urban Counties have been repaid by Participants for non-borrowed funds; and

8.3.3. risk premium of 10% of cash contributions and interest.

9. Sharing of Costs of a Resource

9.1. The Board of Directors will set the Participants' shared costs for Resource use and include those costs in the applicable Resource Sharing Addendum for approval by Participants.

9.2. The costs shared by Participants using a software Resource shall consist of Capital Costs and recurring Operations and Maintenance Costs.

9.2.1. The Capital Costs of each Resource shall be the costs incurred by Urban Counties to acquire, develop, or otherwise establish the Resource so that it can be shared by Participants.

9.2.2. Each Participant's proportionate share of the Capital Costs of the Resource shall be determined using population, number of end users, or some other metric as established for the Resource by the Board of Directors and set forth in the applicable Resource Sharing Addendum.

9.2.2.1. Allocation of Capital Costs will be done using the appropriate metric (e.g., population, number of users, etc.) as of the date the Resource is first placed in use.

9.2.2.2. Once established, the allocation of Capital Costs will not change except as may be adjusted to account for additional Participants.

9.2.2.3. Funding Entities may agree to allocate their total allocated Capital Costs among themselves differently, and that allocation will be contained in the Resource Sharing Addendum.

9.2.2.4. Participants may pay their respective Capital Costs for a Resource in three equal annual installments. Interest at the rate of ½ of the Prime Rate of Interest, compounded annually on the average daily positive balance of unpaid Capital Costs, will accrue.

9.2.3. When paid, interest that accrues on unpaid Capital Costs will be distributed proportionality to those Participants who received a portion of the paying Participant's first payment of Capital Costs. The O&M Costs for each Participant shall be the Participant's proportionate share of the Total Annual Operations and Maintenance Cost of a Resource as determined using population, number of end users, or some other metric as established for the Resource by the Board of Directors and set forth in the applicable Resource Sharing Addendum.

9.2.3.1. If population is used to allocate costs, decennial census figures or annual census estimates as published by the Texas State Data Center, whichever is most recent, will be used.

9.2.3.2. Allocation of Total Annual Operations and Maintenance Costs will be done using the appropriate metric (e.g., population, number of users, etc.) as of the first day of the applicable term of the Total Annual Operations and Maintenance Costs. Once established for a term, unless additional Participants join in sharing the Resource, the allocation of Total Annual Operations and Maintenance Costs will

not change, but may change in subsequent terms if there are changes in the appropriate metric.

9.2.3.3. O&M Costs will be prorated for Participants joining mid-budget.

9.3 In addition to Capital Costs and O&M Costs, Participants may be required to pay Implementation Costs for a Resource. Implementation Costs will be unique to each Participant and will not be shared with other Participants.

10. Capital Improvements to Resources

10.1. Events may require significant changes not capable of being completed under the normal annual O&M budget.

10.2. Additional Capital will be derived in one of the following manners:

10.2.1. Creation of a separate TechShare Project (preferred)

10.2.1.1. The separate Project will result in separate optional module or component of the Resource available to Participants that pay their proportionate share of Capital Costs for the module.

10.2.1.2. Funding for the Project could come from any source of funding permitted for Projects generally.

10.2.1.3. The sharing of Capital Costs for the module will be in the same manner as for the sharing of Capital Costs of Resources.

10.2.2. Capital call upon all Participants sharing the Resource (not preferred)

10.2.2.1. If there is a capital call, total Capital Costs of the Resource will be increased, as will Capital Costs for all Participants, both current and future.

11. Refunds with Additional Participation

11.1. As additional Participants join to share a Resource, a Participant then sharing the Resource is eligible to receive a partial refund of its Capital Costs and Operations and Maintenance Costs previously paid. The amount of any such refund shall be determined by calculating the effect of each additional Participant joining to share the Resource in accordance with the formulas for allocation of Capital Costs and Total Annual Operations and Maintenance Costs as set forth in the Resource Sharing Addendum.

11.2. Refunds resulting from additional Participants joining to share a Resource shall be calculated at the end of the annual period used to calculate the Total Annual Operations and Maintenance Costs.

11.3. At the direction of each Participant, its applicable refunds of either Capital Costs and Operations and Maintenance Costs may be made in the form of credits against future Operations and Maintenance Costs.

11.4. A Participant that withdraws from sharing a Resource is not eligible to receive refunds of Capital Costs or Operations and Maintenance Costs.

11.4.1. Because the former Participant is not receiving refunds of its Capital Costs during the period the former Participant does not share the Resource, the

former Participant's balance of Capital Costs will not be reduced during that period.

11.4.2. The former Participant becomes eligible for prospective refunds if it returns to sharing the Resource.

11.4.3. Any refund of Capital Costs and O&M Costs that would be distributed to the former Participant if it were a Participant will be distributed proportionately among active Participants, including those Participants whose payment of Capital Costs resulted in the refund to active Participants.

12. Refunds from Outside Revenue

12.1. If revenue is derived from a Resource, from other than Participants in TechShare, such revenue will be allocated as follows:

12.1.1. If there are Funding Entities, the revenue will be allocated 50% to Funding Entities in proportion to their respective Pre-Paid Costs and the remaining 50% to all eligible Participants then sharing the Resource in proportion to their respective Capital Costs until all eligible Participants have been reimbursed all of their respective Capital Costs.

12.1.1.1. Once all eligible Participants then sharing have received reimbursement of their respective Capital Costs, 50% of the revenue will be allocated to the Funding Entities in proportion to their respective Pre-Paid Costs and the remaining 50% will be retained by Urban Counties.

12.1.2. If there are no Funding Entities, 100% of the revenue will be allocated to all eligible Participants then sharing the Resource in proportion to their respective Capital Costs until all eligible Participants have received reimbursement of their respective Capital Costs.

12.1.2.1. Once all eligible Participants then sharing have received reimbursement of their respective Capital Costs, 100% of the revenue will be retained by Urban Counties.

12.2 To be eligible to receive an allocation of revenue derived from other than Participants in TechShare, a Participant must (1) have shared the Resource for at least 60 consecutive months, or (2) have never stopped sharing the Resource since the date the Participant first shared the Resource.

13. Installation and Implementation of a Resource

13.1. If Installation or implementation is required for a Participant to share a Resource, the installation or implementation will only be done by authorized entities through TechShare as provided in the Resource Sharing Addendum.

14. Reporting Requirements of Urban Counties

14.1. For each Project and Resource Urban Counties will establish a secure website accessible by those Participants participating in the Project or Resource and containing current information regarding Pre-Paid Costs, Capital Cost balances of each Participant, budget and expenditures, O&M Costs, Participants, Stakeholder Committee and other committee members, Project status, copies of vendor

contracts, and such other information in the possession of Urban Counties as the Stakeholder Committee shall deem appropriate.

14.2. Upon request by the Oversight Committee, the Urban Counties shall report, from information in its possession, on the status, progress, benefits, efficiency gains, financial matters or other information or data related to a Project or Resource that the Oversight Committee considers necessary.

14.3. Each Participant shall have a right of access to information regarding a Project or Resource in which the Participant participates as specified in the respective Project Addendum or Resource Sharing Addendum. Urban Counties shall have no obligation to produce or make available information that is not specified in the respective Project Addendum or Resource Sharing Addendum.

14.4. Financial information will be provided by Urban Counties to Participants in accordance with the chart of accounts used by Urban Counties. If a Participant desires financial information in a form other than the established chart of accounts, the Participant will be provided a comprehensive report of all transactions so that the Participant may categorize and analyze the transactions in any way the Participant desires.

14.5. In performing its duties under this Section, the Urban Counties is entitled to obtain from a Participant information necessary and appropriate to prepare a report under this section.

15. Participation by Other Entities

15.1. Additional Texas Local Governments and agencies of the State of Texas may participate in this Agreement with the approval of the Board of Directors.

15.2. Additional participants will be required to approve this Agreement and provide funds in accordance with Section 7 (Budget and Funding). The participation of additional Texas Local Governments or state agencies in a Project or Resource shall not require the approval of other Participants.

16. Ownership of Work Product

16.1. Ownership.

16.1.1. The ownership of work product, including Intellectual Property, and the right to acquire Intellectual Property, if applicable, for all Resources developed or obtained through TechShare will vest with Urban Counties.

16.1.2. Each Project Addendum will include a description of the work product anticipated to be developed as part of the Project.

16.1.3. Each Resource Sharing Addendum will include a description of the Resource, including the Intellectual Property, if any, comprising the Resource.

16.1.4. Urban Counties will deposit into escrow, during appropriate times in the development of the Resource, the source code for the benefit of the Participants. The type of escrow will be described in the applicable Resource or Project Addendum.

16.2. Rights of Participants

16.2.1. Participants sharing a Resource possess a non-transferable, non-exclusive right to use the Resource for their own use.

16.2.2. Participants must agree to prohibit further distribution of a Resource to non-participants unless otherwise clearly provided for in the Resource Sharing Addendum.

16.2.3. The sale of a Resource by Urban Counties to any entity requires the approval of Participants then sharing the Resource which, in total, have paid at least 50.1% of the Capital Costs of the Resource.

16.2.4. Any sale of a software Resource must be subject to each Participant's continued right to use the version of the Resource in use at the time of sale.

16.2.5. Before a Resource may be licensed for use by any entity outside of this Agreement and the applicable Resource Sharing Addendum, the licensing fee or calculation for deriving the licensing fee must be approved by Participants then sharing the Resource which, in total, have paid at least 50.1% of the Capital Costs of the Resource.

16.3. When a Resource is No Longer Offered through TechShare

16.3.1. When a Resource owned by Urban Counties is no longer offered for sharing through TechShare, each Participant that (1) paid its appropriate portion of the Capital Costs of the Resource and (2) has shared the Resource for at least 60 consecutive months preceding the date the Resource is no longer offered through TechShare, or has never stopped sharing the Resource since the date the Participant first shared the Resource, will be given a divided, proportionate ownership interest in the source materials for the former Resource and Urban Counties will not retain any ownership in the former Resource.

16.3.2. Each Participant sharing in the ownership of the former Resource will be free to use and manipulate the source materials for the former Resource for the Participant's sole use.

16.3.3. Any sale to or use of the source materials for the former Resource by a non-Participant requires the affirmative consent of Participants owning a collective majority interest in the former Resource.

16.4. When a Participant Withdraws from Sharing a Resource

16.4.1. If a Participant withdraws from sharing a Resource that is still offered through TechShare as permitted by the applicable Resource Sharing Addendum (for example, at the expiration of the Resource Sharing Addendum), the Participant will have no rights to future use of the Resource if the Participant has shared the Resource for less than 60 consecutive months.

16.4.2. If a Participant withdraws from sharing a Resource as permitted by the applicable Resource Sharing Addendum and has shared the Resource for at least 60 consecutive months, the Participant will be granted a non-

exclusive, perpetual license for the Resource as it exists on or about the date the Participant withdraws from sharing to use and manipulate the source materials for the Resource for the Participant's sole use.

16.4.3. If a Funding Entity withdraws from sharing a Resource and the Funding Entity has shared the Resource for less than 60 consecutive months, the Funding Entity will be granted a non-exclusive, perpetual license for the Resource as it exists on or about the date the Funding Entity withdraws from sharing to use and manipulate the source materials for the Resource for the Funding Entity's sole use; except, however, the Funding Entity shall not be granted a license and shall not have any further right to use the Resource if, prior to withdrawing from sharing, the Funding Entity has received refunds from revenue derived from other than Participants in TechShare in an amount equal to or greater than the Funding Entity's Pre-Paid Costs.

16.5. When a Participant Transfers a Resource to TechShare

16.5.1. If a Participant transfers ownership of a Resource to Urban Counties for sharing through TechShare and the Participant withdraws from sharing the Resource at any time, the Participant will be given a non-exclusive, perpetual license for the Resource as it exists on or about the date the Participant withdraws from sharing to use and manipulate the source materials for the Resource for the Participant's sole use.

16.6. When a Participant Withdraws from a Project

16.6.1. If a Participant withdraws from a Project as permitted by the Project Addendum, the Participant will be given a non-exclusive, perpetual license to use and manipulate for the Participant's sole use the Project work product as it exists on or about the date the Participant withdraws.

16.7. Liability for Use of Former Resource

16.7.1. Urban Counties and other Participants will not be liable to a Participant or former Participant, or any party claiming through a Participant or former Participant, for any claims arising from the use of a former Resource or the use of a Resource outside of a Resource Sharing Addendum.

16.7.2 No implementation assistance or end user training will be provided by Urban Counties or through TechShare for a former Resource or for the use of a Resource outside of a Resource Sharing Addendum unless a separate agreement is entered into for those services.

17. Ownership of Data

17.1. When a Project or Resource involves the shared storage of data or the shared access to data of the Participants and other entities, the data remains the property of the Participant or entity that created or submitted the data, unless otherwise provided in the applicable Project Addendum or Resource Sharing Addendum.

17.2. Information or other data of a Participant shall not be used by the other Participants other than in connection with the performance of this Agreement or as

contemplated by the applicable Project Addendum or Resource Sharing Addendum.

17.3. Information or other data of a Participant shall not be disclosed, sold, assigned, leased or otherwise provided to third parties, or commercially exploited by or on behalf of the other Participants, their employees, officers, agents, subcontractors, invitees, or assigns in any respect.

17.4. In the event a Participant receives a request for information or other data belonging to another Participant or entity, the Participant receiving the request must promptly notify the requestor that the Participant receiving the request is not the custodian of the requested information or data.

17.4.1. A copy of the request must be forwarded to the Urban Counties within 24 hours of receipt.

17.5. Each Participant shall contractually bind other entities with access to information or data through the Participant to observe the same restrictions on the use and disclosure of information and data belonging to other Participants or entities, and the requirement to send requests for information and data belonging to other Participants or entities to the Urban Counties.

17.6. It is the intention of the Participants that the custodian(s) of data in the event such custodian(s) did not participate in a Project or Resource will remain the custodian(s) of such information and data, unless an applicable Project or Resource Addendum provides otherwise.

18. Warranties

18.1. **NO PARTY TO THIS AGREEMENT WARRANTS THE AVAILABILITY, ACCURACY, QUALITY, RELIABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF ANY PROJECT OR RESOURCE MADE AVAILABLE THROUGH ANY PROJECT ADDENDUM OR RESOURCE SHARING ADDENDUM.**

18.2. **THIRD PARTY WARRANTIES OR GUARANTEES MAY INURE TO THE BENEFIT OF THE PARTICIPANTS TO A PARTICULAR PROJECT OR RESOURCE IF SUCH ARE CONTRACTUALLY SECURED AS PART OF SUCH PROJECT OR RESOURCE, AS SET FORTH IN THE APPROPRIATE ADDENDUM. NO PARTY TO THIS AGREEMENT SHALL BE HELD LIABLE FOR A WARRANTY OR GUARANTEE OFFERED BY A THIRD PARTY.**

18.3. **ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED BY ALL PARTIES TO THIS AGREEMENT TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.**

19. Notice

19.1. Any and all notices to be given under this Agreement by a Participant or Urban Counties shall be deemed to have been given if reduced to writing and delivered in person or mailed by overnight or certified mail, return receipt requested, postage pre-paid, to the address set forth on the signature page of the intended recipient.

19.2. A Participant may change its address for receiving notification under this Agreement by providing written notice of the change of address to Urban Counties. Urban Counties shall update the Participant's address on the secure website for the applicable Project or Resource.

19.3. Urban Counties may change its address for receiving notification under this Agreement by providing written notice of the change of address to all Participants.

19.4. Any notice required hereunder shall be deemed to have been given three (3) days subsequent to the date it was placed in the United States mail, postage pre-paid.

20. Amendment

20.1. This Agreement may not be amended except in a written instrument specifically referring to this Agreement and signed by all Participants and Urban Counties.

20.2. Any modification, alteration, addition or deletion to the terms of this Agreement which are required by changes in federal or state law are automatically incorporated herein without written amendment to this Agreement and shall be effective on the date designated by said law.

21. Current Revenue

21.1. The Parties warrant that all payments, expenditures, contributions, fees, costs, and disbursements, if any, required of it hereunder or required by any other agreements, contracts and documents executed, adopted, or approved pursuant to this Agreement, which shall include any exhibit, attachment, addendum or associated document, shall be paid from current revenues available to the paying Party.

21.2. The Parties warrant that no debt is created by this Agreement.

22. Binding Agreement, Authority, Parties Bound

22.1. This Agreement has been duly executed and delivered to all parties and constitutes a legal, valid and binding obligation of the Parties.

22.2. This Agreement may be executed in multiple counterparts. Each person executing this Agreement on behalf of each Party represents and warrants that they have full right and authority to enter into this Agreement.

23. Applicable Law

23.1. This Agreement shall be expressly subject to the Participants' sovereign immunity and other governmental immunity and all applicable federal and state law.

23.2. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

24. Severability

In the event that one or more of the provisions contained in the Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability of the Agreement shall be construed as if such invalid, illegal or unenforceable provision has never been contained herein, but shall not affect the remaining provisions of this Agreement, which shall remain in force and effect.

25. Assignment

The Urban Counties may not assign its rights and duties under this Agreement without the prior written consent of the Participants, acting by and through their respective governing bodies, even if such assignment is due to a change in ownership or affiliation. Any assignment attempted without such prior consent by the Participants shall be null and void.

26. Full Agreement

26.1. This Agreement, standing alone, does not grant any rights, or bind any Party, to any obligations.

26.2. Only upon execution of a Project Addendum or Resource Sharing Addendum will a Participant and Urban Counties have any rights or obligations pursuant to this Agreement.

26.3. This Agreement and any Project Addenda or Resource Sharing Addenda executed by a Participant shall contain the entire understanding of the Parties with respect to that Participant and the Urban Counties regarding participation in TechShare.

26.4. Each Participant acknowledges that the other Participants and Urban Counties, or anyone acting on behalf of the other Participants or Urban Counties, have made no representations, inducements, promises or agreements, orally or otherwise, unless such representations, inducements, promises or agreements are embodied in this Agreement, expressly or by incorporation.

27. Effect of this Agreement on Existing Agreements and Addenda

27.1. Except as set forth in 27.2, this Agreement succeeds and replaces prior Interlocal Agreements for Participation in the Urban Counties TechShare Program (the "Prior ILAs") to the extent the Prior ILAs were still in effect.

27.2. The Prior ILA approved by the Board of Directors on July 9, 2004 and previously approved by all participants in the TechShare Resource Sharing Addendum for the Common Integrated Justice System (CIJS) Court Administration System shall remain in effect for the purpose of governing and the CIJS Resource Sharing Addendum through FY2013. For FY2014 and subsequently, the participants in the CIJS Resource Sharing Addendum will execute this Agreement and the Prior ILA approved by the Board of Directors on July 9, 2004 will no longer be in effect.

27.3. As each Project Addendum and Resource Sharing Addendum executed pursuant to the Prior ILA expires, is terminated, or is amended, then the Prior ILA ceases to be in effect for that Project or Resource and this Agreement shall succeed and replace the Prior ILA in the event the Project or Resource is continued through a new or amended Project Addendum or Resource Sharing Addendum.

28. Multiple Counterparts

28.1. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be and shall be construed as an original, and all of which shall constitute and be construed as a single agreement.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

GALVESTON COUNTY

By: _____

Title: _____

Date: _____

ATTEST:

By: _____

Title: _____

Name and Address for Purposes of Notice:

_____

_____

_____

_____

Acknowledgement of Galveston County's Participation in TechShare:

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: _____

Title: Executive Director

Date: 11/15/13

Name and Address for Purposes of Notice:

Donald Lee
Executive Director
500 W. 13th Street
Austin, Texas 78701

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: _____

Title: Executive Director

Date: 11/15/13

Name and Address for Purposes of Notice:

Donald Lee
Executive Director
500 W. 13th Street
Austin, Texas 78701

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 12/10/2013	2. Contract Type: Expense Revenue Other	3. Renewal Contract: Yes / No
4. Department Name: Information Technology	5. Department Contact: Matt Votaw	
6. Description: No cost Interlocal Agreement for participation in the Urban Counties Techshare Program.		
7. IFAS PEID No: 703954	8. IFAS Req No:	9. Orgkey:	10. Object Code:
11. Vendor: Texas Conference of Urban Counties	12. Vendor Contract No:	
13. Requested Legal Review: Yes / No (Explain if No) No cost Interlocal Agreement.		

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: 01/07/14	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: 01/06/2099	Contract # Issued By Purchasing: CM14108	

Start Date is executed contract Date, no specific end

Approved By:	Signature	Date
Department Head:	Matt Votaw	12/11/13
Purchasing Agent:	[signature]	12-16-13
County Legal:	[signature]	12/16/2013

Contract listed in Budget Documentation: YES NO

County Budget Office:	[signature]	1/1/2014

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

County County Auditor:	[signature]	1/2/2014

Signed to approve interlocal only - no $ amounts shown

AGENDA ITEM #22.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 12/12/2013	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: (Yes) No
4. Department Name: Information Technology	5. Department Contact: Matt Votaw	
6. Description:	Annual software maintenance for Odyssey	
7. IFAS PEID No: 703954	8. IFAS Req No: CR403108	9. Orgkey: 1101159100 / 10. Object Code: 5481000
11. Vendor: Texas Conference of Urban Counties	12. Vendor Contract No:	
13. Requested Legal Review: (Yes) / No (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Contract Services	5481000	$275,000.00	$241,743.00				
22. Totals:		$275,000.00	$241,743.00	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 10/1/13	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: 9/30/14	Contract # Issued By Purchasing: CM14107	

Approved By:	Signature	Date
Department Head:	Matt Votaw	12-16-13
Purchasing Agent:		12-16-13
County Legal:		12/31/2013

Contract listed in Budget Documentation: YES NO

County Budget Office:

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

County County Auditor:

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 12-Dec-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 12-Dec-2013

Quantity	Unit	Description	Unit Price	Total	VENDOR #1	#2	#3
1	EA	SOFTWARE MAINTENANCE COURT SYSTEM	$ 183,751.00	$ 183,751.00			
		ANNUAL MAINTENANCE COURT ADMINISTRATION					
1	EA	SOFTWARE MAINTENANCE COURT SYSTEM	$ 2,730.00	$ 2,730.00			
		ANNUAL MAINTENANCE APPEALS					
1	EA	SOFTWARE MAINTENANCE COURT SYSTEM	$ 5,460.00	$ 5,460.00			
		ANNUAL MAINTENANCE AUTO ATTACH					
1	EA	SOFTWARE MAINTENANCE COURT SYSTEM	$ 15,750.00	$ 15,750.00			
		ANNUAL MAINTENANCE HOT CHECKS					
1	EA	SOFTWARE MAINTENANCE COURT SYSTEM	$ 2,520.00	$ 2,520.00			
		ANNUAL MAINTENANCE PUBLIC ACCESS SECURE					
		ATTORNEY					
1	EA	SOFTWARE MAINTENANCE CPC OVERSIGHT	$ 31,532.00	$ 31,532.00			
		CONTRACT ADMINISTRATION					
		TOTAL		***$ 241,743.00***			
		FOR: ANNUAL SOFTWARE MAINTENANCE FOR					
		ODYSSEY					
		TERM DATES: 10/01/2013 THROUGH 09/30/2014					

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

MMIT

DHIT

ITSO _____ Init/Date

Charge to a/c : 11011591005481000

CR#CR403108

Suggested Vendor : TEXAS CONFERENCE OF URBAN COUNTIES

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from Vendor Number : 703954

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered _____ 20 _____

PURCHASING AGENT

Texas Conference of Urban Counties
TechShare Program
TechShare.Common Integrated Justice System
FY2014 Resource Sharing Addendum

1. Purpose

1.1. This Resource Sharing Addendum for the TechShare.Common Integrated Justice System (hereinafter "this Addendum") is an addendum to the Master Interlocal Agreement For Participation In The Texas Conference of Urban Counties TechShare Program.

1.2. This Addendum is entered into by and among the Texas Conference of Urban Counties ("Urban Counties") and the Participants.

1.3. Each of the undersigned Participants is a signatory to the Master ILA.

1.4. To the extent that any provision of this Addendum conflicts with the terms and conditions of any provision of the Master ILA, then this Addendum governs.

2. Definitions

Capitalized terms used in this Addendum have the meanings as set forth in the Master ILA. The following capitalized terms, not otherwise fully defined within this Addendum, have the following meanings:

2.1. CIJS Court Administration System: The software modules offered by Tyler to Participants under the Master Agreement.

2.2. Go Live: Go Live is defined as the event whereby a Participant makes a module of the CIJC Court Administration System fully active so that users can access it for its intended purposes.

2.3. Master ILA: The Master Interlocal Agreement for Participation in the Urban Counties TechShare Program, Version 2.1 20130128.

2.4. Master Agreement: The Master Agreement is the CUC Master Agreement between Tyler Technologies, Inc., and Urban Counties entered into on September 8, 2009, including any amendments thereto, which sets forth the terms and conditions whereby Urban Counties offers licensing and support services for the CIJS Court Administration System.

2.5. Oversight Board: Oversight Board means the TechShare Justice Oversight Board.

2.6. Participants: Participants is defined as all local governments executing this Addendum.

2.7. Parties: Parties is defined as the Participants and Urban Counties.

2.8. Stakeholder Committee: Stakeholder Committee means the CIJS Stakeholder Committee as provided for in the Master ILA.

2.9. Tyler: Tyler means Tyler Technologies, Inc.

3. Term of Addendum

3.1. This 2014 Resource Sharing Addendum shall be effective for the period specified in Attachment A – Financial Plan.

4. 2014 Financial Plan

4.1. The 2014 Financial Plan for each Participant is attached as Attachment A.

4.2. As additional Participants execute this Addendum, Participants may be eligible for reimbursement of portions of their Enterprise Modification Fees. Enterprise Modification Fees collected by additional Participants that exceed the Enterprise Modification Fees to be paid to Tyler shall be remitted to Participants as reimbursement. Reimbursement amounts shall be in proportion to each Participant's share of the total Enterprise Modification fees paid by all Participants by module.

4.3. In accordance with the Master ILA, a Participant will not be responsible for any costs in excess of those reflected in the 2014 Financial Plan unless those excess costs are approved by the Participant's governing body.

4.4. Costs as set forth in the 2014 Financial Plan are due from each Participant as specified therein. Urban Counties will send invoices to the Participant in accordance with the payment schedule set forth in the Financial Plan. The Participant shall pay no later than forty five (45) days after receipt of each invoice.

4.5. In accordance with section 4.2. of the Master ILA, a Participant eligible for membership in Urban Counties but not a member in good standing shall pay annually, as additional support costs, an amount that in total for all Resources equals the amount the Participant would pay in dues if it were a member of Urban Counties. Such additional amount, if applicable to any Participant, will be included in Attachment A.

5. Participant Access to Information

5.1. Urban Counties shall make available to Participants the following information, which shall be posted in its then-current form to the TechShare website or other electronically accessible location:

5.1.1. the Master ILA and this Addendum, including Attachments B, C, and D;

5.1.2. list of Participants;

5.1.3. contracts with vendors providing goods or services directly for a Participant;

5.1.4. records of expenditures; and

5.1.5. documents presented at Stakeholder Committee meetings and Oversight Committee meetings which pertain to CIJS, and meeting minutes.

5.2. As information is replaced with more current versions, old information will be compiled in archive folders and will remain available to Participants.

6. Miscellaneous

6.1. This Addendum may not be amended except in a written instrument specifically referring to this Addendum and signed by the Parties hereto.

6.2. Each Party represents that it has, as of the date of the execution of this Addendum, obtained all requisite approvals and authority to enter into and perform its obligations under this Addendum, including the funds necessary to satisfy its obligations herein.

6.3. In the event any term or provision of this Implementation Agreement conflicts with any provision of law, or is declared to be invalid or illegal for any reason, this Implementation Agreement will remain in full force and effect and will be interpreted as though such invalid or illegal provision were not a part of this Implementation Agreement. The remaining provisions will be construed to preserve the intent and purpose of this Implementation Agreement and the parties will negotiate in good faith to modify any invalidated provisions to preserve each party's anticipated benefits.

7. Termination

7.1. A Participant may terminate its participation in this Addendum by providing written notice of termination to Urban Counties at least ninety (90) days prior to termination.

7.2. A Participant is not entitled to reimbursement of any license fees or enterprise modification fees previously paid by the Participant.

7.3. A Participant immediately loses the right to representation on the Stakeholder Committee upon notice of termination to Urban Counties.

7.4. A Participant loses the right to reimbursement of shared costs upon termination.

7.5. A Participant shall have the right to continue to use those modules for which the Participant has paid the applicable license fees in full prior to termination, but the Participant will not receive maintenance and support.

8. Attachments Incorporated

8.1. The following attachments are incorporated in this Addendum as if fully set forth herein:

8.1.1. Attachment A: 2014 Financial Plan

8.1.2. Attachment B: End User License and Professional Services Agreement;

8.1.3. Attachment C: Software as a Service and Professional Services Agreement; and

8.1.4. Attachment D: Master Agreement.

This Addendum may be executed in multiple counterparts each of which will be deemed an original, but all multiple counterparts together will constitute one and the same instrument.

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COUNTY OF ____GALVESTON_____ **ATTEST:**

By: _____ By: _____

Title: _____ Title:_____

Date: _____

Name and Address for Purposes of Notice:

_____

_____

_____

_____

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

BY: _____

Title: Executive Director

Date: 11/15/13

Name and Address for Purposes of Notice:

_____

_____

_____

_____

Attachment A: Financial Plan

The following schedule shows the estimated dates for payments to the Texas Conference of Urban Counties for CIJS Software License and Maintenance, Enterprise Modifications and Contract Administration for Fiscal Year 2014. The schedules are updated at the beginning of each Fiscal Year and presented to the Commissioners Court for approval.

Payments to Tyler Technologies for Implementation Services will continue to be made directly to Tyler Technologies in accordance with the License Participation Agreement, the Implementation Budget (included with the License Participation Agreement), and the Implementation Plan.

The term of this agreement is from October 1, 2013 through September 30, 2014.

Fiscal Year 2014	Amount	Est Payment Date
Court Sytem Software		
Annual Maintenance		
Court Administration	$ 183,751	Dec-13
Appeals	$ 2,730	Dec-13
Auto Attach	$ 5,460	Dec-13
Hot Checks	$ 15,750	Dec-13
Public Access- Secure Attorney	$ 2,520	Dec-13
CUC Oversight		
Contract Administration	$ 31,532	Dec-13
Totals Fiscal Year 2014	**$ 241,743**	

Attachment B: End User License and Professional Services Agreement

End User License Agreement and Professional Services Agreement

This End User License Agreement and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Galveston County, Texas (the "End User").

Background

WHEREAS, the Texas Conference of Urban Counties (the "CUC") has previously published a Request for Proposal that defines the CUC's requirements for certain judicial administration software and Tyler responded with a Proposal that met the CUC's requirements; and thereafter the CUC and Tyler entered into a contract (the "CUC Master Agreement") which defines the terms and conditions whereby Tyler will provide to End Users certain licenses, professional services, and maintenance and support services; and

WHEREAS, End User is authorized to procure the Licensed Property and services under the CUC Master Agreement; and

WHEREAS, End User desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and End User agree as follows:

A. Tyler shall furnish the products and services described in this Agreement, and End User shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary
- Exhibit A. – Software License and Professional Services Agreement
- Exhibit B. – Software Maintenance Agreement

C. Section 2.2 of Exhibit A shall not apply to this Agreement. The Implementation Plan for the Licensed Software indicated on Schedule 1 shall result in the activation or delivery of such Licensed Software within ninety (90) days of the Effective Date.

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date"):

TYLER TECHNOLOGIES, INC.	**END USER**
Signature: _____	Signature: _____
Date: _____	Date: _____
Name: _____	Name: _____
Title: _____	Title: _____
Address: _____	Address: _____
_____	_____

(Schedule 1)
Investment Summary

Software & Services

Software Licenses	License Fees
Licensed Software	
Odyssey Justice Suite	
Enterprise Custom Reporting	$30,000

Professional Services

T&M Services	Rate	Hours	Cost
Deployment	149.00	8	$1,192
Consulting	149.00	40	$5,960

Embedded Third Party Software

None

Maintenance & Support

Support Type	Annual M&S Fees
Standard	$6,300

Total License Fees	$	30,000
T&M Services	$	7,152
Subtotal	$	37,152
Estimated Travel Expenses	$	1,945
Total Contract Price	$	39,097

Maintenance & Support Fees:
$6,300

Maintenance Effective Date:
10/1/2011

(Exhibit A)

Software License and Professional Services Agreement

This Software License and Professional Services Agreement is made and entered into as of the Effective Date by and between Tyler and End User.

WHEREAS, End User desires to engage Tyler to license certain software and to provide certain professional services related thereto, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and End User agree as follows:

1. CERTAIN DEFINITIONS

1.1. Agreement means this Software License and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

1.2. Business Day means any day, Monday through Friday, excepting any federal holiday.

1.3. Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.4. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.

1.5. Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.

1.7. Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".

1.8. Escrow Agent means Iron Mountain Intellectual Property Management, Inc.

1.9. Escrow Agreement means the Master Escrow Service Agreement between Tyler and Escrow Agent.

1.10. Indemnified Parties mean End User and each of its personnel, agents, successors, and permitted assigns.

1.11. Investment Summary means the summary of fees and services set forth on Schedule 1.

1.12. License Fee means the "Total License Fees" as set forth on the Investment Summary, which is due and payable as set forth in Section 4.1.

1.13. Licensed Property means the Licensed Software and the Documentation.

1.14. Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

1.15. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.

1.16. Maintenance and Support Fees has the meaning set forth in Exhibit B - Software Maintenance Agreement.

1.17. Party means, individually, Tyler and End User.

1.18. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

1.19. Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.20. Software Maintenance Agreement means the maintenance and support services agreement attached hereto as Exhibit B.

1.21. T&M means time and materials.

1.22. Third Person Hardware means the CPUs, servers, and other hardware to be leased, purchased, or otherwise acquired by End User from a third party that is minimally required to operate the Licensed Software and such other CPUs, servers, and other hardware that End User has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.23. Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by End User from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that End User has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.24. Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of a Party's operations and held by, owned, licensed, or otherwise possessed by such Party (the "Owner") (whether held by, owned, licensed, possessed, or otherwise existing in, on or about the Owner's premises or the other Party's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the Owner's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by the other Party in breach hereof; (b) becomes available to the other Party on a non-confidential basis from a source other than teh Owner, which is not prohibited from disclosing such information by obligation to the Owner; (c) is known by the other Party prior to its receipt from the Owner without any obligation of confidentiality with respect thereto; or (d) is developed by the other Party independently of any disclosures made by the Owner.

2. IMPLEMENTATION PLAN; NOTICE TO PROCEED

2.1. Project Framework. This Agreement sets forth the terms whereby Tyler shall provide to the End User, and the End User shall acquire from the Tyler, the following (and each on the terms and subject to the conditions of this Agreement): (a) a license for the Licensed Property for the License Fee; (b) certain implementation, installation, testing, and training services related to the Licensed Software for the T&M fees set forth in the Investment Summary; and (c) certain maintenance and support services.

2.2. Implementation Plan.

(a) Within ninety (90) days of the Effective Date (or upon such other schedule as the Parties may mutually agree), Tyler shall devote sufficient resources to develop an Implementation Plan. The Implementation Plan shall provide for timetables, fees and expenses for, among other things, (i) the development of Local Enhancements for the End User, (ii) the delivery and installation of the applicable Licensed

Software for the End User, (iii) the training of End User personnel, (iv) the staffing plan for the implementation of the Project, and (v) a scheduled timetable for periodic update reporting on the status of the project by parties to the respective End User's Commissioners Court. Tyler shall provide End User with a revised Investment Summary which shall, upon issuance of a Notice to Proceed by the End User, be incorporated into this End User License Agreement.

(b) Tyler is authorized to invoice the End User for the Implementation Plan, on a T&M basis as set forth in the Investment Summary, which shall be invoiced and paid in accordance with Section 4.4.

(c) Within ninety (90) days of the completion of the Implementation Plan (or upon such other schedule as the Parties may mutually agree in writing), End User shall, in End User's sole discretion, either (i) issue a Notice to Proceed with the Project, subject to the terms and conditions of this Agreement or (ii) issue a Termination Notice.

(d) If End User issues a Notice to Proceed, the license fee shall be due and payable as set forth in Section 4.1.

(e) If End User issues a Termination Notice, then: (i) this Agreement shall terminate as of the date of such termination notice, (ii) End User shall have no further obligation to participate in the Project, except for paying Tyler for all costs and expenses incurred by Tyler in performing the Implementation Plan, which shall be paid within thirty (30) business days of the Termination Notice, and (iii) within thirty (30) Business Days of any such termination, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination.

3. TITLE AND LICENSE

3.1. License Grant. In consideration for the License Fee, which shall be due and payable as set forth in Section 4, Tyler hereby grants to End User a non-exclusive, royalty-free, revocable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for End User's internal administration, operation, and/or conduct of End User's business operations by an unlimited number of users employed by End User on an unlimited number of computers and/or computer stations utilized by End User. Upon End User's payment of the License Fee in full, the foregoing licenses shall become irrevocable, subject to the restrictions on use set forth herein.

3.2. Restrictions. Unless otherwise expressly set forth in this Agreement, End User shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent End User employs contractors, subcontractors, or other third parties to assist in the Project, End User shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

3.3. Copies. End User may make and maintain such copies of the Licensed Property as are reasonably appropriate for its use and for archival and backup purposes; provided, however, that End User shall retain all proprietary notices, logos, copyright notices, and similar markings on such copies.

3.4. Embedded Third Party Software. The license grant set forth in Section 3.1 includes the right to use any Embedded Third Party Software, provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the License Fee. Tyler shall pass through to End User any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software. End User shall be responsible for procuring and paying for all Third Person Software.

3.5. Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in End User any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials developed solely by either Party shall be the sole property of such Party. Any training materials developed jointly by the Parties shall be owned jointly by the Parties, and each Party shall be entitled to exercise all rights of ownership of such materials without any duty to account to the other, subject to Section **Error! Reference source not found.**

(c) All End User data shall remain the property of End User. Tyler shall not use End User data other than in connection with providing the services pursuant to this Agreement.

3.6. End User Modifications. Tyler shall have no liability pursuant to this Agreement or the Software Maintenance Agreement for any damages or defects to the Licensed Software caused, directly or indirectly, by End User Modifications or other changes to the Licensed Software that are implemented without the prior written consent of Tyler.

4. FEES AND INVOICING

4.1. License Fee. End User shall pay the License Fee in accordance with the following payment plan:

Payment Event	% of License Fee Payable
Contract Execution	100%

Invoices shall be sent to End User upon each Payment Event, which shall be paid in accordance with Section 4.4 and Section 4.5.

4.2. Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by End User in accordance with Section 4.4.

4.3. Expenses. End User shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 4.4.

4.4. Invoice and Payment for Implementation Services. Tyler shall invoice End User for implementation services and associated expenses billed on a T&M basis herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, End User shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus one percent (1%) per annum or the highest rate allowed by governing law, whichever is less.

4.5. Invoice and Payment of License Fees and Maintenance and Support Fees. License Fees and Maintenance and Support Fees, as set forth on the Investment Summary, shall be invoiced and paid as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for License Fees and Maintenance and Support Fees incurred by the End User in accordance with the terms of the CUC Master Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial License Fee and/or Maintenance and Support Fee due date or the anniversary thereof, as applicable.

(b) The CUC shall be responsible for invoicing End User and collecting payments from End User with respect to the License Fees and Maintenance and Support Fees. The CUC shall promptly, but in any event within thirty (30) days of receipt of License Fees and Maintenance and Support Fees

from End User, remit to Tyler all License Fees and Maintenance and Support Fees collected on behalf of an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and End User, to invoice End User directly for all future License Fees and Maintenance and Support Fees.

5. PROJECT IMPLEMENTATION

5.1. Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for End User, including travel time by Tyler's personnel from Tyler's place of business to and from End User's place of business, and for which End User shall pay on a T&M basis. Additional services requested by End User which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates.

5.2 Office Space. End User shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement while such personnel are working on-site and engaged in Project-related services.

5.3. Third Person Hardware and Third Person Software. End User shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

5.4. Cooperation. End User acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of End User personnel. End User shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section19.15) or to the failure by End User personnel to provide such cooperation and assistance (either through action or omission).

6. DELIVERY AND INSTALLATION OF THE LICENSED SOFTWARE

6.1. Delivery; Risk of Loss. Tyler shall deliver the Licensed Software to End User's place of business. Risk of loss of the Licensed Software, and media on which such may be delivered, shall remain with Tyler at all times until completed delivery.

6.2. Installation, Diagnostic Testing. Tyler shall install the Licensed Software at End User's place of business. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed and shall notify the End User's Project Manager in writing after successful completion thereof.

7. VERIFICATION OF THE LICENSED SOFTWARE; FINAL ACCEPTANCE

7.1 Verification Procedure. Upon installation of the Licensed Software in accordance with the timetables set forth in the Implementation Plan, Tyler shall perform its standard test procedures and shall certify to End User that the Licensed Software is in substantial conformance with Tyler's then current published specifications (the "Verification Procedure") and is ready to commence Operational Use.

7.2. Optional End User Validation. End User may, in its sole and absolute discretion, monitor the Verification Procedure by performing its own defined internal validation process to test the software to determine if it substantially complies with Tyler's then current published specifications. Such validation test shall constitute End User's validation.

7.3. Results Final; Correction. Tyler's verification or End User's validation that the Licensed Software substantially complies with the then current published specifications shall be final and conclusive except for latent defect, fraud, and such gross mistakes that amount to fraud. In the event said verification / validation becomes other than final, End User's right and remedy against Tyler shall be to require Tyler to correct the cause thereof or exercise its rights under Section 17.2. If End User has made modifications to the software programs, Tyler will not make such corrections, unless such modifications were specifically authorized in writing by Tyler.

7.4. Operational Use. Notwithstanding anything to the contrary herein, End User's use of the Licensed Software for its intended purpose ("Operational Use") shall constitute Tyler's verification or End User's validation of the software products, without exception and for all purposes.

7.5. Final Acceptance. When the Licensed Software is ready to commence Operational Use, End User shall be deemed to have "Final Acceptance" of the Licensed Software, this Agreement shall terminate (subject to Section 17.3 (Survival)), and the Licensed Software shall then become subject to the terms and conditions of the Software Maintenance Agreement.

8. TRAINING

To the extent that training services are included in Schedule 1, Tyler shall train End User in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide End User personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in the Schedule 1. Training shall be provided at End User's principal place of business or other site selected by End User. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train End User's employees or agents in a manner to provide basic end user training. End User shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

9. MAINTENANCE SERVICES

9.1. Maintenance and Support Agreement. Upon the commencement of Operational Use, Tyler shall provide End User with maintenance and support services for the Licensed Software, and End User shall pay the Maintenance and Support Fees.

9.2. Responsibilities of End User. In addition to the other responsibilities set forth herein, End User shall: (a) provide all training of its personnel; (b) collect, prepare, and enter all data necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide the computer system on which the Licensed Software will be loaded and operated; (e) provide the requisite networks; (f) maintain an internal help desk function; (g) prior to Project completion, install all changes or updates into the Licensed Software and Third Person Software products that are furnished by Tyler for the purpose of correcting failures of the Licensed Software to conform to, and perform in accordance with, the requirements of this Agreement; and (h) maintain, as part of End User's computer system, a secure Microsoft VPN connection for use by Tyler.

10. CONFIDENTIAL AND PROPRIETARY INFORMATION

10.1. Protection of Confidential and Proprietary Information. Each Party shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey the other Party's Confidential and Proprietary Information, and each Party shall not use, make, sell, or otherwise exploit any such other Party's Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without the other Party's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that teh other Party is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. The Parties shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 10.1 and a Party shall be responsible for breaches by such persons acting by or for such Party.

10.2. Judicial and Administrative Proceedings. If a Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, requirements of the Texas Public Information Act, or other similar process) to disclose any Confidential and Proprietary Information of the other Party (the "Owner"), such Party shall provide the Owner with prompt written notice of such request or requirement so that the Owner may seek

protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Owner, the Party nonetheless is legally compelled to disclose the Owner's Confidential and Proprietary Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, the Party may, without liability herein, disclose only that portion of the Owner's Confidential and Proprietary Information required to be disclosed, provided that the Party uses reasonable efforts to preserve the confidentiality of the Owner's Confidential and Proprietary Information, including, without limitation, by cooperating with the Owner to obtain an appropriate protective order or other administrative relief.

11. ESCROW

Tyler maintains an Escrow Agreement with an Escrow Agent under which Tyler places the source code of each major release. At End User's request, Tyler will add End User as a beneficiary on its Escrow Agreement upon payment in full of the License Fee. End User will be invoiced the annual beneficiary fee by Tyler and is solely responsible for maintaining its status as a beneficiary. Release of the escrowed material shall be governed by the terms of the Escrow Agreement and the use thereof shall be restricted by Sections 2.2 and 10 of this Agreement.

12. REPRESENTATIONS AND WARRANTIES

12.1. Project Personnel. All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

12.2. Media Defects. The media on which the Licensed Software is provided shall, at the time of delivery and installation, be free of Defects in material and workmanship.

12.3. Pass-Through of Warranties. Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to End User.

12.4. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings, pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

12.5. Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

12.6. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.

12.7. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, End User, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

12.8. Illicit Code. The Licensed Software, when delivered and installed by Tyler, does not contain, and Tyler has not knowingly introduced through any media, any virus, worm, trap door, back door, bomb, bug, or other contaminant or disabling device, including, without limitation, any timer, clock, counter or other limiting routines, codes, commands, or instructions that may have the effect or be used to access, alter, delete, limit, control, damage, or disable any End User property.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 12 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO OPERATIONAL USE, THE LICENSE FEES PAID BY END USER; AND (B) AFTER OPERATIONAL USE, TYLER'S OBLIGATIONS AS SET FORTH IN THE TERMS AND CONDITIONS OF THE SOFTWARE MAINTENANCE AGREEMENT. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) BREACH OF SECTION 14.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 14.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

14. INDEMNIFICATION

14.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against End User arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, representatives, and agents, provided, however, that Tyler shall not be liable herein to indemnify End User against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of End User, its agents, contractors, subcontractors, or employees.

14.2. Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against Indemnified Parties that alleges that all or any part of the Licensed Property, in the form supplied, or modified by Tyler, or Indemnified Party's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Indemnified Party, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold the Indemnified Party harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify the Indemnified Party against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, the Indemnified Party shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Software made by the Indemnified Party, or any third party pursuant to the Indemnified Party's directions, or upon the unauthorized use of the Licensed Property by the Indemnified Party.

(b) If the Licensed Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (i) promptly replace the Licensed Property with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Property to make it non-infringing, or (iii) promptly procure the right of End User to use the Licensed Property as intended.

15. TAXES

15.1 Tax Exempt Status. End User is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

15.2 Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by such Party for work performed under this Agreement.

16. INSURANCE

Tyler shall provide, upon the written request of End User (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial/Workers' Compensation Insurance protecting Tyler and End User from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate. End User shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

17. TERM, SUSPENSION, AND TERMINATION

17.1 Term. The term of this Agreement (the "Term") shall commence on the Effective Date and shall continue until the sooner of: (a) Final Acceptance; or (b) the Agreement is terminated for Cause pursuant to Section 17.2.

17.2 Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 17.2.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by End User to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section **Error! Reference source not found.**; or

(iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 17.2(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 18 following such period.

(c) In the event either Party terminates this Agreement pursuant to this Section 17.2, each Party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other Party prior to such termination and all revocable licenses granted herein shall terminate.

17.3 Survival. The following provisions shall survive after the Term of this Agreement: 1.3, **Error! Reference source not found.**, 11, 13, 14, 15, 17, 18, and 19.

18. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by End User and Tyler's Vice President of Courts and Justice Systems Division assigned to End User's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to End User's chief executive officer or other individual reasonably designated by End User and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 18 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall submit the matter to binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to claims for equitable relief under Section **Error! Reference source not found.**

19. MISCELLANEOUS

19.1 Assignment. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

19.2 Subcontractors. Tyler shall not utilize any subcontractor(s) without the prior written consent of End User's Project Manager, which consent shall not be unreasonably withheld. The approval by End User of Tyler's right to use subcontractor(s) shall not waive or relieve Tyler from Tyler's obligations pursuant to this Agreement.

19.3 Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

19.4 Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

19.5 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

19.6 Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

19.7 Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

19.8 Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.

19 9. Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

19.10. Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

19.11. Governing Law Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the state of the domicile of End User, without regard to or application of choice of law rules or principles.

19.12. Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. End User may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. End User shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to End User as a part of this Agreement. Tyler shall make such books and records available to End User during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at End User's sole expense.

19 13. No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

19 14. Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

19.15 Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

19 16 Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 3 2 and **Error! Reference source not found.** shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

19 17 Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

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(Exhibit B)

Maintenance and Support Services Agreement

This Maintenance and Support Services Agreement (this "M&S Agreement") is made and entered into as of the Effective Date by and between Tyler and End User.

WHEREAS, Tyler and End User have entered into that certain Software License and Professional Services Agreement (the "License Agreement") pursuant to which, among other things, End User has acquired a license to Tyler's Licensed Software.

WHEREAS, End User desires Tyler to perform, and Tyler desires to perform, certain maintenance and support services related to the Licensed Software.

NOW, THEREFORE, in consideration of the promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties acknowledge, the parties agree as follows:

1. CERTAIN DEFINITIONS

1.1. Terms Not Defined. Terms not otherwise defined herein shall have the meanings assigned to such terms in the License Agreement.

1.2. Business Day means Monday through Friday, excluding Tyler Holidays.

1.3. Business Hour means 7:00 a.m. to 7:00 p.m., Central Time during Business Days.

1.4. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby End User can reasonably avoid any deleterious effects of such Documented Defect. If a Circumvention Procedure is not acceptable to End User, End User may escalate this Defect as set forth in Section 3.11.

1.5. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.6. Documented Defect means a Defect that End User documents for Tyler pursuant to Section 2.1.

1.7. Essential Functionality means any operational aspect of the Licensed Software that is required for immediate and ongoing business continuity by one or more users and which adversely impacts business in a crucial or critical manner.

1.8. Non-Essential Functionality means any operational aspect of the Licensed Software that will not interrupt business continuity or which will not adversely impact business in a crucial or critical manner.

1.9. Legislative Change means a refinement, enhancement, or other modification to the Licensed Software necessary to comply with final, statewide legislation or administrative regulation affecting in the same manner all clients in End User's state that are similarly situated with respect to the legislation and pertaining to: (a) existing reports, exports, or data exchanges, (b) new reports, (c) new data entry fields for state reporting; (d) new fee calculations, (e) new disposition templates, (f) new sentence templates; or (g) new citation templates. Legislative Changes do not include the expansion of End User's constitutional or operational responsibilities beyond those that exist as of the Effective Date.

1.10. Effective Date has the meaning set forth in Section 8.1.

1.11. Service Level 1 Defect means a Documented Defect that causes (a) complete application failure or application unavailability, (b) application failure or unavailability in one or more of End User's remote locations, or (c) systemic loss of multiple essential system functions.

1.12. Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of Essential Functionality affecting more than one user or (b) loss or corruption of data.

1.13. Service Level 3 Defect means a Service Level 1 Defect with an existing Circumvention Procedure, or a Service Level 2 Defect that affects only one user or for which there is an existing Circumvention Procedure.

1.14. Service Level 4 Defect means a Documented Defect that causes failure of Non-Essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.15. Third Person Software means all third party software required for the operation and use by End User of the Licensed Software consistent with the license granted to End User.

1.16. Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.17. Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

2. END USER RESPONSIBILITIES

2.1. Documenting Defects. End User must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. End User shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. End User shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, user training, End User-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which End User requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 4.

2.2. Other End User Responsibilities. End User shall:

(a) maintain all required Third Person Software to the release level compatible with the installed version(s) of the Licensed Software,

(b) establish and maintain an internal help desk to be the central point of contact and communication between the end users and Tyler's support staff. In the event that the End User is unable to establish and maintain an internal help desk, End User may select up to twenty (20) "super users" who may contact Tyler's help desk,

(c) provide training on the Licensed Software to its employees;

(d) allow Tyler to install patches and other maintenance releases provided by Tyler;

(e) allow remote access by Tyler to End User's servers and data via a Microsoft VPN connection or CISCO VPN client or other mutually agreeable protocol, provided, however, that End User acknowledges that failure to provide a timely and practical remote access method may negatively impact Tyler's ability to perform its responsibilities under this M&S Agreement,

(f) implement and perform appropriate data backup and data recovery procedures related to the Licensed Software. In no event shall Tyler be held liable for any loss or other damage associated with the loss or destruction of any data related to the Licensed Software that is attributable to End User's failure to implement and perform such procedures on a timely and regular basis; and

(g) provide onsite installation, new integration, training, and other responsibilities with respect to Version Releases as set forth in Section 5.

3. TYLER RESPONSIBILITIES – SUPPORT SERVICES

3.1 General Services for Reporting Production Documented Defects.

(a) Tyler shall provide End User with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time, Monday through Friday, excluding Tyler Holidays) for reporting Documented Defects. Tyler shall assist End User in the diagnosis of any Documented Defect, including the assigned Service Level and Tyler's tracking number.

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler's initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

3.2. Service Level 1 Defects. Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day. Tyler's responsibility for loss or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.3. Service Level 2 Defects. Tyler shall provide an initial response to Service Level 2 Defects within four (4) Business Hours of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedures within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.4 Service Level 3 Defects. Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly. Tyler's responsibility for lost or corrupted data is limited to assisting End User in restoring its database to a known, accurate state.

3.5. Service Level 4 Defects. Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days. Tyler shall use commercially reasonable efforts to resolve such Non-Essential Documented Defect within two version release cycles and a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect with a future Version Release.

3.6. Technical Server & Systems Support. Tyler shall use commercially reasonable efforts to provide End User with technical support to assist End User with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect. Tyler technical support shall be limited to:

(a) assisting the End User with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals,

(b) providing recommendations to End User regarding resolution of said non-defect failure(s); and

(c) providing End User with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software.

3.7. 24 X 7 Emergency Support. Tyler shall provide the End User with procedures for contacting support staff after normal business hours for the limited purpose of reporting emergency application unavailability issues (such as a Level 1 Defect) within the Licensed Software. Tyler shall use commercially reasonable efforts to provide the response set forth in Section 3.2.

3.8. Saturday Technical Support. Tyler shall use commercially reasonable efforts to be available for one pre-scheduled Saturday of each month to allow assistance to End User IT staff. This option is available for the application of patches and full release upgrades as well as consulting with the End User IT staff for server maintenance and configuration for the licensed software environment.

3.9. Base Version Level for Correction. Tyler shall correct or otherwise cure Documented Defects to the current Version Release of Licensed Software made available to End User and either the immediately preceding Version Release or all Version Releases released to End User within the prior one (1) year, whichever is greater.

3.10. Legislative Change Support. Tyler will use its commercially reasonable efforts to implement Legislative Changes within the time frames set forth in the applicable legislation, but in any event in the next Version Release. Tyler's sole liability for implementing Legislative Changes in any calendar year shall be limited to the number of hours of analysis, development, post release data migration, and testing services, at Tyler's then current hourly rates, equal to not more than 20% of the total Annual Maintenance Fees for the Licensed Software paid by all clients with Legislative Change Support in End User's state during such calendar year; to the extent additional programming services are required, such services shall be billed to End User at End User's contractual billing rates, or at Tyler's then current hourly rates if no contractual billing rates are in effect. Notwithstanding the foregoing, End User shall be responsible for the cost of any other services required to implement a Legislative Change, including, without limitation, training, configuration, project management, or data conversion from external sources. Upon the mutual determination of the need for a Legislative Change that exceeds the limitations set forth above, Tyler shall provide End User with a written statement identifying the total number of hours that Tyler is liable for Legislative Change Support as calculated above plus a good faith estimate of the additional cost to End User. Such additional costs, if any, shall be prorated as a percentage of Annual Maintenance and Support Fees among all clients in End User's state with Legislative Change Support.

3.11. Escalation Procedure. If Tyler is unable to resolve any Service Level 1 or Service Level 2 Defect as provided in this Section 3, End User may immediately escalate the issue to End User's Project Manager or Designee and Tyler's Director of Client Services. Tyler and End User will use good faith reasonable efforts to meet, discuss, and agree upon a resolution plan for the affected Defect. If End User's Project Manager or Designee and Tyler's Director of Client Services cannot agree upon an acceptable resolution plan within 24 hours of such initial escalation, or such other reasonable time as the parties may agree, End User may further escalate the issue to End User's next Administrative Level and Tyler's Division Chief Operating Officer or Division President who shall have final authority to negotiate an acceptable resolution plan.

4. ADDITIONAL SUPPORT SERVICES

End User may request support services in addition to the standard maintenance offering (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance; (c) programming services, (d) installation of add-on components, and/or (e) business analysis. Tyler shall provide to End User a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to End User and shall be invoiced monthly, which shall be due and payable in accordance with Section 7.2.

5. VERSION RELEASES

Tyler shall notify End User of the occurrence of a new Version Release and shall provide End User with such Version Releases for the Licensed Software. The delivery of each Version Release shall include a complete, installable copy of the Licensed Software, together with release notes and other appropriate documentation. Tyler will provide installation software and instruction for use by End User in installing new Version Releases provided, however, that if Tyler does not provide installation software and instructions, then Tyler shall provide installation assistance to End User at no additional cost. End User shall, at its own expense, be responsible for any configuration assistance, new integration, and training with respect to each Version Release.

6. THIRD PERSON SOFTWARE

6.1. Notice of New Third Person Software. Tyler shall provide End User with advanced notice of any mandated new Third Person Software

revision that shall be required to load a Version Release. Tyler shall use commercially reasonable efforts to minimize the need for End User to rely upon updates of Third Person Software.

6.2. Tyler Certification. At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe.

6.3. Costs. End User is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler's list of certified Third Person Software.

6.4. Maintenance. End User is responsible for maintaining software maintenance/update agreements with Third Person Software vendors at End User's expense. At the request of End User, Tyler shall participate with End User in discussions with Third Person Software providers on all software maintenance issues.

7. FEES

7.1. Annual Maintenance Fee. End User shall pay the annual maintenance and support fees as set forth on and in accordance with the timetables of Schedule 1 (the "Maintenance and Support Fees").

7.2. Invoice and Payment. Maintenance and Support Fees shall be invoiced annually in advance as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for maintenance and support fees incurred by an End User in accordance with the terms of the CUC Master Agreement and this M&S Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the M&S Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing the End User and collecting payments from the applicable End User with respect to the maintenance and support fees. The CUC shall promptly, but in any event within thirty (30) days of receipt of License Fees and Maintenance and Support Fees, remit to Tyler all maintenance and support fees collected on behalf of an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and the affected End User, to invoice such End User directly for all future maintenance and support services.

(b) Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. The interest rate shall be the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest begins to accrue on the thirty first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date the End User mails or electronically transmits the payment.

7.3. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this M&S Agreement. Following receipt of a properly submitted invoice, End User shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency. Any undisputed sum not paid when due shall bear interest at a rate of prime rate (as set forth in the Wall Street Journal) plus five percent (5%) per annum or the highest rate allowed by governing law, whichever is less.

7.4. Maintenance on End User-Specific Customer Enhancements. The annual Maintenance and Support Fee may be further increased by agreement of the Parties with respect to (a) maintenance and support of End User-Specific Customer Enhancements requested by End User and (b) material functional enhancements contained in new Version Releases that are not merely technical improvements, updates, extensions and/or maintenance changes to the Licensed Software. End User will have the option to accept or decline any such material functional enhancement that would result in an increase in the Maintenance and Support Fee without affecting End User's entitlement to receive the remainder of any Version Release in which such enhancement is offered.

7.5. Suspension of Services for Non-payment. Tyler may suspend its performance of services hereunder during any period for which End User does not pay any undisputed Maintenance and Support Fees for a period of time exceeding sixty (60) days. Tyler shall promptly reinstate maintenance and support services upon receipt of payment of all undisputed Maintenance and Support Fees, including all such fees for the period(s) during which services were suspended.

8. TERM AND TERMINATION

8.1. Term. This M&S Agreement shall commence in accordance with Schedule 1 of this M&S Agreement (the "Effective Date") and shall continue in effect for a period of one (1) year; provided, however, that at the end of such initial term, and on each subsequent anniversary of the Effective Date, the term shall automatically extend for an additional year unless a Party provides, at least ninety (90) days prior to the end of the then current term, written notice that it does not wish to extend the term or otherwise terminates the agreement as provided in this Section 8.

8.2. Termination by End User at the End of a Term. End User may terminate this M&S Agreement effective as of the end of the initial term or any subsequent term by giving not less than ninety (90) days' notice of its intent to terminate. End User may, at its option, reinstate maintenance by providing notice to Tyler and making payment of fifty percent (50%) of each year's Maintenance and Support Fees that would have been owed by End User during the lapsed period plus the Maintenance and Support Fees for the then upcoming maintenance year.

8.3. Termination by End User for Cause. End User may terminate this M&S Agreement for "cause" in accordance with this Section 8.3. For purposes of this Section, "cause" means a continuous or repeated failure to cure Documented Defects timely as provided in Section 3. In such event, End User shall deliver written notice of its intent to terminate along with a description in reasonable detail of the problems for which End User is invoking its right to terminate. Following such notice, Tyler shall have ninety (90) days to cure such problems. Following such ninety (90) day period, Tyler and End User shall meet to discuss any outstanding issues. In the event that "cause" still exists at the end of such period, then End User may terminate this Agreement. In the event of a termination under this subsection, Tyler shall return all monies paid to Tyler by End User under this M&S Agreement for the remainder of the then current maintenance period.

9. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO END USER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS M&S AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO FIXING DEFECTS IN ACCORDANCE WITH SECTION 3 OR AS OTHERWISE SET FORTH IN SECTION 8.3.

IN NO EVENT SHALL TYLER BE LIABLE TO END USER FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

10. DISPUTE RESOLUTION

The parties agree to use good faith, reasonable efforts to meet, discuss, and try to resolve any disputes arising out of, or relating to, this M&S Agreement for a period of sixty (60) days. The parties shall include in any such informal meetings persons with appropriate knowledge and authority, including, without limitation, End User's Information Technology Manager and Tyler's Support Manager. Any negotiations pursuant to this Section 10 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations, the Parties shall have the right to pursue any remedies at law.

11. MISCELLANEOUS

11.1. Assignment. Neither party may assign this M&S Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party.

11.2. Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth on the signature page, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

11.3. Counterparts. This M&S Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

11.4. Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other Parties, which waiver shall be effective only with respect to the specific obligation described therein.

11.5. Entire Agreement. This M&S Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

11.6. Amendment. This M&S Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this M&S Agreement shall be binding upon the parties despite any lack of consideration.

11.7. Governing Law. Any dispute arising out of or relating to this M&S Agreement or the breach thereof shall be governed by the laws of the state of the domicile of End User, without regard to or application of choice of law rules or principles.

11.8. No Third Party Beneficiaries. Nothing in this M&S Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

11.9. Contra Proferentem. The doctrine of contra proferentem shall not apply to this M&S Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the M&S Agreement or provision.

[Remainder of this page intentionally left blank]

Attachment C: Software as a Service and Professional Services Agreement

Software as a Service and Professional Services Agreement

This Software as a Service ("SaaS") and Professional Services Agreement (this "Agreement") is made and entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and Travis County, Texas (the "Client").

Background

Client desires to engage Tyler to provide certain products and professional services, all on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, Tyler and Client agree as follows:

A. Tyler shall furnish the products and services described in this Agreement, and Client shall pay the prices set forth in this Agreement.

B. This Agreement consists of this cover and signature page and the following attachments and exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein:

- Schedule 1. – Investment Summary
- Exhibit A. – General Terms & Conditions
- Exhibit B. – Service Level Terms and Conditions
- Schedule B-1. – Application Availability Period Service Level

IN WITNESS WHEREOF, this Agreement has been executed by a duly authorized officer of each Party hereto to be effective as of the date last set forth below (the "Effective Date").

TYLER TECHNOLOGIES, INC.		**CLIENT**
Signature:		Signature:
Date:		Date:
Name:		Name:
Title:		Title:
Address:	6500 International Parkway, Suite 2000	Address:
	Plano, Texas 75093	

(Schedule 1)
Investment Summary

Software Licenses and ASP Fee			
Term			
Start Date:			
SaaS Fee Payments			**SaaS Fee Annual Amount**
First payment due upon commencment of training and then annually in advance thereafter.			$0 per Year
Software Licenses			
Odyssey Online - Licensed Software	No. Users	Cost/User per Month	SaaS Fee (Annual)
Total Users			
		Total Annual SaaS Fee	$0
Embedded Third Party Software			
None			

Implementation Services	
Professional Services	
T&M Services	Cost
Subtotal T&M Services	$0
Estimated Travel Expenses	
Total Implementation Services	$0

(Exhibit A)

General Terms and Conditions

1. CERTAIN DEFINITIONS

1.1 Agreement means this Software as a Service and Professional Services Agreement, including all exhibits attached hereto and to be attached throughout the Term of this Agreement, all of which are incorporated by reference herein.

1.2 Business Day means any day, Monday through Friday, excluding any Tyler holiday.

1.3. Business Hour means 7:00 a.m. to 7:00 p.m. Central Time during Business Days.

1.4 Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.5. Current Production Software Version means the current production version of Tyler's software listed on the Investment Summary.

1.6 Defect means any bug, error, contaminate, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.7 Documentation means the user's operating manuals and any other materials in any form or media provided by Tyler to the users of the Licensed Software.

1.8 Embedded Third Party Software means licensed third party software (other than Third Person Software) that is required to provide the functionality of the Licensed Software, which as of the date of this Agreement, consists of the software set forth on Schedule 1 labeled as "Embedded Third Party Software".

1.9. Indemnified Parties mean Client and each of its personnel, agents, successors, and permitted assigns.

1.10 Investment Summary means the summary of fees and services set forth on Schedule 1.

1.11 Licensed Property means the Licensed Software and the Documentation.

1.12 Licensed Software means: (a) the Current Production Software Version; (b) Embedded Third Party Software; and (c) any Local Enhancements.

1.13. Local Enhancements means any refinement, enhancement, or other customization to the Current Production Software Version to be developed by Tyler per the Investment Summary.

1.14. Party means, individually, Tyler and Client.

1.15. Project means the delivery and license of the Licensed Property and the performance of all services to be provided by Tyler in accordance with the provisions of this Agreement.

1.16 Project Manager means the person designated by each Party who is responsible for the management of the Project.

1.17 SaaS Fee means the "Total Annual SaaS Fee" as set forth on the Investment Summary, which is due and payable as set forth in Section 3.1.

1.18 Service Level Terms and Conditions means the terms and conditions for Tyler's maintenance and support of the Licensed Software, which are set forth in Exhibit B.

1.19 T&M means time and materials.

1.20 Third Person Hardware means the workstations and other hardware to be leased, purchased, or otherwise acquired by Client from a third party that is minimally required to operate the Licensed Software and such other hardware that Client has actually leased, purchased or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.21 Third Person Software means the operating systems and other software to be licensed, purchased, or otherwise acquired by Client from a third party that is minimally required to operate the Licensed Software and such operating systems and other software that Client has actually licensed, purchased, or otherwise acquired and/or may be minimally required in the future to operate the Licensed Software.

1.22. Confidential and Proprietary Information means all information in any form relating to, used in, or arising out of a Party's operations and held by, owned, licensed, or otherwise possessed by such Party (the "Owner") (whether held by, owned, licensed, possessed, or otherwise existing in, on or about the Owner's premises or the other Party's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to the Owner's inventions, ideas, creations, works of authorship, business documents, licenses, correspondence, operations, manuals, performance manuals, operating data, projections, bulletins, customer lists and data, sales data, cost data, profit data, financial statements, strategic planning data, financial planning data, designs, logos, proposed trademarks or service marks, test results, product or service literature, product or service concepts, process data, specification data, know how, software, databases, database layouts, design documents, release notes, algorithms, source code, screen shots, and other research and development information and data. Notwithstanding the foregoing, Confidential and Proprietary Information does not include information that: (a) becomes public other than as a result of a disclosure by the other Party in breach hereof; (b) becomes available to the other Party on a non-confidential basis from a source other than the Owner, which is not prohibited from disclosing such information by obligation to the Owner; (c) is known by the other Party prior to its receipt from the Owner without any obligation of confidentiality with respect thereto; or (d) is developed by the other Party independently of any disclosures made by the Owner.

1.23 Users means individuals who are employed and authorized by Client to use the Licensed Property, and who have been supplied with user identifications and passwords by Client (or by Tyler at Client's request).

2. TITLE AND LICENSE

2.1 License Grant. In consideration for the SaaS Fee, which shall be due and payable as set forth in Section 3, Tyler hereby grants to Client a limited, non-exclusive, revocable and non-transferable license (and sublicense with respect to the Embedded Third Party Software) to use the Licensed Property for Client's internal administration, operation, and/or conduct of Client's business operations by the number of Users as set forth on the Investment Summary.

TYLER HAS THE RIGHT TO REVOKE THIS LICENSE IF CLIENT TERMINATES, CANCELS OR FAILS TO RENEW THIS AGREEMENT. TYLER HAS THE RIGHT TO UNILATERALLY REVOKE THIS LICENSE AND DENY CLIENT ACCESS TO THE LICENSED PROPERTY IF CLIENT FAILS TO REMIT ANY REQUIRED FEES WITHIN THIRTY DAYS OF THE DATE SUCH FEES BECOME DUE AS SET FORTH HEREIN AND SUCH AMOUNTS REMAIN OUTSTANDING FOR A PERIOD OF THIRTY DAYS FOLLOWING TYLER'S WRITTEN NOTICE OF ITS INTENT TO REVOKE THE LICENSE.

2.2 User Licenses. Unless otherwise specified on the Investment Summary: (a) the Licensed Property is purchased as User subscriptions and may be accessed by no more than the specified number of Users; (b) additional User subscriptions may be added during the Term at the same pricing as that for the pre-existing subscriptions, prorated for the remainder of the Term in effect at the time the additional User subscriptions are added; and (c) the added User subscriptions shall terminate on the same date as the pre-existing subscriptions. User subscriptions are for designated Users and cannot be shared or used by more than one User provided, however, that User subscriptions may be reassigned to new Users replacing former Users who no longer require ongoing use of the Licensed Property.

2.3 Restrictions. Unless otherwise expressly set forth in this Agreement, Client shall not (a) reverse engineer, de-compile, or disassemble any portion of the Licensed Software or (b) sublicense, transfer, rent, or lease the Licensed Software or its usage. To the extent Client employs contractors, subcontractors, or other third parties to assist in the Project, Client shall obtain from such third parties an executed Tyler confidentiality agreement prior to such parties being permitted access to Tyler Confidential and Proprietary Information.

2.4 Embedded Third Party Software. The license grant set forth in Section 2.1 includes the right to use any Embedded Third Party Software; provided, however, that such access to and use of such Embedded Third Party Software shall be according to such terms, conditions, and licenses as are imposed by the manufacturers and/or third party licensors of such Embedded Third Party Software. All such Embedded Third Party Software shall be included in the SaaS Fee. Tyler shall pass through to Client any and all warranties granted to Tyler by the owners, licensors, and/or distributors of such Embedded Third Party Software.

2.5. Title.

(a) Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Licensed Software (other than Embedded Third Party Software) and all components and copies thereof. Nothing in this Agreement shall be deemed to vest in Client any ownership or intellectual property rights in and to Tyler's intellectual property (including, without limitation, Tyler Confidential and Proprietary Information), any components and copies thereof, or any derivative works based thereon prepared by Tyler.

(b) All training materials shall be the sole property of Tyler.

(c) All Client data shall remain the property of Client. Tyler shall not use Client data other than in connection with providing the services pursuant to this Agreement.

3. FEES AND INVOICING

3.1 SaaS Fee. Invoice and payment of the SaaS Fee shall be governed by Section 3.5.

3.2 Professional Services Charges. T&M charges for all professional services to be performed hereunder shall be invoiced and paid by Client in accordance with Section 3.4/3.4.

3.3. Expenses. Client shall reimburse Tyler for travel, lodging, and food expenses actually and reasonably incurred by Tyler in performing its professional services herein in accordance with Section 3.4.

3.4 Invoice and Payment for Professional Services. Tyler shall invoice Client for professional services and associated expenses herein on a monthly basis. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Following receipt of a properly submitted invoice, Client shall pay amounts owing therein thirty (30) days in arrears. All payments shall be made in U.S. currency.

3.5. Invoice and Payment of Annual SaaS Fees. Annual SaaS Fees, as set forth on the Investment Summary, shall be invoiced and paid as set forth below:

(a) Tyler shall invoice the Texas Conference of Urban Counties (the "CUC") for Annual SaaS Fees incurred by the Client in accordance with the terms of the CUC Master Agreement. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial SaaS due date or the anniversary thereof, as applicable.

(b) The CUC shall be responsible for invoicing Client and collecting payments from Client with respect to the Annual SaaS Fees. The CUC shall promptly, but in any event within thirty (30) business days of receipt of Annual SaaS Fees, remit to Tyler all Annual SaaS Fees collected on behalf of Client. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC Client, to invoice the Client directly for all future Annual SaaS Fees.

3.6. Each invoice shall include, at a minimum, the total invoiced amount and a reference to the specific items being invoiced under this Agreement. Following receipt of a properly submitted invoice, Client shall pay amounts owed within thirty (30) days. All payments shall be made in U.S. currency.

3.7 Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows: The interest rate shall be the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest begins to accrue on the thirty first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date Client mails or electronically transmits the payment.

4. PROJECT IMPLEMENTATION

4.1 Professional Services. Attached hereto as Schedule 1 is Tyler's good faith estimate of the hours and fees associated with the services to be performed by Tyler for Client, including travel time by Tyler's personnel from Tyler's place of business to and from Client's place of business, and for which Client shall pay on a T&M basis. Additional services requested by Client which are beyond those hours detailed in Schedule 1 will be billed at Tyler's then current services rates.

4.2 Office Space. Client shall, at its sole expense, provide reasonable access to office space, telephone access, network access (including providing Tyler reasonable access to a secure virtual private network connection or other comparable connection for use by Tyler from time to time on a non-dedicated basis), Internet connections, and such other facilities as may be reasonably requested by Tyler for use by Tyler personnel for the purpose of performing this Agreement.

4.3 Third Person Hardware and Third Person Software. Client shall be responsible to purchase, install, and configure all Third Person Hardware and Third Person Software. Tyler shall have no liability for defects in the Third Person Hardware or Third Person Software.

4.4 Cooperation. Client acknowledges that the implementation of the Project is a cooperative process requiring the time and resources of Client personnel. Client shall, and shall cause its personnel to, use all reasonable efforts to cooperate with and assist Tyler as may be reasonably required to timely implement the Project, including, without limitation, providing reasonable information regarding its operations and reasonable access to its facilities. Tyler shall not be liable for failure to timely implement the Project when such failure is due to Force Majeure (as identified in Section 17.1/17.14) or to the failure by Client personnel to provide such cooperation and assistance (either through action or omission).

5. INSTALLATION OF THE LICENSED SOFTWARE

Tyler shall use commercially reasonable efforts to promptly install the Licensed Software on Tyler's servers in accordance with a mutually agreed upon timetable. Upon installation, Tyler shall conduct its standard diagnostic evaluation to determine that the Licensed Software is properly installed, and upon completion, shall deliver written instructions for accessing the Licensed Software to Client.

6. VERIFICATION OF THE LICENSED SOFTWARE

6.1 Verification Procedure. Upon installation of the Licensed Software, Tyler shall perform its standard test procedures and shall certify to Client that the Licensed Software is in substantial conformance with Tyler's then current published specifications and is ready for Client's use. A copy of the certification shall be provided to the CUC. In the event Tyler cannot so certify, Client's right and remedy against Tyler shall be to require Tyler to correct the cause thereof or exercise its rights under Section 15.3.

6.2 Certification Final. Tyler's certification that the Licensed Software substantially complies with the then current published

specifications shall be final and conclusive, except for latent defect, fraud, and such gross mistakes that amount to fraud. If Client disputes the certification for any reason, it shall notify Tyler in writing within fifteen (15) business days of receipt of the certification from Tyler, and provide a copy of such notification to the CUC.

6.3. Use. Notwithstanding anything to the contrary herein, Client's use of the Licensed Software for its intended purpose shall constitute Tyler's verification of the software products, without exception and for all purposes.

7. TRAINING

To the extent that training services are included in Schedule 1, Tyler shall train Client in accordance with a mutually agreeable training plan. The training plan shall outline the training required for personnel to operate the Licensed Software. Tyler shall provide Client personnel with only the number of hours of training for the respective portions of the Licensed Software as set forth in Schedule 1. Training shall be provided at Client's principal place of business or other site selected by Client. Training shall be performed according to the training plan, but in any event shall be "hands-on" using production-ready versions of the Licensed Software. The courses shall train Client's employees or agents in a manner to provide basic end user training. Client shall be responsible for providing an adequately equipped training facility to operate the Licensed Software.

8. MAINTENANCE AND SUPPORT SERVICES

8.1. Service Level Terms and Conditions. Upon Tyler's certification of the Licensed Software or Client's use, whichever occurs first, Tyler shall provide Client with the maintenance and support services for the Licensed Software as set forth in Exhibit B.

8.2. Responsibilities of Client. In addition to the other responsibilities set forth herein, Client shall: (a) provide all training of its personnel; (b) collect, prepare, and enter all data, other than such data converted by Tyler pursuant to this Agreement, necessary for the day-to-day operations of the Licensed Software; (c) retain separate copies of all conversion data delivered to Tyler; (d) provide end user workstations that conform to Tyler's minimum requirements; and (e) provide the requisite networks.

9. CONFIDENTIAL AND PROPRIETARY INFORMATION

9.1. Protection of Confidential and Proprietary Information. Each Party shall not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey the other Party's Confidential and Proprietary Information, and each Party shall not use, make, sell, or otherwise exploit any such other Party's Confidential and Proprietary Information for any purpose other than the performance of this Agreement, without the other Party's written consent, except: (a) as may be required by law, regulation, judicial, or administrative process; or (b) as required in litigation pertaining to this Agreement, provided that the other Party is given advance notice of such intended disclosure in order to permit it the opportunity to seek a protective order. The Parties shall ensure that all individuals assigned to perform services herein shall abide by the terms of this Section 9.1 and a Party shall be responsible for breaches by such persons acting by or for such Party.

9.2. Judicial and Administrative Proceedings. If a Party is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand, requirements of the Texas Public Information Act, or other similar process) to disclose any Confidential and Proprietary Information of the other Party (the "Owner"), such Party shall provide the Owner with prompt written notice of such request or requirement so that the Owner may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by the Owner, the Party nonetheless is legally compelled to disclose the Owner's Confidential and Proprietary Information or else would stand liable for contempt or suffer other censure or penalty, the Party may, without liability herein, disclose only that portion of the Owner's Confidential and Proprietary Information required to be disclosed, provided that the Party uses reasonable efforts to preserve the confidentiality of the Owner's Confidential and Proprietary Information, including, without limitation, by cooperating with the Owner to obtain an appropriate protective order or other administrative relief.

10. REPRESENTATIONS AND WARRANTIES

10.1. Project Personnel. All Tyler personnel utilized in connection with fulfilling its obligations pursuant to or arising from this Agreement shall be employees of Tyler or, if applicable, Tyler's subcontractor(s), shall be qualified to perform the tasks assigned them, and shall be in compliance with all applicable laws relating to employees generally, including, without limitation, immigration laws.

10.2. Pass-Through of Warranties. Tyler hereby passes through the benefits of all third party warranties that it receives in connection with any product provided to Client.

10.3. No Actions, Suits, or Proceedings. There are no actions, suits, or proceedings pending or, to the knowledge of Tyler, threatened, that shall have a material adverse effect on Tyler's ability to fulfill its obligations pursuant to or arising from this Agreement.

10.4. Compliance with Laws. In performing this Agreement, Tyler shall comply with all applicable material licenses, legal certifications, or inspections. Tyler shall also comply in all material respects with applicable federal, state, and local statutes, laws, ordinances, rules, and regulations.

10.5. Ownership. Tyler is a Delaware corporation that is listed for trading on the New York Stock Exchange. No director, officer, or 5% or more stockholder shall, during the course of this Agreement, receive or confer improper personal benefits or gains associated with the performance of the services outlined in this Agreement.

10.6. Certain Business Practices. Neither Tyler nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this Agreement by any federal department or agency. Tyler further represents and warrants that it is not listed on any local, Client, state or federal consolidated list of debarred, suspended, and ineligible contractors and grantees. No person (other than permanent employees of Tyler) has been engaged or retained by Tyler to solicit, procure, receive, accept, arrange, or secure this Agreement for any compensation, consideration, or value.

EXCEPT AS SPECIFICALLY SET FORTH IN THIS SECTION 1010 OR ELSEWHERE IN THIS AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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11. LIMITATION OF LIABILITY

TYLER'S LIABILITY TO CLIENT FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO: (A) PRIOR TO TYLER'S CERTIFICATION OF THE LICENSED SOFTWARE AND CLIENT'S USE THEREOF, THE SAAS FEES PAID BY CLIENT, IF ANY; AND (B) AFTER TYLER'S CERTIFICATION OF THE LICENSED SOFTWARE AND CLIENT'S USE THEREOF, FIXING DEFECTS IN ACCORDANCE WITH EXHIBIT B. THE FOREGOING LIMITATIONS DO NOT APPLY TO THE FOLLOWING CIRCUMSTANCES: (1) FRAUD; OR (2) BREACH OF SECTION 12.1 (CLAIMS FOR BODILY INJURY OR PROPERTY DAMAGE) OR SECTION 12.2 (INTELLECTUAL PROPERTY INFRINGEMENT).

IN NO EVENT SHALL TYLER BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS OF BUSINESS, OR LOSS OR CORRUPTION OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

12. INDEMNIFICATION

12.1. General – Bodily Injury and Property Damage. Notwithstanding any other provision of this Agreement, Tyler shall defend, indemnify, hold, and save harmless the Indemnified Parties from and against any and all Claims for bodily injury or property damage sustained by or asserted against Client arising out of, resulting from, or attributable to the negligent

or willful misconduct of Tyler, its employees, subcontractors, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify Client against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of Client, its agents, contractors, subcontractors, or employees.

12.2. Intellectual Property.

(a) Notwithstanding any other provision of this Agreement, if any claim is asserted, or action or proceeding brought against Indemnified Parties that alleges that all or any part of the Licensed Property, in the form supplied, or modified by Tyler, or an Indemnified Party's use thereof, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title, or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the Indemnified Party, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold Indemnified Party harmless against, any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify Indemnified Party against any liability, damages, and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, Indemnified Party shall cooperate with and may monitor Tyler in the defense of any claim, action, or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Licensed Property made by the Indemnified Party, or any third party pursuant to Indemnified Party's directions, or upon the unauthorized use of the Licensed Property by the Indemnified Party.

(b) If the Licensed Property becomes the subject of a claim of infringement or misappropriation of a copyright, patent, or trade secret or the violation of any other contractual or proprietary right of any third party, Tyler shall, at its sole cost and expense, select and provide one of the following remedies, which selection shall be in Tyler's sole discretion: (i) promptly replace the Licensed Property with a compatible, functionally equivalent, non-infringing system; or (ii) promptly modify the Licensed Property to make it non-infringing; or (iii) promptly procure the right of Client to use the Licensed Property as intended.

13. TAXES

13.1. Tax Exempt Status. Client represents and warrants that it is a governmental tax-exempt entity and shall not be responsible for any taxes for any Licensed Property or services provided for herein, whether federal or state. The fees paid to Tyler pursuant to this Agreement are inclusive of any applicable sales, use, personal property, or other taxes attributable to periods on or after the Effective Date of this Agreement.

13.2. Employee Tax Obligations. Each Party accepts full and exclusive liability for the payment of any and all contributions or taxes for Social Security, Workers' Compensation Insurance, Unemployment Insurance, or Retirement Benefits, Pensions, or annuities now or hereafter imposed pursuant to or arising from any state or federal laws which are measured by the wages, salaries, or other remuneration paid to persons employed by such Party for work performed under this Agreement.

14. INSURANCE

Tyler shall provide, upon the written request of Client (which shall not be less than thirty (30) days after the Effective Date), proof of insurance for and maintain, at Tyler's sole cost and expense, the following insurance coverage issued with an insurance carrier with a Best Key rating of "A VII" or higher: (a) Industrial Workers' Compensation Insurance protecting Tyler and Client from potential Tyler employee claims based upon job-related sickness, injury, or accident during performance of this Agreement; and (b) Comprehensive General Liability (including, without limitation, bodily injury and property damage) insurance with respect to Tyler's agents and vehicles assigned to perform the services herein with policy limits of not less than $1,000,000 combined single limit per occurrence and $2,000,000 in the aggregate. Client shall be named as an additional insured party and such notation shall appear on the certificate of insurance furnished by Tyler's insurance carrier.

15. TERM, SUSPENSION, AND TERMINATION

15.1. Term. The term of this Agreement (the "Term") shall commence on the start date specified in the Investment Summary and continue for the subscription term specified therein. Except as otherwise specified in the Investment Summary, the term of this Agreement, and the corresponding payment of all SaaS Fees, shall automatically renew for additional periods equal to the then expiring subscription term or one year (whichever is longer), unless either party gives the other notice of non-renewal at least 30 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless Tyler has given Client written notice of any pricing change at least 90 days before the end of such prior term, in which case the change in pricing shall be effective upon renewal and thereafter.

15.2. Early Termination by Client. This Agreement may be terminated by Client prior to the end of the then current term by Client providing Tyler with (a) ninety (90) days written notice of its intent to terminate, and (b) payment equal to the lesser of (i) 50% of the SaaS Fees still due for the remainder of the then current term or (ii) one year's SaaS Fees.

15.3. Termination for Cause. Either Party may terminate this Agreement for Cause, provided that such Party follows the procedures set forth in this Section 15.3.

(a) For purposes of this Section, "Cause" means either:

(i) a material breach of this Agreement, which has not been cured within ninety (90) days of the date such Party receives written notice of such breach;

(ii) the failure by Client to timely pay when due any fees and expenses owed to Tyler pursuant to this Agreement and any delinquent amounts remain outstanding for a period of thirty (30) days after Tyler provides written notice of its intent to terminate for failure to pay;

(iii) breach of Section 9; or

(iv) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No Party may terminate this Agreement under Section 15.3(a)(i) unless it cooperates in good faith with the alleged breaching Party during the cure period and complies in good faith with the dispute resolution procedures set forth in Section 16 following such period.

(c) Upon any termination for Cause by Client, Tyler shall refund any prepaid SaaS Fees covering the remainder of the Term after the effective date of termination. Upon any termination for Cause by Tyler, Client shall pay Tyler the lesser of (a) any unpaid SaaS Fees covering 50% of remainder of the Term after the effective date of termination, or (b) one year's SaaS Fees. In no event shall any termination relieve Client of the obligation to pay any fees payable to Tyler for the period prior to the effective date of termination.

15.4. Effect of Termination. Upon termination of this Agreement for any reason: (a) the licenses provided hereunder shall automatically terminate as of the effective date of the termination and Client's access to the licensed applications shall be denied; (b) subject to payment of all amounts due hereunder, and upon written request, Tyler will provide to Client such contents of the database that are owned by Client, as such contents exist on the date of termination, in a standard industry data file format within five business days; and (c) upon written request, Client shall return all documentation, products, Tyler Confidential and Proprietary Information, and other information disclosed or otherwise delivered to Client by Tyler.

15.5. Survival. The following provisions shall survive after the Term of this Agreement: 1, 2, 9, 11, 12, 13, 15, 16; and 17.

16. DISPUTE RESOLUTION

Disputes arising out of, or relating to, this Agreement shall first be discussed by the Project Managers. Any dispute that cannot be resolved within five (5) Business Days at the Project Manager level (or such other date as agreed upon by the Project Managers) shall be referred to the individual reasonably designated by Client and Tyler's Vice President of Courts and Justice Systems Division assigned to Client's account ("Intermediary Dispute Level"). Any dispute that cannot be resolved in ten (10) Business Days at the Intermediary Dispute Level shall then be referred to Client's chief executive officer or other individual reasonably designated by Client and Tyler's President of Courts and Justice Systems Division ("Executive Dispute Level"), at such time and location reasonably designated by the Parties. Any negotiations pursuant to this Section 16 are confidential and shall be treated as compromise and settlement negotiations for purposes of the applicable rules of evidence. For any dispute that the Parties are unable to resolve through informal discussions or negotiations or pursuant to the dispute resolution and escalation procedures set forth in this Agreement, the Parties shall submit the matter to binding arbitration. Any such arbitration proceeding shall be governed by the rules of the American Arbitration Association. Any award or other relief granted by the arbitrators may be enforced in any court of competent jurisdiction. The foregoing shall not apply to claims for equitable relief under Section 9.

17. MISCELLANEOUS

17.1 Assignment. Neither Party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other Party, which consent shall not be unreasonably withheld.

17.2 Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

17.3 Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the Parties at their respective addresses set forth on the signature page hereto, or at such other addresses as may be specified in writing by either of the Parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

17.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

17.5 Waiver. The performance of any obligation required of a Party herein may be waived only by a written waiver signed by the other Party, which waiver shall be effective only with respect to the specific obligation described therein.

17.6 Entire Agreement. This Agreement constitutes the entire understanding and contract between the Parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

17.7 Amendment. This Agreement shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications of this Agreement shall be binding upon the Parties despite any lack of consideration.

17.8 Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

17.9 Relationship of Parties. The Parties intend that the relationship between the Parties created pursuant to or arising from this Agreement is that of an independent contractor only. Neither Party shall be considered an agent, representative, or employee of the other Party for any purpose.

17.10 Governing Law. Any dispute arising out of or relating to this Agreement or the breach thereof shall be governed by the laws of the state of the domicile of Client, without regard to or application of choice of law rules or principles.

17.11 Audit. Tyler shall maintain complete and accurate records of all work performed pursuant to and arising out of this Agreement. Client may, upon the written request of the Project Manager, audit any and all work or expense records of Tyler relating to materials and/or services provided herein. Client shall provide Tyler twenty-four hour notice of such audit or inspection. Tyler shall have the right to exclude from such inspection any Tyler Confidential and Proprietary Information not otherwise required to be provided to Client as a part of this Agreement. Tyler shall make such books and records available to Client during normal business hours. Any such audit shall be conducted at Tyler's principal place of business during Tyler's normal business hours and at Client's sole expense.

17.12 No Third Party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party.

17.13 Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the Party who drafted the Agreement or provision.

17.14 Force Majeure. No Party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Upon such delay or failure affecting one Party, that Party shall notify the other Party and use all reasonable efforts to cure or alleviate the cause of such delay or failure with a view to resuming performance of its contractual obligations as soon as practicable. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the Party claiming excusable delay. Any performance times pursuant to or arising from this Agreement shall be considered extended for a period of time equivalent to the time lost because of any delay that is excusable herein.

17.15 Equitable Relief. Each Party covenants, represents, and warrants that any violation of this Agreement by such Party with respect to its respective obligations set forth in Sections 2.3 and 9 shall cause irreparable injury to the other Party and shall entitle the other Party to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

17.16 Attorneys' Fees and Costs. If attorneys' fees or other costs are incurred by either Party to secure the performance of any obligations under this Agreement, or to establish damages for the breach thereof or to obtain any other appropriate relief, whether by way of prosecution or defense, the prevailing Party shall be entitled to recover from the other Party its reasonable attorneys' fees and costs incurred in connection therewith.

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(Exhibit B)

Service Level Terms and Conditions

1. CERTAIN DEFINITIONS

1.1 Terms Not Defined. Terms not otherwise defined in this Exhibit B shall have the meanings assigned to such terms in the Software as a Service and Professional Services Agreement (the "Agreement").

1.2 Application Availability Period has the meaning set forth in Schedule B-1.

1.3. Circumvention or Circumvention Procedures means, as applied to a Documented Defect, a change in operating procedures whereby Client can reasonably avoid any deleterious effects of such Documented Defect.

1.4. Defect means any bug, error, malfunction, or other defect in the Licensed Software caused by, arising from, or emanating from the reasonable control of Tyler that renders the Licensed Software in non-conformance with Tyler's then current published specifications.

1.5 Documented Defect means a Defect that Client documents for Tyler pursuant to Section 2.1.

1.6 Downtime means minutes during the Application Availability Period where the Licensed Software is not available as set forth in Section 3.1.

1.7 Operational Maintenance Window has the meaning set forth in Schedule B-1.

1.8 Service Level 1 Defect Documented Defect that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of Client's remote locations; (c) systemic loss of multiple essential system functions.

1.9 Service Level 2 Defect means a Documented Defect that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of data.

1.10. Service Level 3 Defect means a Priority 1 Defect with an existing Circumvention Procedure, or a Priority 2 Defect that affects only one User or for which there is an existing Circumvention Procedure.

1.11 Service Level 4 Defect means a Documented Defect that causes failure of non-essential Licensed Software functionality or a cosmetic or other Documented Defect that does not qualify as any other Service Level Defect.

1.12 Version Release means new versions of the Licensed Software that contain technical improvements, functional enhancements, updates, extensions, and/or maintenance changes to the Licensed Software.

1.13. Tyler Holidays means one (1) day for a New Year's holiday, Good Friday, Memorial Day, a one (1) day holiday for Independence Day, Labor Day, Thanksgiving Day and the day after, and two (2) days during Christmas time. The exact date for any rolling holiday will be published on the Tyler website in advance of the date.

2. CLIENT RESPONSIBILITIES

2.1 Documenting Defects. Client must document all Defects in writing with sufficient information to recreate the Defect or otherwise clearly and convincingly document or evidence its occurrence, including, but not limited to, the operating environment, data set, user, or any other such information that Tyler may reasonably request. Client shall deliver such information to Tyler concurrently with its notification to Tyler of a Defect. Client shall use all reasonable efforts to eliminate any non-application related issues prior to its notification to Tyler of such Defect, including, but not limited to, issues related to the network, User training, Client-produced extensions, and data problems not caused by the Licensed Software. Any technical or other issue for which Client requests services, but which is not a Documented Defect, shall be treated as a request for other services and governed by Section 6.

2.2 Training. Except as provided in Exhibit A of the Agreement, Client shall provide training to its employees on the Licensed Software and any Version Releases related thereto.

3. TYLER RESPONSIBILITIES – APPLICATION AVAILABILITY AND OPERATIONS SUPPORT

3.1 Application Availability.

(a) Tyler shall use its commercially reasonable efforts to provide access to the Licensed Software during the Application Availability Period as set forth in the goals listed in Schedule B-1.

(b) Tyler shall maintain a log of any system issues that result in Downtime of more than 1 hour, excluding: (i) scheduled maintenance by Tyler's Internet Service Provider or co-located data center; (ii) periods needed to deter or correct problems due to malicious attacks or denial of service attempts; (iii) Client hardware or network failure; (iv) negligent actions by Client's agents, employees, or vendors; and (v) events of Force Majeure (as set forth in Exhibit A, Section 17.14).

3.2 Operations Support; Procedures for Reporting Downtime.

(a) Tyler shall provide Client with procedures for contacting support staff on a twenty-four hour, seven days a week basis for the limited purpose of reporting Downtime. Client agrees to designate no more than two (2) of Client's employees who are authorized to utilize this procedure after normal Business Hours.

(b) For each reported Downtime incident, Tyler shall assign appropriate personnel to diagnose and correct the Downtime. Tyler's initial response shall include an acknowledgement of notice of the Downtime, confirmation that Tyler has received sufficient information concerning the Downtime, and an action plan for resolving the Downtime.

3.3. Credit for Downtime.

(a) At the end of each calendar quarter, Tyler shall prepare a report for the prior three months detailing the average percentage of Downtime during that three month period.

(b) Tyler shall issue a credit towards the next quarterly payment as follows:

(i) if the average percentage of Downtime is less than 4%, no Downtime credit shall be issued;

(ii) if the average percentage of Downtime is between 4% and 6% of the Application Availability Period, Tyler shall issue a Downtime credit towards 3% of the next quarterly payment due; and

(iii) if the average percentage of Downtime is greater than 6% of the Application Availability Period, Tyler shall issue a Downtime credit towards 5% of the next quarterly payment due.

(c) The issuance by Tyler of any Downtime credit shall not relieve Tyler of its obligations to correct the problem that resulted in Downtime in accordance with its obligations herein. However, Client acknowledges that correction may occur in the following quarter and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also be affected by Downtime.

(d) Notwithstanding the foregoing, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly SaaS Fee for any one quarter.

4. TYLER RESPONSIBILITIES – HELP DESK

Tyler shall provide Client with procedures for contacting support staff during normal business hours (7:00 a.m. to 7:00 p.m., Central Time).

0Monday through Friday, excluding Tyler holidays) for general application assistance.

5. TYLER RESPONSIBILITIES –DOCUMENTED DEFECTS

5.1 General Services for Reporting Documented Defects

(a) Tyler shall provide Client with procedures for contacting support staff during normal business hours (7 00 a m. to 7.00 p m., Central Time, Monday through Friday, excluding Tyler holidays) for reporting Documented Defects Tyler shall assist Client in the diagnosis of any Documented Defect, including the assigned Priority and Tyler's tracking number

(b) For each reported Documented Defect, Tyler shall assign appropriate personnel to diagnose and correct the Documented Defect, and where appropriate, identify Circumvention Procedures. Tyler s initial response shall include an acknowledgement of notice of the Documented Defect, confirmation that Tyler has received sufficient information concerning the Documented Defect, and an action plan for resolving the Documented Defect and avoiding further deleterious consequences of the Documented Defect.

5 2 Service Level 1 Defects Tyler shall provide an initial response to Service Level 1 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within one (1) Business Day Tyler's responsibility for loss or corrupted data is limited to assisting Client in restoring its database to a known, accurate state.

5 3. Service Level 2 Defects Tyler shall provide an initial response to Service Level 2 Defects within one (1) Business Hour of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defects or provide a Circumvention Procedure within five (5) Business Days. Tyler's responsibility for loss or corrupted data is limited to assisting Client in restoring its database to a known, accurate state

5 4. Service Level 3 Defects Tyler shall provide an initial response to Service Level 3 Defects within one (1) Business Day of receipt of the Documented Defect. Tyler shall use commercially reasonable efforts to resolve such Documented Defect without the need for a Circumvention Procedure with the next published maintenance update or service pack, which shall occur at least quarterly Tyler's responsibility for lost or corrupted data is limited to assisting Client in restoring its database to a known, accurate state

5 5 Service Level 4 Defects Tyler shall provide an initial response to Service Level 4 Defects within two (2) Business Days Tyler shall use commercially reasonable efforts to resolve such Documented Defect with a future Version Release.

5 6 Technical Server & Systems Support Tyler shall use commercially reasonable efforts to provide Client with technical support to assist Client with troubleshooting the loss of functionality of Licensed Software for reasons other than a Documented Defect Tyler technical support shall be limited to

(a) assisting Client with isolating the source of Licensed Software failure due to systems-level hardware, Third Party Software, network, client-level hardware or peripherals;

(b) providing recommendations to Client regarding resolution of said non-defect failure(s); and

(c) providing Client with assistance on basic maintenance and administration of the Licensed Software environment, including basic data backup and restore procedures, deployment of Version Releases, and setup of supported peripheral devices for use with the Licensed Software

6. ADDITIONAL SUPPORT SERVICES

Client may request support services in addition to the correction of Documented Defects by delivering to Tyler a written request outlining the nature of the services desired (a "Service Request"). Such other support services may include, without limitation, services related to: (a) additional training; (b) technical assistance, (c) programming services; (d) installation of add-on components; and/or (e) business analysis. Tyler shall provide to Client a written response to the request which describes in detail the anticipated impact of the request on the existing Licensed Software, the time required to perform such services, an implementation plan, and a schedule of the fees related thereto. Fees for additional support services shall be billed by Tyler directly to Client and shall be invoiced monthly, which shall be due and payable within thirty (30) days.

7. VERSION RELEASES

Tyler shall provide Version Releases of the Licensed Software on not less than an annual basis. Tyler shall notify Client of the occurrence of a new Version Release and shall provide Client with access to such Version Releases for the Licensed Software in a prompt manner that is consistent with Tyler's business practices for client's utilizing the Licensed Software under a software as a service agreement.

8. THIRD PERSON SOFTWARE

8 1 Notice of New Third Person Software. Tyler shall provide Client with advanced notice of any mandated new Third Person Software revision that shall be required to use the Licensed Software. Tyler shall, to the extent practicable, minimize the need for Client to rely upon updates of Third Person Software

8 2 Tyler Certification At Tyler's expense, Tyler shall certify the compatibility of Third Person Software components used by the Licensed Software and maintain a list of supported Third Person Software release levels. Version Releases shall be certified to supported versions of all required Third Person Software. Tyler shall certify new releases of Third Person Software within a reasonable timeframe

8 3. Costs. Client is responsible for all costs associated with installing and maintaining Third Person Software versions that are identified on Tyler s list of certified Third Person Software

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(Schedule B-1)

Application Availability Period Service Levels

Type	Description	Goal
Application Availability Period	All operational time as set forth under "Goal", and which is outside the Operational Maintenance Window, and where Tyler has not announced its intent to perform maintenance at least forty-eight (48) hours in advance	10:00 a.m. Central Time Sunday to 06:00 a.m. Central Time Sunday Total of 166 hours per week
Operational Maintenance Window	The Operational Maintenance Window happens weekly. During this time, Tyler can take its Odyssey servers off line (no Internet access) and perform work on supporting hardware. Tyler will provide 48 hours notice to the Client if the Odyssey application will be unavailable during the maintenance period Application maintenance includes upgrades or replacements of Tyler servers, data storage, data backup, and supporting hardware. This period also covers software maintenance items that include scheduled hot fixes, quarterly service releases, operating system security patches and upgrades, and so forth If an Odyssey application hot fix must be performed outside the Operational Maintenance Window and impacts application availability, Tyler will provide 24 hour notice to the Client	06:00 a.m. to 10:00 a.m. Central Time Sunday
Backups	Nightly backups of the following files will be completed: production databases, images, forms, and other documents Client data transactions are saved every 15 minutes during the Application Availability Period. Every night, a full database backup is performed, including client images, forms, and other documents Back up media will be cycled off-site nightly to a fireproof vault Nightly backups are stored offsite	Nightly

Attachment D: Master Agreement

CUC MASTER AGREEMENT

This Master Agreement (this "Agreement") is made and entered into as of September 8, 2009 (the "Effective Date") by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), with its principal place of business located at 6500 International Parkway, Suite 2000, Plano, Texas 75093, and the Texas Conference of Urban Counties, Inc., a Texas corporation (the "CUC"), with its principal place of business located at 500 W. 13th Street, Austin, Texas 78701.

Background

WHEREAS, Tyler is the owner of certain proprietary judicial administration software, including the intellectual property rights thereto (as more particularly defined below);

WHEREAS, the CUC is an organization comprised of member counties in the State of Texas responsible for providing technical guidance and leadership, including the standardization and improvement of technology; and

WHEREAS, Tyler desires to engage the CUC, and the CUC desires to be so engaged, to perform certain marketing and other activities, all on the terms and subject to the conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which all parties mutually acknowledge, the parties agree as follows:

1. DEFINITIONS

1.1 Agreement means this Master Agreement, including all exhibits attached hereto and to be attached throughout the term of this Agreement, all of which are incorporated by reference herein.

1.2 Budget Proposal means the proposal developed by Tyler for a County interested in becoming an End User, which shall include an outline of the estimated Project costs, the scope of the Project, the assumptions made by Tyler associated with such costs, the County staffing expectations for the implementation of the Project, the estimated project start date and duration, and the estimated cost for completion of the Implementation Plan.

1.3 Claims mean any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses, including reasonable attorneys' fees and expenses.

1.4 County means, as applicable, a Member County or a Non-Member County.

1.5 Court Admin System means a common integrated court administration system, which includes (a)(i) the Current Production Software Version plus Prosecutor, or (ii) the Individual Case Types, as applicable, plus (b) Enterprise Modifications.

1.6 CUC means the Texas Conference of Urban Counties, Inc.

1.7 CUC Technical Committee means the committee of individuals identified in writing from time to time by the CUC that will perform the functions set forth in Section 5.

1.8 Current Production Software Version means the most recent production version of Tyler's court management system that is then running on Tyler's client sites as of the relevant date.

1.9 Discounted License Fee means the license fee applicable to each Member County that executes an End User License Agreement prior to December 31, 2010 as set forth on the Discounted Member County Price List.

1.10 Discounted Member County Price List means the discounted license fees price list for each Member County as set forth on Exhibit A, which shall be in effect until December 31, 2010.

1.11 Documentation means the user's manuals and any other materials in any form or media provided by Tyler to the users of the Judicial Software for the users' respective operation of the Judicial Software in accordance with this Agreement.

1.12 Effective Date means the date set forth in the first paragraph of the Agreement.

1.13 End User means a County that acquires the rights to the Products pursuant to the applicable End User License Agreement.

1.14 End User License Agreement means Tyler's standard Software License and Professional Services Agreement, which is attached hereto as Exhibit D.

1.15 Enterprise License Fee means the license fee applicable to each County as set forth on the Enterprise Price List.

1.16 Enterprise Modifications means the list of functions to be designated by the CUC Technical Committee as an Enterprise Modification pursuant to this Agreement.

1.17 Enterprise Price List means the Enterprise License Fees set forth on Exhibit A for (a) each Member County that executes an End User License Agreement after December 31, 2010 and prior to the end of the Term, and (b) each Non-Member County that executes an End User License Agreement prior to the end of the Term.

1.18 Implementation Plan means the Implementation Plan to be developed between Tyler and each End User upon such End User executing a Plan Request. The Implementation Plan shall provide for timetables, milestones, Deliverables, and fees and expenses for, among other things, (a) the development of Local Modifications for the End User, (b) the delivery and installation of the applicable Products for the End User, (c) the training of End User personnel, (d) the staffing plan for the implementation of the Project, and (e) a scheduled timetable for periodic update reporting on the status of the project by

parties to the respective End User's Commissioners Court. The Implementation Plan will be incorporated into each respective End User License Agreement.

1.19 Individual Case Type means each of (a) District Clerk Civil / Family, (b) County Clerk Civil / Probate, (c) Criminal (District and County), and (d) Justice of the Peace.

1.20 Individual Case Type License Fee means the license fees associated with licensing Individual Case Types only, which shall equal the following percentages of the Enterprise Price List for each Individual Case Type: (a) District Clerk Civil / Family – 25% of the Enterprise License Fee; (b) County Clerk Civil / Probate – 25% of the Enterprise License Fee; (c) Criminal (District and County) – 50% of the Enterprise License Fee; and (d) Justice of the Peace – 30% of the Enterprise License Fee.

1.21 Judicial Software means: (a) the Court Admin System; (b) Embedded Third party Software; (c) Enterprise Modifications; (d) Local Modifications; and (e) Tyler Modifications.

1.22 Local Modifications means the list of functions designated by an End User and set forth in an Implementation Plan to be developed by Tyler and implemented into the Court Admin System for the respective End User.

1.23 Member Counties means the Texas counties that are members in good standing of the CUC.

1.24 Non-Member County means a county in the State of Texas other than the Member Counties.

1.25 Optional Software means the most recent production version of Tyler's software applications and modules (including, without limitation, Jail Manager, Law Enforcement, Check Manager, Jury, and Supervision, and certain add-on features) identified on the Optional Software Price List, and includes the functionality, modifications, and modules set forth on an Optional Software Participation Agreement, and which may be amended by Tyler from time to time.

1.26 Optional Software End User means an End User that executes an Optional Software License Agreement.

1.27 Optional Software License Fee means the license fee for each Optional Software application set forth on the Optional Software Price List.

1.28 Optional Software License Agreement means Tyler's standard license agreement required to be executed by an End User in order for that County to become an Optional Software End User and obtain a license for the Optional Software identified therein.

1.29 Optional Software Price List means the then current license fees and maintenance fees associated with each Optional Software application. A copy of the license fees and maintenance fees for the Optional Software as of the date of this Agreement is set forth on Exhibit B, which is attached hereto and incorporated by reference herein. The

Optional Software Price List may be changed by Tyler from time to time and without notice to reflect Tyler's then current market rates.

1.30 Plan Request means written notice issued from a County to Tyler requesting that Tyler prepare an Implementation Plan at the County's expense and consistent with the Budget Proposal.

1.31 Price List means the Discounted Member County Price List, the Enterprise Price List, each as set forth in Exhibit A, and the Optional Software Price List, as set forth in Exhibit B.

1.32 Products mean, as applicable, the Judicial Software, Individual Case Types, and Optional Software.

1.33 Project means the development, delivery, installation, testing, and license of the Products and the performance of all services to be provided by Tyler in accordance with the provisions of an End User License Agreement.

1.34 Standard Maintenance Agreement means Tyler's standard maintenance and support services agreement to be executed by Tyler and each End User, the form of which is attached hereto as Exhibit D.

1.35 Territory means the State of Texas.

1.36 Tier 1 Support means support services including (a) defect remediation; (b) help desk user support; (c) server/system support; and (d) desktop support for help desk users.

1.37 Tier 2 Support means support services including defect remediation by Tyler after initial troubleshooting by county technical staff.

1.38 Tyler means Tyler Technologies, Inc., a Delaware corporation.

1.39 Tyler Confidential Information means all information in any form relating to, used in, or arising out of the Tyler's operations and held by, owned, licensed, or otherwise possessed by Tyler (whether held by, owned, licensed, possessed or otherwise existing in, on, or about Tyler's premises or the CUC's offices, residence(s), or facilities and regardless of how such information came into being, as well as regardless of who created, generated or gathered the information), including, without limitation, all information contained in, embodied in (in any media whatsoever) or relating to Tyler's inventions, ideas, creations, works of authorship, works of visual art, business documents, operations, manuals, performance manuals, operating data, projections, bulletins, supplier and customer lists, strategic planning data, financial planning data, designs, logos, motifs, test results, product or service literature, product or service concepts, process data, specification data, know how, show how, software, databases, release notes, database layouts, algorithms, techniques, processes, and systems designs. Tyler Confidential Information does not include information that (a) becomes public other than as a result of a disclosure by the CUC in breach hereof, (b) becomes available to the CUC on a non-confidential basis from a source other than Tyler,

which is not prohibited from disclosing such information to the CUC by obligation to Tyler, (c) is known by the CUC prior to its receipt from Tyler without any obligation of confidentiality with respect thereto, or (d) is developed by the CUC independently of any disclosures made by Tyler to the CUC of such information.

1.40 Term has the meaning set forth in Section 13.1.

2. APPOINTMENT OF CUC

Tyler hereby grants to the CUC a non-exclusive, non-transferable license as a reseller to market the Products to Counties located in the Territory, subject to the terms of this Agreement.

3. CUC RESPONSIBILITIES

3.1 Products. The CUC agrees to market licenses for the Products to Counties in accordance with the terms of this Agreement and as follows:

(a) with respect to the Judicial Software:

(i) to Member Counties that execute a Plan Request: (A) prior to December 31, 2010 in consideration for the applicable Discounted Member County License Fee; and (B) after December 31, 2010 in consideration for the applicable Enterprise License Fee; and

(ii) to Non-Member Counties that execute a Plan Request in consideration for the applicable Enterprise License Fee;

(b) with respect to Individual Case Types, to Counties that execute a Plan Request in consideration for the Individual Case Type License Fees; and

(c) with respect to Optional Software, to Counties that execute a Plan Request in consideration for the Optional Software License Fee.

3.2 Assistance and Cooperation. After identifying potential End Users, the CUC shall reasonably assist Tyler in coordinating meetings and other activities leading up to Proposal Requests.

3.3 Preserving Tyler Goodwill. The CUC shall conduct its business so as to maintain the goodwill and reputation of Tyler and the Products.

3.4 End User License Agreements. The CUC shall ensure that all End User License Agreements are properly executed by End Users, shall collect all license fees associated with such End User License Agreements, and shall promptly deliver to Tyler all such license fees in accordance with the terms of such End User License Agreements, which shall include the following payment provisions:

(a) sixty percent (60%) of the applicable license fee shall be due and payable by the End User upon the End User executing an End User License Agreement;

(b) the remaining forty percent (40%) of the applicable license fee shall be due and payable by the End User upon Operational Use (as that term is defined in the End User License Agreement) of all or part of the Judicial Software.

3.5 Maintenance and Support. The CUC shall have no obligation with respect to maintenance and support services for the Products (including, without limitation, the collection of maintenance and support fees), which services and fees shall be governed by the terms and conditions of Tyler's Standard Maintenance Agreement to be executed between Tyler and the End User.

3.6 Compliance. In performing its duties hereunder, the CUC shall comply with all federal, state, and local laws, regulations, and ordinances.

3.7 Expenses. The CUC shall be responsible for all expenses incurred by the CUC in the performance of its duties hereunder.

3.8 CUC Technical Committee. The CUC shall designate a technical committee (the "CUC Technical Committee"), which shall serve as an intermediary and services aggregator for End Users and perform such other functions as described in Section 5.

3.9 Negative Covenants. Notwithstanding anything herein to the contrary, the CUC shall not, without the prior written approval of Tyler:

(a) offer discounts for Tyler products or services other than those set forth in this Agreement without Tyler's prior written consent;

(b) waive, alter, or change any provision of an End User License Agreement or Standard Maintenance Agreement;

(c) make any representation or warranty about the Products other than as presented in Tyler's written materials;

(d) modify or extend the amount of or time for the payment of any charge or fee under any End User License Agreement or Standard Maintenance Agreement; or

(e) incur any expense or obligation in the name of Tyler, other than as provided in this Agreement.

4. TYLER RESPONSIBILITIES

4.1 Budget Proposals. Upon the CUC identifying a County to Tyler as a potential End User, Tyler shall meet with the County and the CUC, at no cost, to prepare and issue a Budget Proposal, which shall occur within sixty (60) days of the date Tyler is notified by the

CUC. Tyler shall negotiate in good faith any such Budget Proposal with the applicable County. A Budget Proposal shall be in effect for ninety (90) days unless otherwise agreed to in writing by Tyler, at which time it shall expire unless the County issues to Tyler a Plan Request and executes an End User License Agreement. Any End User License Agreement executed under this Section 4.1 shall authorize Tyler to develop an Implementation Plan as set forth in Section 4.2, after which the applicable County will issue either a Notice to Proceed or a Termination Notice.

4.2 Plan Requests. Within ninety (90) days of its receipt of a Plan Request and executed End User License Agreement, Tyler shall, at the County's expense, develop an Implementation Plan. The terms of the Implementation Plan shall be in effect for ninety (90) days unless otherwise agreed to in writing by Tyler, at which time it shall expire unless the County executes a Notice to Proceed incorporating the Implementation Plan. If the Implementation Plan expires, the County shall pay Tyler the costs and expenses incurred by Tyler in preparing the Implementation Plan.

4.3 Development and Delivery of Products. Tyler shall use commercially reasonable efforts to (i) develop, deliver, install, verify, and test the Products for the End User, (ii) provide Documentation and other materials to the End User, and (iii) perform such modifications, conversion, training, and other services to the End User, all in accordance with the terms and conditions of the applicable End User License Agreement.

4.4 Maintenance and Support. Tyler shall be responsible for obtaining from each End User an executed Standard Maintenance Agreement, which shall provide each End User with the option to elect for either "Tier 1 Support" or "Tier 2 Support", the pricing of which shall be set forth in the Budget Proposal. Tyler shall use commercially reasonable efforts to provide maintenance and support services to the End User pursuant to the terms of the Standard Maintenance Agreement, and the CUC shall be responsible for collecting all maintenance and support fees pursuant thereto in accordance with Section 6.4 .

4.5 Compliance. Tyler shall comply with all federal, state, and local laws, regulations, and ordinances.

4.6 Service Rates. Tyler shall publish and provide to the CUC and End Users an annual price list ("Exhibit C") for its hourly time and materials service rates, which shall be in effect for the then current calendar year.

4.7 CUC Trade Name. Notwithstanding anything herein to the contrary, Tyler shall not use any name, trademark, or trade name of the CUC, directly or indirectly, whether in connection with advertising or otherwise, without the prior signed, written consent of the CUC as to each circumstance and occasion of use. Tyler shall not claim that the CUC endorses its products or services without the prior signed, written consent of the CUC. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for Tyler individually or jointly with others, or any subcontractors, with respect to this agreement or any services or Deliverables provided herein.

5. ADDITIONAL RESPONSIBILITIES AND COVENANTS

5.1 CUC as End User Services Aggregator for Enterprise Modifications. The CUC, as a representative of Member Counties, shall manage the relationship of End Users and shall have the authority to represent the End Users collectively for the purpose of identifying and requesting the development of Enterprise Modifications on behalf of the End Users in consideration for the payment of the Enterprise Modification fee as more particularly set forth in this Section 5.1.

(a) After the execution of this Agreement, Tyler agrees to work in good faith with the CUC Technical Committee for the purposes of collecting and analyzing sufficient data to further refine and define in detail additional Enterprise Modifications. After the parties collect and analyze sufficient data to adequately identify and define in detail the scope of any Enterprise Modification, Tyler shall then discuss with the CUC Technical Committee the specifications, conduct a detailed analysis with respect to the Enterprise Modifications, and present to the CUC Technical Committee a detailed written report with respect to the findings of such analysis. For each Enterprise Modification authorized by the CUC Technical Committee pursuant to a signed writing, Tyler shall prepare a CPD document, at the CUC's expense, and deliver it to the CUC Technical Committee for inspection and approval. Upon approval by the CUC Technical Committee, Tyler shall develop and implement the Enterprise Modifications into the Court Admin System on an hourly basis in accordance with the timetable set forth in the applicable CPD document. In no event shall Tyler be responsible to the CUC for delays attributable to the CUC's failure to timely inspect and approve a CPD Document. Tyler shall perform its functions hereunder, and shall invoice the CUC, on an hourly basis.

(b) Upon delivery, installation, and diagnostic testing of Enterprise Modifications to the CUC Technical Committee, and regardless of whether or not the CUC supplies any test scripts, Tyler shall perform its standard test procedures set forth in the applicable CPD document and shall certify to the CUC Technical Committee that the Enterprise Modifications in each applicable phase is operating in accordance with the specifications and shall demonstrate such successful operation to the CUC Technical Committee (the "Verification Procedure"). Any defect to an Enterprise Modification that is revealed during the Verification Procedure shall be promptly corrected by Tyler, and appropriate documentation for such correction shall be produced and delivered to the CUC Technical Committee within thirty (30) days of such correction. The CUC Technical Committee, in its sole and absolute discretion, may monitor the Verification Procedure. As part of the Verification Procedure, the CUC Technical Committee may, but is not required to, submit to Tyler functional test scripts for each Enterprise Modification, which test scripts will be consistent with the CPD document and will be used by the CUC Technical Committee for purposes of verification testing of the Enterprise Modification. Tyler shall provide to the CUC Technical Committee for its internal use a Test Script Sample Set containing test scripts that the CUC Technical Committee may use as examples for the development of its test scripts. The parties must agree on the specifics of any supplied test scripts in order for the test scripts to become a part of the Verification Procedures. The parties will promptly, but in any event not less than five Business Days, meet in good

faith to resolve any issues or disagreements associated with each test script supplied by the CUC Technical Committee. The CUC Technical Committee or End User supplied test scripts, if any, will be in addition to Tyler's Verification Procedures. Upon completion of the Verification Procedure, the Enterprise Modifications shall be deemed part of the Judicial Software subject to the End User License Agreements.

(c) Enterprise Modifications shall be performed by Tyler at its then current published rates; provided, however, that the CUC shall have the option to purchase, in advance, and on behalf of the End Users 1,000-hour individual blocks of service hours at a discount of 15% off the then current published rates. In no event, however, shall the CUC purchase more than five (5) discounted 1,000-hour blocks in any given calendar year. The CUC may exercise this option by providing Tyler with written notice of its intent to do so, along with an appropriate purchase requisition.

(d) The CUC shall have the option to require Tyler to provide a full-time, dedicated employee to serve as the Enterprise Modification coordinator for a six-month period for $90,000, which shall be due and payable in advance. The CUC may exercise this option by providing Tyler with written notice of its intent to do so, along with an appropriate purchase requisition.

(e) Once the CUC collects and remits to Tyler $2 million in license fees pursuant to this Agreement, then for each $1 million of additional license fees collected and paid to Tyler by the CUC under this Agreement, the CUC shall have the option to purchase, in advance, on behalf of the End Users one (1) 500-hour block of services hours at a rate of $85 per hour. The CUC may exercise this option by providing Tyler with written notice of its intent to do so, along with an appropriate purchase requisition.

5.2 Multi-Jurisdictional Software. Upon the written request of the CUC, Tyler shall meet with the CUC Technical Committee for the purpose of discussing the development of a multi-jurisdiction search module (the "Multi-Jurisdictional Software"), including any relevant specifications, scope, cost, and development timelines. Tyler shall be under no obligation to develop the Multi-Jurisdictional Software unless and until the parties execute a mutually agreeable document within 18 months of the Effective Date of this Agreement that sets forth, in detail, each of the party's respective obligations in connection therewith (including, without limitation, detailed functional specifications, cost and payment terms, scheduling of Tyler resources, development timetables, and other material terms) and Tyler receives sufficient evidence in its discretion that the CUC has the financial ability to pay for the Multi-Jurisdictional Software. Such agreement shall provide that Tyler shall own all intellectual property rights in and to the Multi-Jurisdictional Software, that the CUC shall have exclusive rights to license the Multi-Jurisdictional Software, on a royalty-free basis, only to Counties within the State of Texas, and Tyler shall receive agreed upon maintenance and support fees for any such license issued by the CUC. All activities of Tyler pursuant to this Section 5.2 shall be billed to the CUC at Tyler's then current standard hourly rates. The CUC shall not be entitled to utilize any block or other service rate discounts provided for in this Agreement in connection with the Multi-Jurisdictional Software.

6. PAYMENT OBLIGATIONS

6.1 CUC Performance Bonus. Once the CUC collects and remits to Tyler an initial $2,000,000 in Judicial Software license fees pursuant to this Agreement, Tyler shall remit to the CUC a one-time performance bonus in the amount of $379,500, provided however that the CUC shall only be eligible for such one-time performance bonus if End User License Agreements for the initial $2,000,000 in Judicial Software license fees are fully executed on or before December 31, 2010. No bonus payment shall be made while the CUC or any End User is delinquent on any Tyler invoices.

6.2 License Fees. The CUC shall invoice and timely collect and promptly pay to Tyler all applicable license fees from End Users under the terms of the applicable End User License Agreement. Tyler shall notify the CUC upon the achievement of "operational use" as that term is defined in the End User License Agreement, and shall invoice the CUC for the applicable license fees when due.

6.3 Tyler Service Charges. Tyler shall invoice and collect directly from End Users all hourly services charges incurred by each End User and expenses incurred by Tyler on behalf of such End User, all in accordance with the End User License Agreement executed between Tyler and the applicable End User. Tyler shall invoice and collect directly from the CUC all hourly services charges incurred in the development of Enterprise Modifications.

6.4 Maintenance and Support Service Charges.

(a) Software Provider shall invoice the CUC for maintenance and support fees incurred by a Participating County in accordance with the terms of the Standard Maintenance Agreement, which, in any event, shall provide that the maintenance and support fees shall be billed annually in advance. Software Provider shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the Standard Maintenance Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing each Participating County and collecting payments from the applicable Participating County with respect to the maintenance and support fees. The CUC shall promptly, but in any event within five (5) business days, remit to Tyler all maintenance and support fees collected on behalf of a Participating County. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Software Provider shall have the right, in its sole discretion and upon written notice to the CUC and the affected Participating County, to invoice such Participating County directly for all future maintenance and support services.

(b) In order to encourage prompt and timely payment of the maintenance and support fees by each Participating County, each Participation Agreement shall provide for the following: (i) all maintenance and support fees shall be due and payable by the Participating County to the CUC within thirty (30) days of its receipt of an invoice from the CUC; (ii) interest shall accrue, and the Participating County shall be liable for such interest, on all late payments of maintenance and support fees as set forth in Section 4.5; (iii) Software Provider may, in its sole discretion, suspend maintenance and support services with respect to a Participating County for all outstanding invoices that are sixty (60) days or more past due; and (iv) in the event that Software Provider suspends maintenance and support services for a Participating County, such Participating County may reinstate maintenance and support (1) if the lapsed period were less than 12 months, by paying 75% of the maintenance and support fees that would have been owed by the Participating County during the lapsed period plus the

maintenance and support fees for the then upcoming maintenance year, or (2) if the lapsed period were more 12 months or more, by paying 100% of the maintenance and support fees that would have been owed by the Participating County during the lapsed period plus the maintenance and support fees for the then upcoming maintenance year.6.5 Invoice and Payment. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. The interest rate shall be the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest begins to accrue on the thirty first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date the End User mails or electronically transmits the payment.

7. PROPERTY RIGHTS

7.1 Title. Tyler represents and warrants that it is the owner of all right, title, and interest in and to the Products (other than embedded third party software or other third person software) and all components and copies thereof. Nothing in this Agreement or any End User License Agreement shall be deemed to vest in the CUC or any End User any ownership or intellectual property rights in and to the Tyler's intellectual property, any components and copies thereof, or any derivative works based thereon prepared by Tyler.

7.2 No Other Rights. The CUC may not, directly or indirectly, in any form or manner, copy, distribute, reproduce, incorporate, use or allow access to, the Products, or modify, prepare derivative works of, decompile, reverse engineer, disassemble, or otherwise attempt to derive source code or object code from the Products, except as explicitly permitted under this Agreement or otherwise agreed in writing.

7.3 Use of Trademarks and Trade Names. During the Term of this Agreement, Tyler grants the CUC a non-exclusive and non-transferable license to the trademarks, marks, and trade names (collectively, the "Tyler Trademarks") that Tyler may adopt from time to time solely in connection with the marketing, advertising, and distribution of the Products. Nothing herein shall grant the CUC any right, title, or interest in the Tyler Trademarks.

8. CONFIDENTIAL INFORMATION

8.1 Non-Disclosure. The CUC will not disclose, disseminate, transmit, publish, distribute, make available, or otherwise convey Tyler Confidential Information, and the CUC will not use, make, sell, or otherwise exploit any such Tyler Confidential Information for any purpose other than performance of this Agreement, without Tyler's written consent except: (i) as may be required by law, regulation, judicial or administrative process; or (ii) as required in litigation pertaining to this Agreement, provided Tyler is given advance notice of such intended disclosure in order to permit Tyler the opportunity to seek a protective order. The CUC will ensure that all of its respective employees shall abide by the terms of this Section 8.1 and will be responsible for breaches by such persons.

8.2 Legal Proceedings. If the CUC is requested or required (by oral questions, interrogatories, requests for information or documents in legal proceedings, subpoena, civil investigative demand or other similar process) to disclose any Tyler Confidential Information, then the CUC shall provide Tyler with prompt written notice of such request or requirement

so that Tyler may seek protective orders or other appropriate remedies and/or waive compliance with the provisions of this Agreement. If, in the absence of a protective order or other remedy or the receipt of a waiver by Tyler, the CUC nonetheless is legally compelled to disclose Tyler Confidential Information to any court or tribunal or else would stand liable for contempt or suffer other censure or penalty, the CUC may, without liability herein, disclose to such court or tribunal only that portion of the Tyler Confidential Information which the court requires the CUC to disclose, provided that the CUC, at Tyler's expense, use reasonable efforts to preserve the confidentiality of the Tyler Confidential Information, including, without limitation, by cooperating with Tyler to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information by such court or tribunal.

9. REPRESENTATIONS AND WARRANTIES

9.1 Standard Warranty to End Users. Tyler shall provide to each End User the representations and warranties set forth in the End User License Agreement, and the CUC shall be entitled to pass on to End Users the representations and warranties set forth in the End User License Agreement.

9.2 **NO OTHER WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH IN THE APPLICABLE END USER LICENSE AGREEMENT, TYLER DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

10. LIMITATION OF LIABILITY

THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO THE ENTERPRISE MODIFICATION FEE. THE LIABILITY OF TYLER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH AN END USER LICENSE AGREEMENT OR STANDARD MAINTENANCE AGREEMENT SHALL BE GOVERNED BY THE TERMS OF SUCH APPLICABLE AGREEMENT. IN NO EVENT SHALL THE CUC HAVE THE RIGHT TO ENFORCE ANY PROVISION OF AN END USER LICENSE AGREEMENT OR STANDARD MAINTENANCE AGREEMENT, UNLESS THE CUC SHALL BE A PARTY THERETO.

IN NO EVENT SHALL TYLER OR THE CUC BE LIABLE (NOR TO ANY PERSON CLAIMING ANY RIGHT, TITLE, OR INTEREST DERIVED FROM OR AS SUCCESSOR TO THE CUC OR PARTICIPATING COUNTY'S RIGHT, TITLE, AND INTEREST) FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR LOSS OF BUSINESS OR LOSS OF DATA ARISING OUT OF THIS AGREEMENT, IRRESPECTIVE OF WHETHER THE PARTIES HAVE ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGE.

THE FOREGOING LIMITATIONS OF LIABILITY SET FORTH IN THIS SECTION 10 SHALL NOT APPLY WITH RESPECT TO: (A) DAMAGES OCCASIONED BY THE FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCTOF EITHER PARTY; (B) CLAIMS THAT ARE THE

SUBJECT OF INDEMNIFICATION UNDER SECTION 11 OF THIS AGREEMENT; OR (C) DAMAGES OCCASIONED BY VIOLATION OF LAW.

11. INDEMNIFICATION

11.1 Breach of End User License Agreement or Standard Maintenance Agreement. Tyler shall defend, indemnify, hold, and save harmless the CUC and its employees, agents, successors, and assigns from and against any and all Claims by an End User for breach by Tyler of the applicable End User License Agreement or Standard Maintenance Agreement.

11.2 General – Bodily Injury and Property Damage. Tyler shall defend, indemnify, hold, and save harmless the CUC and its employees, agents, successors, and assigns from and against any and all Claims arising from Tyler's participation in this Agreement for bodily injury or property damage sustained by or asserted against the CUC arising out of, resulting from, or attributable to the negligent or willful misconduct of Tyler, its employees, subcontractors, consultants, representatives, and agents; provided, however, that Tyler shall not be liable herein to indemnify the CUC against liability for damages arising out of bodily injury to people or damage to property to the extent that such bodily injury or property damage is caused by or resulting from the actions, negligent or otherwise, of the CUC or any other third party.

11.3 Intellectual Property. If any claim is asserted, or action or proceeding brought against the CUC that alleges that all or any part of the Products, in the form supplied, or modified by Tyler, or its subcontractors pursuant to Tyler's sole directions, infringes or misappropriates any United States intellectual property, intangible asset, or other proprietary right, title or interest (including, without limitation, any copyright or patent or any trade secret right, title, or interest), or violates any other contract, license, grant, or other proprietary right of any third party, the CUC, upon its awareness, shall give Tyler prompt written notice thereof. Tyler shall defend, and hold the CUC harmless against any such claim or action with counsel of Tyler's choice and at Tyler's expense and shall indemnify the CUC against any liability, damages and costs resulting from such claim. Without waiving any rights pursuant to sovereign immunity, the CUC shall cooperate with Tyler in the defense of any claim, action or proceeding and shall, if appropriate, make employees available as Tyler may reasonably request with regard to such defense. This indemnity does not apply to the extent that such a claim is attributable to modifications to the Judicial Software made by the CUC or any third party pursuant to the CUC's directions, or upon the unauthorized use of the Judicial Software by the CUC.

12. INSURANCE

Tyler covenants that it shall provide and maintain the following insurance:

12.1 Commercial General Liability Insurance. Commercial liability insurance, including bodily injury, property damage, and products/completed operations coverage in the amount of not less than five million dollars ($5,000,000) each occurrence or aggregate where applicable.

12.2 Property Insurance. Property insurance shall be secured in amounts appropriate to adequately cover the business and personal property of Tyler, with no risk to any co-insurance penalty.

12.3 Workers' Compensation and Employer's Liability Insurance. Workers' compensation coverage providing statutory benefits and employer's liability insurance with minimum limits of one million dollars ($1,000,000) each accident/each employee covering all employees.

12.4 Additional Insured Endorsement. Any liability policy required hereunder shall contain an endorsement which applies such policy's coverage to CUC, and the officers, agents, employees and volunteers of CUC, individually and collectively as additional insureds. All liability insurance policies shall name the CUC as an additional insured. Furthermore, the Workers Compensation and Liability Insurance carriers shall grant a waiver of subrogation in the CUC's favor.

13. TERM, SUSPENSION, AND TERMINATION

13.1 Term. The term of this Agreement shall commence on the Effective Date and shall continue until the sooner of: (a) December 31, 2014; and (b) the Agreement is terminated as provided herein (the "Term").

13.2 Termination for Cause. Either party may terminate this Agreement for Cause, provided that such party follows the procedures set forth in this Section 13.2.

(a) For purposes of this Section, "Cause" means either: (i) a material breach of this Agreement, which has not been cured within thirty (30) days of the date such party receives written notice of such breach; (ii) breach of Section 8; or (iii) if Tyler becomes insolvent or bankrupt, or is the subject of any proceedings relating to its liquidation or insolvency or for the appointment of a receiver or similar officer for it, has a receiver of its assets or property appointed or makes an assignment for the benefit of all or substantially all of its creditors, or institutes or causes to be instituted any proceeding in bankruptcy or reorganization or rearrangement of its affairs.

(b) No party may terminate this Agreement until it notifies the other party in writing of the existence of such material breach, provides the alleged breaching party with thirty (30) days to cure such alleged breach, and cooperates with the alleged breaching party during such thirty (30) day period on a good faith basis to cure such alleged breach. The cooperation procedures set forth in this Section 13.2(b) do not apply for a termination for Cause as defined in Section 13.2(a)(ii) or (iii) or if the CUC fails to timely pay any obligation when due to Tyler.

(c) In the event either party terminates this Agreement pursuant to this Section 13.2, each party shall return all products, documentation, confidential information, and other information disclosed or otherwise delivered to the other party prior to such termination, and each party may pursue all legal remedies available pursuant to or arising from this Agreement. In no event shall a termination of this Agreement affect the rights and obligations of Tyler or an End User under an executed End User License Agreement or Standard Maintenance Agreement.

13.3 Survival. The following provisions shall survive any termination of this Agreement: 6; 7; 8; 9; 10; 11; 13; and 14.

14. MISCELLANEOUS

14.1 Assignment. Neither party may assign this Agreement or any of its respective rights or obligations herein to any third party without the express written consent of the other party, which consent shall not be unreasonably withheld.

14.2 Cumulative Remedies. Except as specifically provided herein, no remedy made available herein is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy provided herein or available at law or in equity.

14.3 Notices. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by certified or registered mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above (or, in the case of a End User, as set forth in the Participation Agreement), or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.

14.4 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14.5 Waiver. The performance of any obligation required of a party herein may be waived only by a written waiver signed by the other parties, which waiver shall be effective only with respect to the specific obligation described therein.

14.6 Entire Agreement. This Agreement constitutes the entire understanding and contract between the parties and supersedes any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter hereof.

14.7 Amendment. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by the properly delegated authority of each party. All amendments or modifications of this Agreement shall be binding upon the parties despite any lack of consideration.

14.8 Severability of Provisions. In the event any provision hereof is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms.

14.9 Relationship of parties. The parties intend that the relationship between the parties created pursuant to or arising from this Agreement is that of an independent contractor only. Each party shall be solely responsible for all matters relating to, associated with, or arising from the payment of such party's employees, including, without limitation, compliance with social security, disability insurance, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever, as well as all employment reporting for such party or any of its employees or agents. Neither party shall be considered an employee of the other party for any purpose, and shall not be entitled to any of the benefits or rights afforded to employees of the other party, including, without limitation, sick leave, vacation leave, holiday pay, public employees retirement system benefits (if applicable), or insurance benefits.

14.10 Governing Law. Any dispute arising out of or relating to this Agreement or

the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

14.11 Non-Discrimination. This Agreement is subject to applicable federal and state laws and executive orders relating to equal opportunity and nondiscrimination in employment. Neither Tyler nor its agents or subcontractors shall discriminate in their employment practices against any person by reason of disability, age, race, religion, color, sex, national origin, creed, political affiliation, or veteran status. In addition, Tyler assures that no person will, on the grounds of disability, age, race, creed, national origin, color, religion, sex, political affiliation, or veteran status, be excluded from, be denied the benefit of or be subjected to discrimination pursuant to or arising from any program or activity funded in whole or in part pursuant to or arising from this Agreement. Tyler agrees to comply, and to cause its agents and subcontractors to comply, with the provisions of said laws and orders to the extent any such laws and orders are applicable in the performance of this Agreement.

14.12 No Third party Beneficiaries. Nothing in this Agreement is intended to benefit, create any rights in, or otherwise vest any rights upon any third party, including any County (except to the extent that a County becomes an End User and executes an End User License Agreement).

14.13 Contra Proferentem. The doctrine of *contra proferentem* shall not apply to this Agreement. If an ambiguity exists in this Agreement, or in a specific provision, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

14.14 Force Majeure. No party to this Agreement shall be liable for delay or failure in the performance of its contractual obligations arising from any one or more events that are beyond its reasonable control, including, without limitation, acts of God, war, terrorism, and riot. Notwithstanding the foregoing, in every case the delay or failure to perform must be beyond the control and without the fault or negligence of the party claiming excusable delay.

14.15 Equitable Relief. The CUC agrees that any violation of this Agreement by the such party with respect to its respective obligations set forth in Section 8 shall cause irreparable injury to Tyler and shall entitle Tyler to extraordinary and equitable relief by a court of competent jurisdiction, including, without limitation, temporary restraining orders and preliminary and permanent injunctions, without the necessity of posting bond or security.

MASTER AGREEMENT
EXHIBIT A – PRICE LIST

Cat	County Population	Undiscounted Member County License Fee	Discounted License Fee (Member Counties before 12/31/2010)	Member Counties after 12/31/2010 or Non-Member Counties
1	1-19,999	140,000	126,000	187,000
2	20,000-29,999	200,000	180,000	277,000
3	30,000-49,999	250,000	225,000	355,000
4	50,000-74,999	350,000	315,000	512,000
5	75,000-149,999	575,000	517,500	751,000
6	150,000-499,999	775,000	697,500	1,040,000
7	500,000-999,999	1,295,000	1,165,500	1,354,000
8	1,000,000-1,749,999	1,750,000	1,575,000	2,080,000
9	1,750,000-2,499,999	1,830,000	1,647,000	3,039,000
10	2,500,000-4,000,000	3,150,000	2,835,000	4,109,000

Individual Case Type License Fees:

- District Clerk Civil / Family – 25% of Undiscounted Member County License Fee(or Enterprise License Fee, as appropriate)
- County Clerk Civil / Probate – 25% of Undiscounted Member County License Fee (or Enterprise License Fee, as appropriate)
- Criminal (District & County) – 50% of Undiscounted Member County License Fee (or Enterprise License Fee, as appropriate)
- Justice of the Peace – 30% of Undiscounted Member County License Fee)or Enterprise License Fee, as appropriate)

ANNUAL MAINTENANCE & SUPPORT PRICING

Tier 2 Maintenance & Support:	18% of License Fee
Tier 1 Maintenance & Support:	21% of License Fee

MASTER AGREEMENT
EXHIBIT B - OPTIONAL SOFTWARE PRICE LIST
As of 7/27/2010

Section 1. Optional Applications and Modules

Category:	1	2	3	4	5	6	7	8	9	10
Example Clients	Franklin	Gillespie	Kerr	Rockwell	Gregg	Lubbock	Collin	Bexar	Dallas, NM	Harris
				Glynn	Monroe, Rockd	Lehigh	Lee	NH, Orange	Dade, Wayne	
APPLICATIONS	1	20,000	30,000	50,000	75,000	150,000	500,000	1,000,000	1,750,000	2,500,000
(Based on Population)	19,999	29,999	49,999	74,999	149,999	499,999	999,999	1,749,999	2,499,999	3,999,999
ODYSSEY Session Works: Judges Edition										
Per Judge (10% discount 5 or More, 20% discount 10 or more)	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000
ODYSSEY CHECK MANAGER	14,000	20,000	26,000	37,000	54,000	75,000	98,000	150,000	219,000	297,000
Check Manager Merchant Website	2,000	2,000	3,000	4,000	5,000	7,000	9,000	14,000	20,000	27,000
ODYSSEY SUPERVISION	24,000	35,000	45,000	65,000	96,000	132,000	172,000	264,000	386,000	522,000
ODYSSEY LAW ENFORCEMENT RMS	16,000	23,000	29,000	42,000	62,000	85,000	111,000	170,000	249,000	336,000
TYLER JURY	11,000	16,000	21,000	30,000	44,000	60,000	78,000	120,000	176,000	237,000
Category:	1	2	3	4	5	6	7	8	9	10
APPLICATIONS	1	10	25	50	100	150	250	1,000	2,000	3,000
(Based on Jail Beds)	9	24	49	99	149	249	999	1,999	2,999	3,999
ODYSSEY JAIL MANAGER										
Jail Management	34,000	53,000	84,000	150,000	180,000	250,000	375,000	450,000	1,000,000	1,500,000
Mugshots	3,000	4,000	7,000	12,000	14,000	19,000	29,000	34,000	75,000	113,000
Jail Commissary Interface	2,000	3,000	5,000	8,000	9,000	13,000	19,000	23,000	50,000	75,000
NorthPointe Classification System	5,880	5,880	5,880	6,374	9,900	15,600	20,340	24,420	24,420	24,420

Section 2. Optional Add-on Features

Category:	1	2	3	4	5	6	7	8	9	10	MEGA
Example Clients	Franklin	Gillespie	Kerr	Rockwall	Gregg	Lubbock	Collin	Bexar	Dallas, NM	Harris	
				Glynn	Monroe, Rockd	Lehigh	Lee	NM, Orange	Dade, Wayne		
ODYSSEY FUNCTIONAL OPTIONS	1	20,000	30,000	50,000	75,000	150,000	500,000	1,000,000	1,750,000	2,500,000	4,000,000
(By Population)	19,999	29,999	49,999	74,999	149,999	499,999	999,999	1,749,999	2,499,999	3,999,999	Greater
				**** See Feature Sheets for Implementation details, Installation, other costs ****							
Document Management											
Enterprise DMS Single Doc Scan/Attach	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	
Auto Attach (Req Enterprise)	5,000	7,000	9,000	13,000	19,000	26,000	34,000	52,000	76,000	103,000	
Record on Appeal Creator	3,000	4,000	5,000	7,000	10,000	13,000	17,000	26,000	38,000	52,000	
e Signatures + merged to TIFF (Future)	9,000	13,000	16,000	24,000	34,000	47,000	62,000	94,000	138,000	186,000	
Merged to TIFF Only (Future)	2,000	3,000	4,000	5,000	7,000	9,000	12,000	18,000	27,000	36,000	
Citation Image Zoom											
TX per IP (see standard [illegible] Package)	2,000	2,000	2,000	2,500	3,750	5,000	6,500	10,000	14,750	19,750	
National	4,000	6,000	7,000	10,000	15,000	20,000	26,000	40,000	59,000	79,000	
Distributed Storage											
Server License	16,000	23,000	29,000	42,000	62,000	85,000	111,000	170,000	249,000	336,000	
Each Local Store	3,000	4,000	6,000	8,000	11,000	15,000	15,000	15,000	15,000	15,000	SEE SALES MANAGER
Public Access											
Public Access Basic	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	
Agency Secure Access	1,000	2,000	2,000	3,000	4,000	5,000	7,000	10,000	15,000	20,000	
Attorney Secure Access	2,000	3,000	4,000	5,000	7,000	9,000	12,000	18,000	27,000	36,000	
Online Documents	3,000	4,000	5,000	6,000	9,000	12,000	16,000	24,000	36,000	48,000	
Court Data Download	3,000	4,000	5,000	6,000	9,000	12,000	16,000	24,000	36,000	48,000	

Category:	1	2	3	4	5	6	7	8	9	10	MEGA
MISC / TOOLS	1	20,000	30,000	50,000	75,000	150,000	500,000	1,000,000	1,750,000	2,500,000	4,000,000
(By Population)	19,999	29,999	49,999	74,999	149,999	499,999	999,999	1,749,999	2,499,999	3,999,999	Greater
				**** See Feature Sheets for Implementation details, Installation, other costs ****							
Mass Party Merge	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	
Configuration Tools Simple	2,000	3,000	4,000	5,000	7,000	9,000	12,000	18,000	27,000	36,000	
Configuration Tools Complex	2,000	3,000	4,000	6,000	8,000	11,000	15,000	22,000	33,000	44,000	
Configuration Tools Security	3,000	4,000	5,000	7,000	11,000	14,000	19,000	28,000	41,000	56,000	
Configuration Tools All	6,000	8,000	11,000	15,000	22,000	30,000	39,000	60,000	88,000	119,000	
Multijurisdictional Configuration Tools					See Sales Manager						
Alt #1 Web Reports Framework	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	Standard	
Custom Reporting	6,000	8,000	11,000	15,000	22,000	30,000	39,000	60,000	88,000	119,000	
Geospatial Mapping	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	5,000	
Mobile Civil Papers					Will be included in product						

Category:	1	2	3	4	5	6	7	8	9	10	
Business Intelligence	1	20,000	30,000	50,000	75,000	150,000	500,000	1,000,000	1,750,000	2,500,000	
(By Population)	19,999	29,999	49,999	74,999	149,999	499,999	999,999	1,749,999	2,499,999	3,999,999	
Business Intelligence											
Enterprise - All Cubes, ALL BIP's	23,000	34,000	43,000	62,000	90,000	125,000	163,000	250,000	365,000	494,000	
Case Manager Cube	9,000	14,000	17,000	25,000	36,000	50,000	65,000	100,000	146,000	198,000	SEE SALES MGR
BIP #1 5 NCSC Metrics	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
BIP #2 Financial Manager	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
Jail Cube	5,000	7,000	9,000	13,000	18,000	25,000	33,000	50,000	73,000	99,000	
BIP #1 Base Jail Metrics	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
BIP #2 Enhanced Jail Metrics	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
ICJ Cube	5,000	7,000	9,000	13,000	18,000	25,000	33,000	50,000	73,000	99,000	
BIP #1 X Offate Metrics	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
BIP #2 Future	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
BIP#3-Future	2,000	3,000	4,000	5,000	8,000	10,000	13,000	20,000	30,000	40,000	
Subscription to Judicial Tyler Hosted Cube (Mont	1,000	1,000	1,000	2,000	2,000	2,500	4,000	5,000	8,000	10,000	
Subscription to each additional Cube (Monthly)	1,000	1,000	1,000	1,000	2,000	1,500	2,000	3,000	5,000	6,000	
Enterprise Subscription All Cubes, All BIP's (Mo	1,000	2,000	2,000	3,000	4,000	4,500	6,000	9,000	14,000	18,000	

Category:	1	2	3	4	5	6	7	8	9	10	MEGA
ODYSSEY INTERFACES	1	20,000	30,000	50,000	75,000	150,000	500,000	1,000,000	1,750,000	2,500,000	4,000,000
(By Population)	19,999	29,999	49,999	74,999	149,999	499,999	999,999	1,749,999	2,499,999	3,999,999	Greater
				**** See Feature Sheets for Implementation details, Installation, other costs ****							
Outlook/Exchange Calendar											
Session Sync (per client [illegible])	2500	2500	2500	2500	2500	2500	2500	2500	2500	2500	
Integration Toolkits											
Case Manager Libraries	15,000	20,000	40,000	50,000	50,000	100,000	100,000 *	125,000	125,000	150,000	
Jail Manager Libraries	7,500	10,000	20,000	25,000	25,000	50,000	50,000 *	62,500	62,500	75,000	
Third Party Connectors				**** In addition to Tyler connectors, features below require third party software & services ****							
Tyberia Connector	6,000	8,000	11,000	15,000	22,000	30,000	39,000	60,000	88,000	119,000	
Mentis Redaction Connector	4,000	6,000	7,000	10,000	15,000	20,000	26,000	40,000	59,000	79,000	SEE SALES MANAGER
Sonant Connector	4,000	6,000	7,000	10,000	15,000	20,000	26,000	40,000	59,000	79,000	
Generic E Filing Connector	6,000	8,000	11,000	15,000	22,000	30,000	39,000	60,000	88,000	119,000	
Third Party Tools											
MentisaRedact				Based on volumes. Please Contact your Tyler Sales Rep							

*See Exhibit A For Maintenance & Support Rates on Optional Applications, Modules, and Features

Section 3. Optional Add-on Features – Tyler Municipal Court

Product Description	0 - 5K Population Level A License Fees	5K - 10K Population Level B License Fees	10K - 15K Population Level C License Fees	15K - 20K Population Level D License Fees	20K - 25K Population Level E License Fees	25K - 35K Population Level F License Fees	35K - 45K Population Level G License Fees	45K - 55K Populatin Level H License Fees	55K - 65K Population Level I License Fees	65K - 75K Population Level J License Fees	75K - 100K Population Level K License Fees
Municipal Court Case Management											
Criminal Court Case Management	$ 5,500	$ 6,600	$ 11,000	$ 15,400	$ 17,600	$ 27,500	$ 33,000	$ 44,000	$ 55,000	$ 75,000	$ 100,000
Probation Management	$ 2,250	$ 2,500	$ 3,250	$ 3,750	$ 4,400	$ 6,875	$ 8,250	$ 11,000	$ 13,750	$ 18,750	$ 25,000
Prosecutor Management	$ 2,250	$ 2,500	$ 3,250	$ 3,750	$ 4,400	$ 6,875	$ 8,250	$ 11,000	$ 13,750	$ 18,750	$ 25,000
Civil Court Case Management	$ 2,750	$ 3,300	$ 5,500	$ 7,700	$ 8,800	$ 13,750	$ 16,500	$ 22,000	$ 27,500	$ 37,500	$ 50,000
Centralized Cash Collections	$ 880	$ 1,100	$ 1,650	$ 2,200	$ 2,750	$ 3,300	$ 4,400	$ 6,600	$ 6,600	$ 8,250	$ 9,900
INCODE Scheduling	$ 2,750	$ 4,000	$ 4,500	$ 5,100	$ 5,700	$ 6,300	$ 6,900	$ 7,500	$ 8,100	$ 8,500	$ 10,500
- Warrants											
- Macros											
- Citation Import											
Citation Issuing Device Interface	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000	$ 4,000
INCODE Court Web Services	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400
Texas TLETS Warrant Interface	$ 5,500	$ 5,500	$ 5,500	$ 8,800	$ 8,800	$ 8,800	$ 11,000	$ 11,000	$ 13,200	$ 13,200	$ 16,500
Court/Police (Non-INCODE) Interface	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500
- Import or Export of warrants/dispositions											
General Ledger Interface (Non-INCODE)	$ 3,300	$ 3,575	$ 3,575	$ 3,575	$ 3,850	$ 3,850	$ 4,400	$ 4,400	$ 4,950	$ 5,500	$ 5,500
GIS/Street Index Extract	$ 3,300	$ 3,575	$ 3,575	$ 3,575	$ 3,850	$ 3,850	$ 4,400	$ 4,400	$ 4,950	$ 5,500	$ 5,500
Red Light Camera Interface	$ 3,300	$ 3,850	$ 4,400	$ 4,950	$ 5,500	$ 6,050	$ 6,600	$ 7,150	$ 7,700	$ 8,250	$ 8,800
Collection Agency Export Interface	$ 1,100	$ 1,650	$ 2,200	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750
SETCIC (Harris Co Courts) Collections Export Interface	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 1,100	$ 1,100
Tyler Output Processor Server	$ 1,100	$ 1,100	$ 1,650	$ 2,310	$ 2,640	$ 4,125	$ 4,950	$ 6,600	$ 8,250	$ 11,250	$ 15,000
Tyler Content Management	$ 2,500	$ 2,500	$ 3,300	$ 4,620	$ 5,280	$ 8,250	$ 9,900	$ 13,200	$ 16,500	$ 22,500	$ 30,000

Product Description	100K - 200K Population Level L License Fees	200K - 300K Population Level M License Fees	300K - 400K Population Level N License Fees	400K - 500K Population Level O License Fees	500K - 600K Population Level P License Fees	600K - 700K Population Level Q License Fees	700K - 800K Population Level R License Fees	800K - 900K Population Level S License Fees	900K - 1.0M Population Level T License Fees	1.0M - 1.5M Population Level U License Fees
Municipal Court Case Management										
Criminal Court Case Management	$ 200,000	$ 300,000	$ 400,000	$ 500,000	$ 600,000	$ 700,000	$ 800,000	$ 900,000	$ 1,000,000	$ 1,500,000
Probation Management	$ 50,000	$ 75,000	$ 100,000	$ 125,000	$ 150,000	$ 175,000	$ 200,000	$ 225,000	$ 250,000	$ 375,000
Prosecutor Management	$ 50,000	$ 75,000	$ 100,000	$ 125,000	$ 150,000	$ 175,000	$ 200,000	$ 225,000	$ 250,000	$ 375,000
Civil Court Case Management	$ 100,000	$ 150,000	$ 200,000	$ 250,000	$ 300,000	$ 350,000	$ 400,000	$ 450,000	$ 500,000	$ 750,000
Centralized Cash Collections	$ 15,000	$ 20,000	$ 25,000	$ 30,000	$ 35,000	$ 40,000	$ 40,000	$ 50,000	$ 50,000	$ 60,000
INCODE Scheduling	$ 15,000	$ 20,000	$ 25,000	$ 30,000	$ 35,000	$ 40,000	$ 40,000	$ 50,000	$ 50,000	$ 60,000
- Warrants										
- Macros										
- Citation Import										
Citation Issuing Device Interface	$ 10,000	$ 15,000	$ 15,000	$ 20,000	$ 20,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000	$ 25,000
INCODE Court Web Services	$ 8,800	$ 15,000	$ 20,000	$ 25,000	$ 25,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000
Texas TLETS Warrant Interface	$ 20,000	$ 30,000	$ 40,000	$ 50,000	$ 50,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000
Court/Police (Non-INCODE) Interface	$ 10,000	$ 15,000	$ 20,000	$ 25,000	$ 25,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000
- Import or Export of warrants/dispositions										
General Ledger Interface (Non-INCODE)	$ 10,000	$ 15,000	$ 20,000	$ 25,000	$ 25,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000
GIS/Street Index Extract	$ 10,000	$ 15,000	$ 20,000	$ 25,000	$ 25,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000
Red Light Camera Interface	$ 20,000	$ 30,000	$ 40,000	$ 50,000	$ 50,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000	$ 60,000
Collection Agency Export Interface	$ 10,000	$ 15,000	$ 20,000	$ 25,000	$ 25,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000
SETCIC (Harris Co Courts) Collections Export Interface	$ 10,000	$ 15,000	$ 20,000	$ 25,000	$ 25,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000	$ 30,000
Tyler Output Processor Server	$ 30,000	$ 45,000	$ 60,000	$ 75,000	$ 90,000	$ 105,000	$ 120,000	$ 135,000	$ 150,000	$ 225,000
Tyler Content Management	$ 60,000	$ 90,000	$ 120,000	$ 150,000	$ 180,000	$ 210,000	$ 240,000	$ 270,000	$ 300,000	$ 450,000

Maintenance and Support Services on Municipal Court software is 25% of License Fees.

Section 4. Optional Add-on Features – Tyler Public Safety

Product Description	0 - 10 Sworn Officers Level A License Fees	11 - 20 Sworn Officers Level B License Fees	21 - 30 Sworn Officers Level C License Fees	31 - 40 Sworn Officers Level D License Fees	41 - 50 Sworn Officers Level E License Fees	50 - 75 Sworn Officers Level F License Fees	76 - 100 Sworn Officers Level G License Fees	101 - 125 Sworn Officers Level H License Fees	126 - 150 Sworn Officers Level I License Fees	151 - 175 Sworn Officers Level J License Fees	176 - 300 Sworn Officers Level K License Fees
Tyler Public Safety											
Tyler Public Safety CAD											
CAD	$ 11,000	$ 13,200	$ 16,500	$ 19,800	$ 23,100	$ 29,700	$ 36,300	$ 42,900	$ 49,500	$ 56,100	$ 62,700
Dispatcher (additional seat)	$ 2,200	$ 2,475	$ 2,750	$ 3,300	$ 3,575	$ 3,850	$ 4,400	$ 4,950	$ 5,500	$ 5,500	$ 5,500
External Agency (per agency)	$ 825	$ 1,100	$ 1,375	$ 1,650	$ 1,925	$ 2,200	$ 2,475	$ 2,750	$ 3,025	$ 2,750	$ 2,750
E 911 Server Interface	$ 4,400	$ 4,950	$ 5,500	$ 6,050	$ 6,600	$ 7,700	$ 8,800	$ 9,900	$ 11,000	$ 12,100	$ 13,200
E 911 Client Interface (additional clients)	$ 550	$ 550	$ 550	$ 550	$ 825	$ 825	$ 1,100	$ 1,375	$ 1,650	$ 1,650	$ 1,650
NCIC Server Interface	$ 6,600	$ 6,600	$ 7,150	$ 7,700	$ 8,250	$ 9,900	$ 11,000	$ 12,100	$ 13,200	$ 14,300	$ 15,400
NCIC Client Interface (additional clients)	$ 825	$ 825	$ 1,100	$ 1,375	$ 1,650	$ 1,925	$ 2,200	$ 2,200	$ 2,200	$ 2,200	$ 2,200
CAD 24x7 Support	$ 5,000	$ 5,000	$ 6,000	$ 7,500	$ 7,500	$ 10,000	$ 10,000	$ 12,000	$ 15,000	$ 15,000	$ 20,000
When utilized each call $250											
Combined Search	$ 2,200	$ 2,475	$ 2,750	$ 3,300	$ 3,575	$ 3,850	$ 4,400	$ 4,950	$ 5,500	$ 5,500	$ 5,500
Tyler Public Safety Mobile Applications											
Mobile Communication Server	$ 7,700	$ 8,800	$ 9,900	$ 1,100	$ 12,100	$ 13,200	$ 16,500	$ 19,800	$ 23,100	$ 26,400	$ 30,000
Mobile RMS Client (per seat)	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C
Mobile CAD Client (per seat)	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650	$ 1,650
Mobile AVL Client (per seat)	$ 275	$ 275	$ 275	$ 275	$ 275	$ 275	$ 275	$ 275	$ 275	$ 275	$ 275
Mobile Citations Client (per seat)	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550
*** pricing subject to change based on # of mobile clients*											
Tyler Public Safety Mapping											
CAD Mapping Interface	$ 5,650	$ 5,650	$ 5,650	$ 5,650	$ 5,650	$ 5,650	$ 5,650	$ 5,650	$ 5,650	$ 5,650	$ 5,650
RMS Mapping Interface	$ 2,350	$ 2,350	$ 2,350	$ 2,350	$ 2,350	$ 2,350	$ 2,350	$ 2,350	$ 2,350	$ 2,350	$ 2,350
Tyler Public Safety RMS	$ 19,800	$ 26,400	$ 33,000	$ 39,600	$ 46,200	$ 44,400	$ 72,600	$ 85,800	$ 99,000	$ 112,200	$ 125,400
Base RMS System											
Case Management/Events Center	$ 6,600	$ 8,800	$ 11,000	$ 13,200	$ 15,400	$ 18,800	$ 24,200	$ 28,600	$ 33,000	$ 37,400	$ 41,800
Vehicle Impound	$ 1,650	$ 2,200	$ 2,750	$ 3,300	$ 3,850	$ 4,950	$ 6,050	$ 7,150	$ 6,050	$ 9,350	$ 10,450
Pawn Tickets	$ 1,100	$ 1,100	$ 1,375	$ 1,650	$ 1,925	$ 2,750	$ 3,300	$ 3,850	$ 3,850	$ 4,950	$ 5,500
Personnel	$ 2,200	$ 2,750	$ 3,300	$ 3,850	$ 4,400	$ 5,500	$ 6,600	$ 7,700	$ 7,150	$ 9,900	$ 11,000
Messaging/Message Board	$ 2,200	$ 2,750	$ 3,300	$ 3,850	$ 4,400	$ 5,500	$ 6,600	$ 7,700	$ 7,150	$ 9,900	$ 11,000
Jail Intake & Booking Module	$ 4,400	$ 4,950	$ 5,500	$ 6,050	$ 6,600	$ 7,700	$ 8,800	$ 9,900	$ 10,800	$ 12,100	$ 13,000
Tyler Public Safety Permits & Registration											
Alarm Tracking/Permitting	$ 1,100	$ 1,100	$ 1,375	$ 1,650	$ 1,925	$ 2,750	$ 3,300	$ 3,850	$ 4,450	$ 4,950	$ 5,500
Sex Offender Registration	$ 1,100	$ 1,100	$ 1,375	$ 1,650	$ 1,925	$ 2,750	$ 3,300	$ 3,850	$ 4,450	$ 4,950	$ 5,500
Pet Registration	$ 1,100	$ 1,375	$ 1,650	$ 1,925	$ 2,200	$ 2,750	$ 3,300	$ 3,850	$ 4,450	$ 4,950	$ 5,500
Bicycle Registration	$ 1,100	$ 1,375	$ 1,650	$ 1,925	$ 2,200	$ 2,750	$ 3,300	$ 3,850	$ 4,450	$ 4,950	$ 5,500
Tyler Public Safety Report Solutions											
Report Writer	$ 3,850	$ 4,125	$ 4,400	$ 4,675	$ 4,950	$ 5,500	$ 6,050	$ 6,600	$ 7,000	$ 7,700	$ 8,250
Additional Designer (per seat)	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550	$ 550
Tyler Public Safety Property Room/Evidence Management											
Property Room	$ 3,300	$ 4,400	$ 5,500	$ 6,600	$ 7,700	$ 9,900	$ 12,100	$ 14,300	$ 16,500	$ 18,700	$ 20,900
PDA Server Software	$ 2,200	$ 2,475	$ 2,750	$ 3,300	$ 3,850	$ 3,850	$ 4,400	$ 4,950	$ 5,500	$ 6,050	$ 6,600
PDA Interface (per handheld)	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330	$ 330
Tyler Public Safety Interfaces											
Tyler Court Case Management Interface	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C	N/C
Brazos Technology Citation Interface	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750	$ 2,750
Third Party Citation Issuing Device Interface	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000	$ 5,000
LEAP Interface	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500	$ 2,500
LiveScan Fingerprint System Interface	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400	$ 4,400
Firehouse CAD Monitor Interface	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500	$ 5,500
Accident Reporting Diagramming Software Interface	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000
CAD Call Sheet Export to Another TPS Agency	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500	$ 1,500

Maintenance and Support Services on Public Safety software is 25% of License Fees.

MASTER AGREEMENT
EXHIBIT C – 2009 T&M SERVICES HOURLY RATES

Project Management	$160.00 per hour
Technical Services	$149.00 per hour
Training Services	$138.00 per hour

MASTER AGREEMENT

EXHIBIT D – END USER LICENSE AGREEMENT AND STANDARD MAINTENANCE AGREEMENT

CUC Master Agreement
Amendment No. 2

This Amendment No. 2 (this "Amendment") to the Master Software License and Professional Services Agreement is entered into by and between Tyler Technologies, Inc., a Delaware corporation ("Tyler"), and the Texas Conference of Urban Counties, Inc. (the "CUC"). This Amendment shall become effective as of the last date set forth on the signature page below (the "Effective Date").

WHEREAS, on September 8, 2009, Tyler and the CUC entered into that certain CUC Master Agreement (the "Agreement"); and

WHEREAS, pursuant to Section 14.7 of the Agreement, Tyler and the CUC desire to amend the terms of the Agreement as more particularly described herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, along with other good and valuable consideration, the receipt and sufficiency of which both parties mutually acknowledge, the parties agree as follows:

1. Defined Terms. Terms used but not otherwise defined in this Amendment shall have the meaning assigned to such terms in the Agreement.

2. End Users. A County that acquires the rights to the Products pursuant to the applicable SaaS Agreement shall be considered End Users as defined in the Agreement.

3. SaaS Agreement means Tyler's standard Software as a Service and Professional Services Agreement, which is attached hereto as Exhibit E. The CUC shall ensure that all SaaS Agreements are properly executed by End Users, shall collect the SaaS Fee as set forth therein, and shall promptly deliver to Tyler all such SaaS Fees in accordance with the terms of such SaaS Agreement.

4. Budget Proposals. Upon the CUC identifying a County to Tyler as a potential End User who desires a Software as a Service solution, Tyler shall meet with the County and the CUC, at no cost, to prepare and issue a Budget Proposal, which shall occur within sixty (60) days of the date Tyler is notified by the CUC. Tyler shall negotiate in good faith any such Budget Proposal with the applicable County. A Budget Proposal shall be in effect for ninety (90) days unless otherwise agreed to in writing by Tyler, at which time it shall expire unless the County executes a SaaS Agreement. No Implementation Plan or further Notice to Proceed shall be required under this Section 4 unless requested by the County and incorporated into the terms of the SaaS Agreement.

5. Maintenance and Support. No separate Maintenance and Support Agreement shall be required if a County executes a SaaS Agreement.

6. Price List. The Price List amended to include the per user monthly pricing for Software as a Service as set forth in Exhibit A-1 and attached hereto. The per user monthly pricing set forth in Exhibit A-1 may not be discounted without Tyler's prior written consent.

7. SaaS Fees.

a. Tyler shall invoice the CUC for SaaS Fees incurred by an End User in accordance with the terms of the SaaS Agreement, which, in any event, shall provide that the SaaS Fees shall be billed annually in advance. Tyler shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the SaaS Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing each End User and collecting payments from the applicable End User with respect to the SaaS Fees. The CUC shall remit to Tyler all SaaS Fees collected on behalf of an End User, less a six percent (6%) administrative fee, which shall be retained by the CUC. The CUC shall make such remittances to Tyler promptly, but in no event later than thirty (30) business days after receipt by the CUC of SaaS Fees from an End User. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Tyler shall have the right, in its sole discretion and upon written notice to the CUC and the affected End User, to invoice such End User directly for all future SaaS Fees.

b. In order to encourage prompt and timely payment of the SaaS Fees by each End User, each SaaS Agreement shall provide for the following: (i) all SaaS Fees shall be due and payable by the End User to the CUC within thirty (30) days of its receipt of an invoice from the CUC; (ii) interest shall accrue, and the End User shall be liable for such interest, on all late payments of SaaS Fees as set forth in the SaaS Agreement; (iii) and Tyler may, in its sole discretion, suspend services or take other actions set forth in the SaaS Agreement with respect to an End User for all outstanding invoices that are sixty (60) days or more past due.

c. Invoice and Payment. Each invoice shall state the total invoiced amount and shall be accompanied by a reasonably detailed itemization of services and expenses. Any undisputed sum not paid when due shall bear interest calculated on an annual basis pursuant to Chapter 2251 of the Texas Government Code as follows. The interest rate shall be the sum of one percent and the prime rate as published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. Interest begins to accrue on the thirty first (31) day after the undisputed amount is due. Interest on an overdue payment stops accruing on the date the End User mails or electronically transmits the payment.

8. Benefits of Continued Participation in the CUC TechShare Program.

a. Any End User License Agreements or SaaS Agreements issued by Tyler to any End User after the Effective Date of this Amendment shall include provisions that make the following incentives contingent on continued participation in the CUC TechShare

program: (i) any waiver of Maintenance and Support Fees on CUC Enterprise Modifications; (ii) any limitations on annual increases on the rates for Annual Maintenance and Support; (iii) any limitations on annual increases on the rates for professional services; and (iv) any limitations on the increase of renewal rates for annual SaaS Fees. Tyler may issue SaaS Agreements or End User License Agreements to End Users without such contingency provisions only upon written authorization from the CUC.

b. During the Term of the Agreement, the pricing set forth in Exhibit A (Price List) for Tyler license fees to Member Counties or Texas Counties eligible for membership shall be more favorable than the pricing Tyler offers to the same counties outside this Agreement.

9. Maintenance and Support Service Charges. Section 6.4(a) of the Agreement is amended to read as follows:

(a) Software Provider shall invoice the CUC for maintenance and support fees incurred by a Participating County in accordance with the terms of the Standard Maintenance Agreement, which, in any event, shall provide that the maintenance and support fees shall be billed annually in advance. Software Provider shall use reasonable efforts to submit such invoices to the CUC sixty (60) days prior to the initial term of the Standard Maintenance Agreement or the anniversary thereof, as applicable. The CUC shall be responsible for invoicing each Participating County and collecting payments from the applicable Participating County with respect to the maintenance and support fees. The CUC shall promptly, but in any event within thirty (30) days of receipt of maintenance and support fees, remit to Tyler all maintenance and support fees collected on behalf of a Participating County. In the event that the CUC fails to timely perform its invoice, collection, and remittance obligations under this section, Software Provider shall have the right, in its sole discretion and upon written notice to the CUC and the affected Participating County, to invoice such Participating County directly for all future maintenance and support services.

10. Replacement of Exhibit A. Exhibit A to the Master Agreement (Price List) is hereby deleted in its entirety and replaced with the new Exhibit A (Price List).

11. Replacement of Exhibit D. Exhibit D to the Master Agreement (End User License Agreement and Standard Maintenance Agreement) is hereby deleted in its entirety and replaced with the new Exhibit D (End User License Agreement and Professional Services Agreement).

12. Conflict; Remaining Terms Unchanged; Entire Agreement; Further Amendment. To the extent any of the terms or provisions set forth in this Amendment conflict with the terms or provisions of the Agreement, as previously amended, the terms and provisions of this Amendment shall control. Except as specifically provided in this Amendment, all remaining terms and provisions of the Agreement, as previously amended, shall remain unchanged and in full force and effect. The Agreement, Amendment No. 1, and this Amendment No. 2 constitute the entire understanding and contract between the Parties and supersede any and all prior or contemporaneous oral or written representations or communications with respect to the subject matter thereof. This Amendment

shall not be modified, amended, or in any way altered except by an instrument in writing signed by the properly delegated authority of each Party. All amendments or modifications to this Amendment shall be binding upon the Parties despite any lack of consideration.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

14. Governing Law. Any dispute arising out of or relating to this Amendment or the breach thereof shall be governed by the laws of the State of Texas, without regard to or application of choice of law rules or principles.

IN WITNESS WHEREOF, this Amendment has been executed by the Parties hereto to be effective as of the last date set forth below.

TEXAS CONFERENCE OF URBAN COUNTIES, INC.

Signature: _____

Date: 2/8/12

Name: Donald Lee

Title: Executive Director

TYLER TECHNOLOGIES, INC.

Signature: _____

Date: 2/27/12

Name: Bruce Graham

Title: President –Courts & Justice Solutions

MASTER AGREEMENT
EXHIBIT A-1 – SOFTWARE AS A SERVICE PRICE LIST

	Member County Pricing		Non-Member County Pricing	
Total Users	Monthly Price per User	Monthly Price per User for 24 Hour Shift Personnel (e.g. Sheriff/Jail)	Monthly Price per User	Monthly Price per User for 24 Hour Shift Personnel (e.g. Sheriff/Jail)
0-10	297.50	157.50	350.00	175.00
11-20	255.00	135.00	300.00	150.00
21-40	212.50	112.50	250.00	125.00
41-60	191.25	101.25	225.00	112.50
61-80	170.00	90.00	200.00	100.00
81-100	157.50	78.75	175.00	87.50
101-120	135.00	67.50	150.00	75.00
121-150	112.50	56.25	125.00	62.50
Each user over 150	135.00	67.50	150.00	75.00

Software as a Service pricing is applicable to:

- Odyssey Case Manager
- Odyssey Jail Manager
- Odyssey Prosecutor
- Odyssey Check Manager
- Odyssey Law Enforcement
- Odyssey Supervision
- Odyssey Financial Manager
- Tyler Jury

Optional features may incur an additional per user monthly fee.

MASTER AGREEMENT
EXHIBIT A - PRICE LIST

Cat	County Population	Member County License Fee	Non-Member License Fee
1	1-19,999	158,950	187,000
2	20,000-29,999	235,450	277,000
3	30,000-49,999	301,750	355,000
4	50,000-74,999	435,200	512,000
5	75,000-149,999	638,350	751,000
6	150,000-499,999	884,000	1,040,000
7	500,000-999,999	1,150,900	1,354,000
8	1,000,000-1,749,999	1,768,000	2,080,000
9	1,750,000-2,499,999	2,583,150	3,039,000
10	2,500,000-4,000,000	3,492,650	4,109,000

Individual Case Type License Fees:

- District Clerk Civil / Family – 25% of Undiscounted Member County License Fee(or Enterprise License Fee, as appropriate)
- County Clerk Civil / Probate – 25% of Undiscounted Member County License Fee (or Enterprise License Fee, as appropriate)
- Criminal (District & County) – 50% of Undiscounted Member County License Fee (or Enterprise License Fee, as appropriate)
- Justice of the Peace – 30% of Undiscounted Member County License Fee)or Enterprise License Fee, as appropriate)

ANNUAL MAINTENANCE & SUPPORT PRICING

Tier 2 Maintenance & Support:	18% of License Fee
Tier 1 Maintenance & Support:	21% of License Fee

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 12/12/2013	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: (Yes) No
4. Department Name: Information Technology	5. Department Contact: Matt Votaw	
6. Description:	Annual software maintenance for Odyssey	
7. IFAS PEID No: 703954	8. IFAS Req No: CR403108	9. Orgkey: 1101159100 / 10. Object Code: 5481000
11. Vendor: Texas Conference of Urban Counties	12. Vendor Contract No:	
13. Requested Legal Review: (Yes) / No (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Contract Services	5481000	$673,400 ~~$275,000.00~~	$241,743.00				
22. Totals:		$275,000.00	$241,743.00	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 10/1/13	Auto Renewal Contract: Yes / (No)	Bid No: N/A
Contract End Date: 9/30/14	Contract # Issued By Purchasing: CM14107	

Approved By:	Signature	Date
Department Head:	Matt Votaw	12-16-13
Purchasing Agent:		12-16-13
County Legal:		12/31/2013
	Contract listed in Budget Documentation: (YES) NO	
County Budget Office:	Janis Y. Yaund	1/2/2014
	Budget Available and Funds are will be Available: YES NO	
County County Auditor:		1/2/14

AGENDA ITEM #23.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 12/16/2013	2. Contract Type: Expense Revenue Other	3. Renewal Contract: Yes / No
4. Department Name: Information Technology	5. Department Contact: Matt Votaw	
6. Description:	Annual software maintenance of JOP 9 Pcts	
7. IFAS PEID No: 702547	8. IFAS Req No:	9. Orgkey: 2215159100 / 10. Object Code: 5423500
11. Vendor: The Northeast Texas Data Corporation	12. Vendor Contract No:	
13. Requested Legal Review: Yes / No (Explain if No)		

Expenditure Budget / Revenue Projections

14. Fund Name	15. Fund #	16. Current Year Budgeted	17. Current Year Projected	18. Year 2 Projected	19. Year 3 Projected	20. Year 4 Projected	21. Year 5 Projected
Maintenance of Software	5423500	$696,300 ~~$81,000.00~~	$79,650.00				
6 months			$39,825				
22. Totals:		$81,000.00	$79,650.00	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 1/1/14	Auto Renewal Contract: Yes / No	Bid No:
Contract End Date: 12/31/14	Contract # Issued By Purchasing: CM14106	

Per Invoice $82,150, late fee applies DG

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

Contract listed in Budget Documentation: YES NO

County Budget Office: [signature] 1/2/2014

Budget Available and Funds are will be Available: YES NO

County County Auditor: [signature] 1/2/14

We do not pay late fees. approval is for $79,650.00 on 4/1/13

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

INVOICE

DATE JANUARY 2, 2014 INVOICE NUMBER 14869A TERMS: DUE UPON RECEIPT

CLIENT INFORMATION	GALVESTON COUNTY AUDITOR'S OFF ATTN: ACCOUNTS PAYABLE P.O. BOX 1418 GALVESTON TX 77553	FOR BILLING CYCLE: FROM 09/15/2013 - 09/15/2013 PHONE: - - FAX: - -	CLIENT CODE	GAL 900340
			HOURLY RATE	CS $100 PRO $120 SE $150

JC	APPL.	TYPE	EMP.	DATE	DESCRIPTION	BEG. TIME	END TIME	TOTAL	PRICE
M	JOP	MA1	ASM	9/15	ANNUAL SOFTWARE MAINTENANCE JOP(9 PCTS) 01/01/14-06/30/14				$39,825.00

NET DATA USE ONLY	SUMMARY OF CHARGES	PLEASE PAY THIS AMOUNT
CREDIT NO. _____	TOTAL HOURS: :00 CHARGE HOURS: :00 NOCHARGE HOURS: :00 FLAT FEES: $39,825.00	$39,825.00

MESSAGES

* * * * * R E V I S E D * * * * *

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

Thank You!

SCOTT STAHL - VICE PRESIDENT

ND/INV 8/11

Galveston County Purchase Requisition

Department : INFORMATION TECHNOLOGY

Date : 12-Dec-2013

Deliver To : INFORMATION TECHNOLOGY

Date Required : 12-Dec-2013

Quantity	Unit	Description	Unit Price	Total	#1	VENDOR #2	#3
1	EA	SOFTWARE MAINTENANCE- ANNUAL SOFTWARE	$ 79,650.00	$ 79,650.00			
		MAINTENANCE JOP (9 PCTS); TERM DATES:					
		01/01/14-12/31/2014					
		TOTAL		*$ 79,650.00*			
		INVOICE NUMBER: 14869					
		FOR: ANNUAL SOFTWARE MAINTENANCE FOR					
		JOP 9 PCTS					
		TERM DATES: 01/01/2014 THROUGHT 12/31/2014					

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

MMIT

~~DHIT~~

ITSO _____Init/Date

Charge to a/c : 22151591005423500

CR#

Suggested Vendor : THE NORTHEAST TEXAS DATA CORPORATION

Vendors Contacted:

#1

#2

#3

I have this date order the above material or services from

Vendor Number : 702547

Quotations obtained by:

☐ Sealed Bids

☐ Verbal Quotation

Contract

Agreed Price

Purchase Order No

Date ordered: _____ 20 _____

PURCHASING AGENT

Maintenance Agreement

This Agreement is made and entered into on this the _1st____ day of January 2014 by and between The NET Data Corporation, hereinafter referred to as "Seller", with principle place of business in Sulphur Springs, Texas, and **Galveston County**, hereinafter referred to as "Buyer", with its principal place of business in Galveston, Texas.

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

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

Justice of the Peace – (9) Precincts

2. During the term of this contract Seller agrees:

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

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

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

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

3. In consideration of the above-mentioned services, Buyer will pay to Seller the sum of **$79,650** by the 15th day of January of each year during the term of this contract. Such fee shall be paid in cash to Seller at Sulphur Springs, Hopkins County, Texas.

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

THE NET DATA CORPORATION

By: _____
Tory Humphries, President

Galveston County

By:

_____
Member of Governing Body

AGENDA ITEM #24.

JIMMY FULLEN

CONSTABLE PRECINCT 4

Galveston County

11730 Highway 6

Santa Fe, Texas, 77510

Phone: (409)770-5477

Fax: (409)770-5996

January 2, 2014

Mark Henry, County Judge
722 Moody Street, 2nd Floor
Galveston, Texas 77550

Dear Judge Henry,
On an annual basis, elected officials and department heads receive a request from the Auditors office asking us to provide them with statistical information that will assist them in preparing their Comprehensive Annual Financial Report (CAFR). As in years past, my office has provided them with the information they requested. The two catagories they request from my office are, number of employee's and number of civil cases processed. And, as in years past, my office has compiled and submitted to the Auditors office a much more detailed report.

In addition to the two items they request, my office provides them with seven additional catagories. Those catagories include, but are not limited to,

Civil Cases Processing Attempts	1,336
Hot Check Warrants Logged	19
Hot Check Notifications	40
Hot Checks Warrants Cleared	20
Traffic Warrant Logged	595
Traffic Warrant Notifications Mailed	1,145
Traffic Warrants Cleared	658

If this annual report is truly comprehinsive, I feel the additional information my office provides should be included in the Auditors office Comprehensive Annual Financial Report. Therefore, I am requesting that the above referenced information be submitted to the Court and placed on the agenda to be received and filed by the Court.

Respectfully Submitted,
Jimmy Fullen

Jimmy.Fullen@co.galveston.tx.us

AGENDA ITEM #25.a.

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

December 9, 2013

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

RE: Request for Ratification of Denial of Requests for Waiver or Refund of Penalty and Interest as Recommended by Penalty & Interest Review Committee

Dear Judge Henry:

The Penalty & Interest Review Committee met November 13, 2013 and, based on a review of all available information, denied the following requests for waiver or refund of penalty and interest. In conformance with the established Tax Office policy, we notified each property owner. Those listed below have not responded within the 21 days required in order to request your reconsideration. I have included for your information, a copy of the Committee Findings and Recommendation.

Therefore, I hereby request that Commissioners Court ratify the decision of the Penalty & Interest Review Committee and deny the following requests:

Account Number	Property Owner	Tax Year	Amount of Waiver or Refund
R161540	Creely, Marianne	2012	$180.93
R215819	Curtice, Tracy	2012	$71.58
R410113	Dickens, Anne	2012	$334.13
R133480	Wells, Imagene	2009	$267.29
		2010	$240.00
P509938	MS Recycling LLC (Sheikh)	2012	$326.58
R144297	Jankowski, Paula	2012	$78.20
R122377	Sea Escape LLC (Gorski)	2012	$534.99
R380856	Carroll, Russell	2012	$102.15
R351456	Shah, Kiran	2011	$49.93
R103599	Stoeckel, Dennis	2012	$183.43
R413135	Sheridan, Thomas	2012	$306.48
R296019	Trevino, Jr., Daniel	2012	$116.26

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Creely, Marianne Honkonen

Account #(s): 6365-0001-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

No provision for hardship in law.

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Curtice, Tracy

Account #(s): 2895-0000-0091-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Does not meet requirements 34.05(j) & (k). (Not sold for amount equal to or greater than market value and years outside suit.)

Include copy of section of code with letter to property owner.

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Dickens, Anne

Account #(s): 7205-0000-0355-005

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

No provision. Written amount of check differed from bill amount. Error on part of property owner not provided for in law.

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Wells, Imagene

Account #(s): 5745-0000-0006-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

No provision. Address obtained by GCAD after the fact based on USPS report.

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): MS Recycling LLC (Sheikh, Maher)

Account #(s): 8600-0664-4912-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

No error on part of CAD or GCAD. Statement and delinquent reminder sent to correct address.

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Jankowski, Paula

Account #(s): 7146-0000-0010-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Inclusion of action by mail.
Postmark 8/10 but 7/31 deadline.

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): JENNIFER GORSKI / SEA ESCAPE

Account #(s): 6672-0000-0031-000

Date Considered: 11/13/13

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Timeliness; postmark after deadline. Year split pay. GCTO unable to distinguish customer intent and delinquency prior to February each year.

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Carroll, Russell

Account #(s): 3831-0003-0018-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Subject to appeal to CC based on acceptance in Boyd.

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Shah, Kiran

Account #(s): 2857-0003-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Timeliness (postmark 8/3)

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Chavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Stoeckel, Dennis

Account #(s): 3505-0437-0004-001

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Boyd: Timeliness (postmark 2/2)

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Thomas, Sheridan

Account #(s): 4518-0004-0010-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Boyd - timeliness postmark 2/4

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Trevino, Dan

Account #(s): 3842-0003-0031-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Boyd - timeliness; postmark 12/10 (late for split payment)

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

AGENDA ITEM #26.a.

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

December 19, 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):

Account Number	Amount	Reason
2775-0011-5600-000	$ 3,651.74	Over Payment
3040-0131-0004-000	$ 2,990.92	Over Payment
4166-0000-0141-000	$ 5,857.47	Over Payment
4214-0000-0054-000	$ 5,921.16	Over Payment

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Refunds in Excess of $2,500.00

Account Number	Amount	Reason
2775-0011-5600-000	$ 3,651.74	Over Payment
3040-0131-0004-000	$ 2,990.92	Over Payment
4166-0000-0141-000	$ 5,857.47	Over Payment
4214-0000-0054-000	$ 5,921.16	Over Payment

AGENDA ITEM #27.b.

GALVESTON COUNTY

THE DAILY NEWS

Texas' Oldest Newspaper Publishing Since 1842

Tuesday, Dec. 31, 2013

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

Dear Judge Henry and Commissioners:

The Daily News will publish the county's sheriff's sale ads for the existing rate of $23 per column inch in The Galveston County Daily News. The newspaper's paid circulation is approximately 23,500. I have attached the company's most recent circulation audit.

In addition, to add value and to broaden the county's distribution, for that same dollar amount and at no added charge, we also will publish the sheriff's sales and any other legal advertising the county chooses to publish with The Daily News in our free-distribution publications – Mainland Neighbors (30,000 households) and Island Neighbors (29,500 households).

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

Sincerely,

Dolph Tillotson
The Galveston County Daily News

W/attachment

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

Certified Audit
CAC
of Circulations

Newspaper Publisher's Statement
GALVESTON COUNTY DAILY NEWS

Monday through Saturday and Sunday

TEXAS CITY (GALVESTON COUNTY) TEXAS

TOTAL AVERAGE CIRCULATION FOR THE SIX MONTH PERIOD ENDED MARCH 31, 2013

TYPE OF PUBLICATION: General Newspaper
FREQUENCY: Daily & Sunday
LOCATION: Texas City, Texas
PUBLISHED BY: Galveston Newspapers, Inc.
ESTABLISHED: 1842
Email: yvonne.mascorro@galvnews.com
Web: www.galvnews.com

CONTACT INFORMATION:
7800 Emmett F Lowry Expressway
Texas City, Texas 77591
Tel: (409) 683-5200
Fax: (409) 683-5344
Patrick Graham, Publisher
John Flowers, Advertising Director
Yvonne Mascorro, Circulation Director

CIRCULATION DATA

1. TOTAL AVERAGE DISTRIBUTION	Daily Mon-Sat	%	Sunday	%	E-Edition Daily	%	E-Edition Sunday	%
A. Paid								
1) Home Delivery	14,830	64.3	15,637	65.5	420	100.0	420	100.0
2) Mail Subscriptions	149	0.6	182	0.8	-		-	
3) Single Copy Sales	3,336	14.5	4,290	18.0	-		-	
4) Employee Copies	225	1.0	225	0.9	-		-	
5) Newspapers in Education	720	3.1	-		-		-	
7) Bulk	1,093	4.7	1,213	5.1	-		-	
Subtotal Paid Circulation	**20,353**	**88.2**	**21,547**	**90.3**	**420**	**100.0**	**420**	**100.0**
B. Other Paid (sold at less than 50%)								
1) Home Delivery	-		-		-		-	
2) Event Sales	-		-		-		-	
3) Newspapers in Education	-		-		-		-	
4) Bulk Sales	-		-		-		-	
Subtotal Other Paid	-	-	-	-	-		-	
Total Paid Circulation	**20,353**	**88.2**	**21,547**	**90.3**	**420**	**100.0**	**420**	**100.0**
C. Unpaid Circulation								
1) Home Delivery	-		-		-		-	
2) Mail	-		-		-		-	
3) Residential Bulk	-		-		-		-	
4) Non-Residential Bulk	-		-		-		-	
5) Samples	624	2.7	722	3.0	-		-	
Total Unpaid Circulation	**624**	**2.7**	**722**	**3.0**	**-**		**-**	
D. Total Average Circulation	**20,977**	**90.9**	**22,269**	**93.3**	**420**	**100.0**	**420**	**100.0**
All Other Copies (Returns)	2,095	9.1	1,617	6.7				
All Other Copies (Service, Files)	-		-					
Net Press Run	**23,072**	**100.0**	**23,886**	**100.0**				

2. Average circulation and distribution by quarter:

E-Edition/Daily

Quarter Ended	Paid	Unpaid	Circulation
12-31-2012	182	-	182
03-31-2013	659	-	659

E-Edition/Sun

Quarter Ended	Paid	Unpaid	Circulation
12-31-2012	182	-	182
03-31-2013	659	-	659

Mon-Sat

Quarter Ended	Paid	Unpaid	Circulation
12-31-2012	20,265	608	20,873
03-31-2013	20,443	641	21,084

Sunday

Quarter Ended	Paid	Unpaid	Circulation
12-31-2012	21,349	665	22,014
03-31-2013	21,744	779	22,523

3. Publisher's policy, subscription rates, other information concerning report

Policy is to publish a daily and Sunday general newspaper printed in photo offset and broadsheet size.

Subscription Rates: Single copy: 75 cents - Daily; $1.50 - Sunday

Carrier Home Delivery
Monday through Sunday: $14.00 for 1 month; $42.00 for 3 months; $84.00 for 6 months; $168.00 for 1 year.
Monday through Friday: $11.75 for 1 month; $35.25 for 3 months; $70.50 for 6 months; $141.00 for 1 year.
Friday, Saturday & Sunday: $9.75 for 1 month; $29.25 for 3 months; $58.50 for 6 months; $117.00 for 1 year.
Sunday only: $7.75 for 1 month; $23.25 for 3 months; $46.50 for 6 months; $93.00 for 1 year.

Mail Delivery
Monday through Sunday: $25.00 for 1 month; $75.00 for 3 months; $150.00 for 6 months; $300.00 for 1 year.
Friday, Saturday & Sunday: $14.00 for 1 month; $42.00 for 3 months; $84.00 for 6 months; $168.00 for 1 year.
Sunday only: $11.25 for 1 month; $33.75 for 3 months; $67.50 for 6 months; $135.00 for 1 year.

Online Subscription: $14.00 for 1 month; $42.00 for 3 months; $84.00 for 6 months; $168.00 for 1 year.

4. Explanatory/additional data

Unpaid Samples (Item 1C5) - A single copy which is normally rubber-banded or plastic wrapped and delivered at the entrance door, yard, or driveway of a single family dwelling; or a single copy placed at the entrance door of an individual unit in apartment and condominium buildings and row houses.

5. Field verification of publisher's delivery system

CAC's bylaws do not require verification of carrier delivery by field verification for this paper since unpaid and/or voluntary/optional paid carrier single copies are less than 10% of the total circulation.

.

Notice to users of this statement - This unaudited Publisher's Statement has been compared with the previous Audit Report. It will be included in the next Annual Audit conducted by Certified Audit of Circulations, Inc.

AGENDA ITEM #27.c.

GALVESTON COUNTY

THE DAILY NEWS

Texas' Oldest Newspaper Publishing Since 1842

Tuesday, Dec. 31, 2013

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

Dear Judge Henry and Commissioners:

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

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

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

Sincerely,

Dolph Tillotson

Dolph Tillotson
The Galveston County Daily News

W/attachment

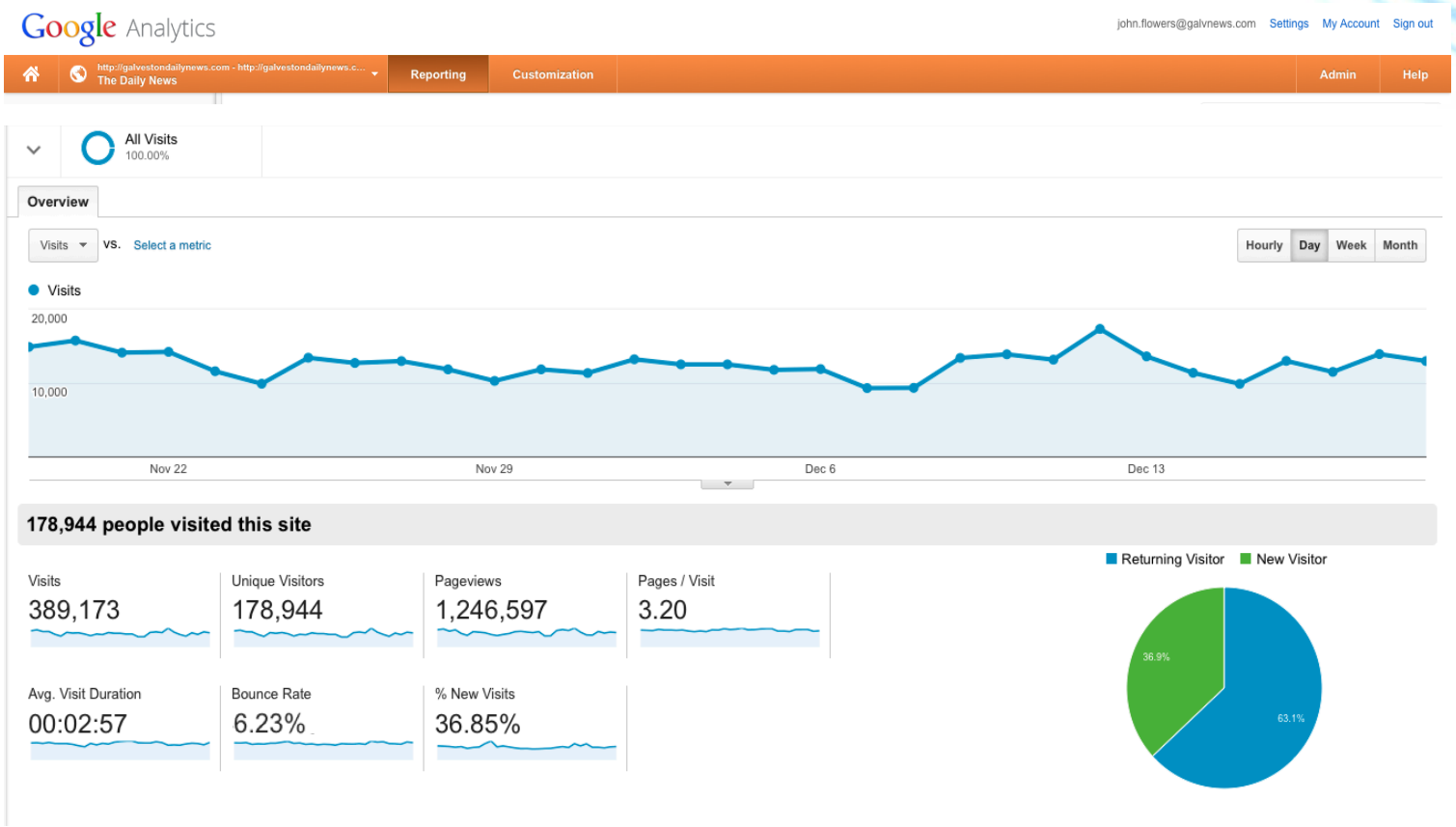
8522 Teichman Road • P.O. Box 628 • Galveston, Texas 77554
Main: 409-683-5200 • Toll Free 800-561-3611 • Web: galvnews.com

A Customized Online Legal Advertising Opportunity For Galveston County

Friday, December 20, 2013
Presented by Dolph Tillotson

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

Audience



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

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

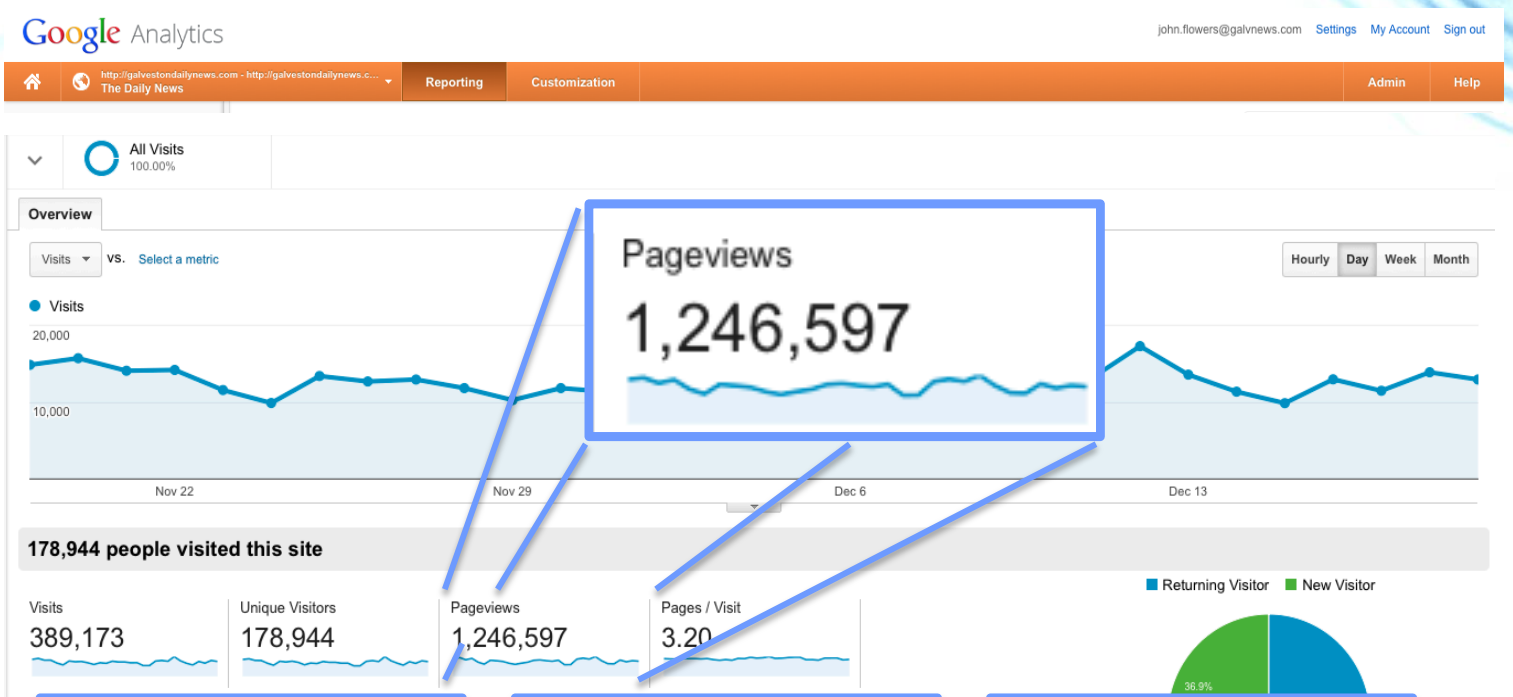
Premium Positioning

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

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

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

Economic Analysis



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

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

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

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

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

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

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

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

AGENDA ITEM #28.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 J. Roane Ruddy, manager and sole member of SETIKER, LLC, the General Partner for RFLP2, Limited (as to Lots 23, 24, 25 and part of Lot 26, Block 27) also as co-trustee of THERESE ROANE RUDDY LAND TRUST (as to Lots 21 and 22, Block 27) and files this Petition and Application for permission to convey, by metes and bounds property descriptions, portions of Lots 21, 22, 23, 24, 25 and part of Lot 26, Block 27, of LIVE OAK RIDGE, a subdivision in Galveston County, Texas, recorded in Volume 254-A, Page 74, of the Map Records in the County Clerk's Office of Galveston County, Texas, without revising the plat. There shall be no changes in the streets, drainage or any other lines as presently reflected in the Plat. In support thereof, Petitioner would respectfully show into the Court the following, to wit:

A copy of a survey, with metes and bounds property descriptions, depicting the portions of Lots 21, 22, 23, 24, 25 and part of Lot 26, Block 27, of LIVE OAK RIDGE attached hereto as EXHIBIT "A".

TRACT 21-A: Lot 21 and part of Lot 22, Block 27 (4406 Strand Avenue)
TRACT 23-A: part of Lot 22, all of Lot 23 and part of Lot 24, Block 27 (4410 Strand Avenue)
TRACT 25-A: part of Lot 24, all of Lot 25 and part of Lot 26, Block 27 (4414 Strand Avenue)

1. Only Lots 21, 22, 23, 24, 25 and part of Lot 26, Block 27, of LIVE OAK RIDGE is to be involved in these conveyances. Petitioner is the sole owner of said Lots 21, 22, 23, 24, 25 and part of Lot 26, Block 27, of LIVE OAK RIDGE.

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 J. Roane Ruddy, manager and sole member of SETIKER, LLC, the General Partner for RFLP2, also as manager of THERESE ROANE RUDDY LAND TRUST, Petitioner herein.

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

4. The Petitioner understands that approval of this metes and bounds document does not guarantee approval of water well or sewer permits or building permits and that water, sewer and building permits are separate issues.

5. Approval of this metes and bounds application does not guarantee Galveston County Health Dept. permits for the sewer system will be issued.

WHEREFORE, Petitioner prays that upon final hearing hereof, this Honorable Court adopt an Order granting permission to the Petitioner to convey a portion of Lots 21, 22, 23, 24, 25 and part of Lot 26, Block 27, of LIVE OAK RIDGE, 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 10TH day of DECEMBER 2013.

R R Ruddy

J. Roane Ruddy
manager and sole member of SETIKER, LLC, the General Partner for RFLP2, Limited
co-trustee of THERESE ROANE RUDDY LAND TRUST
1000 IH 10 North
Beaumont, TX 77702

THE STATE OF Texas

COUNTY OF Jefferson

BEFORE ME, the undersigned authority on this day personally appeared Petitioner J. Roane Ruddy, 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 10th day of December, 2013

Delores Marie Theriot

Notary Public-State of Texas

DELORES MARIE THERIOT
Notary Public, State Of Texas
My Commission Expires
12-08-2015

APPROVED

BY: _____ _____

MARK HENRY
Galveston County Judge

Date

ATTEST:

_____ _____

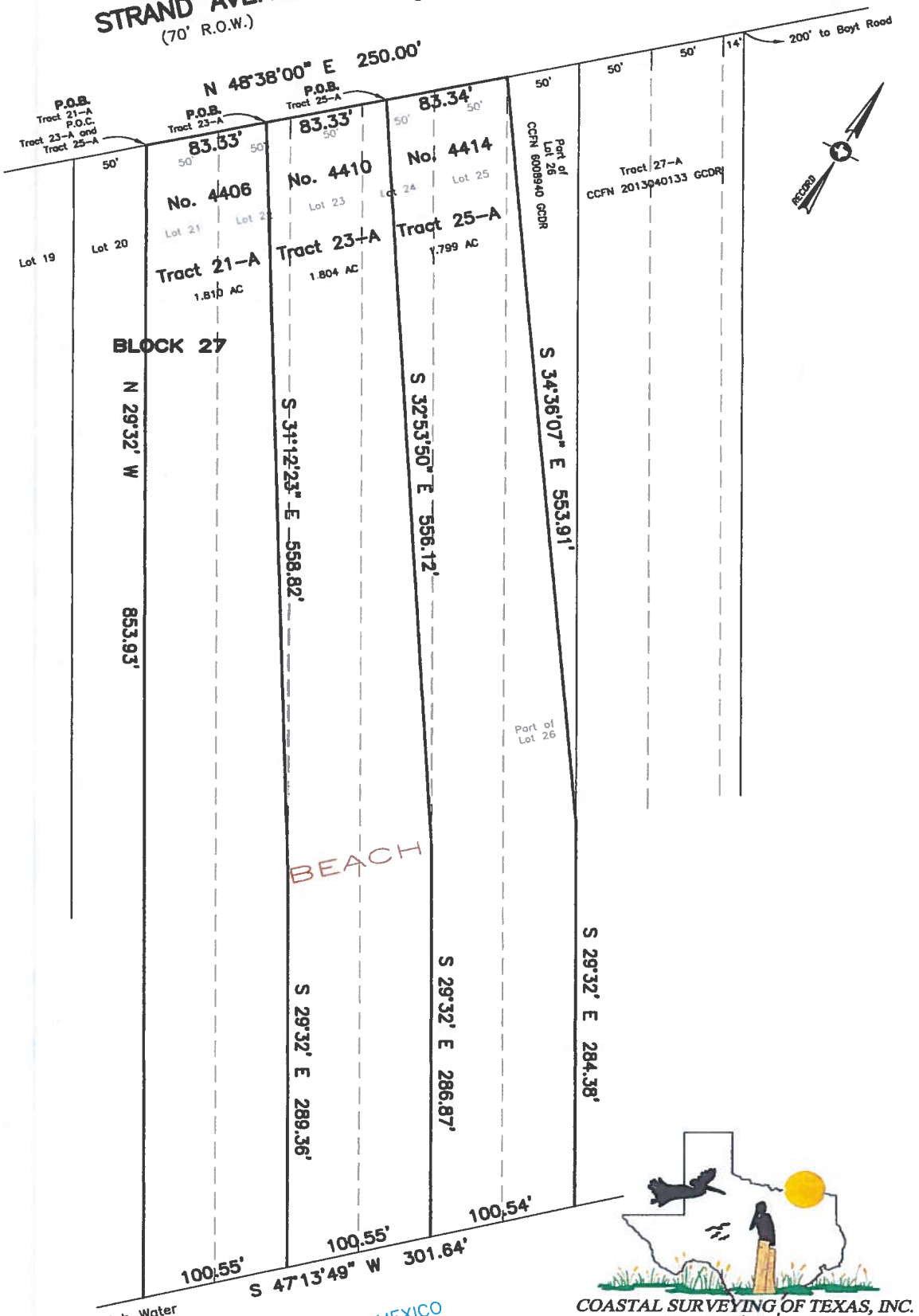
DWIGHT SULLIVAN
County Clerk

Date

By:_____
Deputy Brandy Chapman

13-0903 MB App

Exhibit "A"
Page 1 of 3



COASTAL SURVEYING OF TEXAS, INC.
P.O. BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650
ph (409) 684-6400
fx (409) 684-6112
975 LAZY LANE WEST, CRYSTAL BEACH
Firm Registration Certificate No. 10026601
SURVEYGALVESTON.COM

13-0903

COASTAL SURVEYING OF TEXAS, INC.
P.O. BOX 2742 (mailing)
CRYSTAL BEACH, TX 77650
ph (409) 684-6400
fx (409) 684-6112
975 LAZY LANE WEST, CRYSTAL BEACH
Firm Registration Certificate No. 10026601
SURVEYGALVESTON.COM

Tract 25-A (4414 Strand Avenue)

Being part of Lot 24, all Lot 25 and part of Lot 26, Block 27, of LIVE OAK RIDGE SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 74, of the Map Records in the Office of the County Clerk of Galveston County, Texas, as as conveyed to RFLP2, Limited, a Texas Limited Partnership in Galveston County Clerk File No. (GCCFN) 2012058347 Galveston County Deed Records (GCDR) of Galveston County, Texas, said Tract 25-A being more particularly described by metes and bounds as follows:

COMMENCING at the Northwest corner of said Lot 21 and the South line of Strand Avenue (70' R.O.W.);

THENCE North 48°38' East, with the said South line of Strand Avenue, a distance of 166.66 feet to the PLACE OF BEGINNING;

THENCE continuing North 48°38' East, with the said South line of Strand Avenue, a distance of 83.34 feet to the Northeast corner of said Lot 25 and the Northwest corner of that certain tract or parcel conveyed to Dr. T C Mitchell as recorded in County Clerk File Number 6008940 Galveston County Deed Records, Galveston County, Texas;

THENCE South 34°36'07" East, along the West line of the said Mitchell tract, a distance of 553.91 feet to the East line of said Lot 26;

THENCE South 29°32' East, along the East line of said Lot 26 and the West line of the said Mitchell tract, a distance of 294.38 feet to the meanders of the Mean High Water Line of the Gulf of Mexico;

THENCE South 47°13'49" West, along said Mean High Water Line as surveyed on 02/28/13, a distance of 100.54 feet;

THENCE North 29°32' West, along the West line of said Lot 25, a distance of 286.87 feet;

THENCE North 32°53'50" West, a distance of 556.12 feet to the POINT OF BEGINNING, containing 1.799 acres more or less.

COASTAL SURVEYING OF TEXAS, INC.
P.O. BOX 2742 (mailing) ph (409) 684-6400
CRYSTAL BEACH, TX 77650 fx (409) 684-6112
975 LAZY LANE WEST, CRYSTAL BEACH
Firm Registration Certificate No. 10026601
SURVEYGALVESTON.COM

Tract 21-A (4406 Strand Avenue)

Being Lot 21 and part of Lot 22, Block 27, of LIVE OAK RIDGE SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 74, of the Map Records in the Office of the County Clerk of Galveston County, Texas, as conveyed to Therese Roane Ruddy Land Trust in Galveston County Clerk File No. 9324046, of the Deed Records of Galveston County, Texas, said Tract 21-A being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of said Lot 21 and the South line of Strand Avenue (70' R.O.W.);

THENCE North 48°38' East, with the said South line of Strand Avenue, a distance of 83.33 feet;

THENCE South 31°12'23" East, a distance of 558.82 feet to a point on the East line of said Lot 22;

THENCE South 29°32' East, along the East line of said Lot 22, a distance of 289.36 feet to the meanders of the Mean High Water Line of the Gulf of Mexico;

THENCE South 47°13'49" West, along said Mean High Water Line as surveyed on 02/28/13, a distance of 100.55 feet to the West line of said Lot 21;

THENCE North 29°32' West, along the said West line of Lot 21, a distance of 853.93 feet to the POINT OF BEGINNING, containing 1.810 acres more or less.

Tract 23-A (4410 Strand Avenue)

Being part of Lot 22, as conveyed to Therese Roane Ruddy Land Trust in Galveston County Clerk File No. (GCCFN) 9324046, Galveston County Deed Records (GCDR), all of Lot 23 and part of Lot 24, as conveyed to RFLP2, Limited, a Texas Limited Partnership in GCCFN 2012058347 GCDR, all in Block 27, of LIVE OAK RIDGE SUBDIVISION, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 254-A, Page 74, of the Map Records in the Office of the County Clerk of Galveston County, Texas, said Tract 23-A being more particularly described by metes and bounds as follows:

COMMENCING at the Northwest corner of Lot 21 in said Block 27 and in the South line of Strand Avenue (70' R.O.W.);

THENCE North 48°38' East, with the said South line of Strand Avenue, a distance of 83.33 feet to the PLACE OF BEGINNING;

THENCE continuing North 48°38' East, with the said South line of Strand Avenue, a distance of 83.33 feet;

THENCE South 32°53'50" East, a distance of 556.12 feet to a point in the East line of said Lot 24;

THENCE South 29°32' East, along the East line of said Lot 24, a distance of 286.87 feet to the meanders of the Mean High Water Line of the Gulf of Mexico;

THENCE South 47°13'39"" West, along said Mean High Water Line as surveyed on 02/28/13, a distance of 100.55 feet;

THENCE North 29°32' West, along the West line of said Lot 23, a distance of 289.36 feet;

THENCE North 31°12'23" West, a distance of 558.82 feet to the POINT OF BEGINNING, containing 1.804 acres more or less.

AGENDA ITEM #29.a.

AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
GALVESTON COUNTY ("County")
AND
GRIFFITH MOSELEY JOHNSON AND ASSOCIATES, INC. ("Consultant")

1. The Parties Galveston County ("County") acting by and through the Galveston County Commissioners Court (the "Commissioners Court") and Griffith Moseley Johnson and Associates, Inc. ("Consultant") entered into a Professional Services Agreement (the "Agreement") on August 12, 2013, for a one (1) year period commencing on October 1, 2013 and ending on September 30, 2014.

2. The Agreement (at Paragraph 2, Term) contemplates that the County at its discretion might amend or extend the Agreement to include additional phases of work and/or services not contemplated by the Agreement.

3. The County has proposed certain amendments to the Agreement's Scope of Work to ensure that Consultant's work is more fully aligned with County's priorities and objectives. In addition the County has proposed certain amendments to Paragraph 4(b) pertaining to reimbursable expenses.

4. This Revised Scope of Work shifts the focus of this project from a primary emphasis on achieving and maintaining reductions in the jail inmate population to a broader focus on achieving efficiencies across the larger criminal justice system.

5. The Parties recognize that, while the County's proposed revisions include the deletion of certain aspects of the Scope of Work, the revisions represent a net increase in the Scope of Work. While Consultant is confident that significant progress can be made on the Revised Scope of Work with the nine months remaining in the term, it may become necessary to extend this Agreement (as contemplated by Paragraph 2, Term).

6. The Scope of Work is hereby amended and replaced in its entirety, as follows:

REVISED SCOPE OF WORK

A. EVALUATION AND RECOMMENDATIONS/DELIVERABLES

Consultant will assess various aspects of the county's criminal justice system, with an emphasis on, 1) the extent to which the jail inmate populations is impacted by the presence or absence of intra-system coordination and cooperation; and 2) identifying opportunities for increased efficiency and effectiveness through enhanced intra-system coordination and cooperation, and develop recommendations, as follows:

1. Feasibility and options for:
    a. Remote bonding at municipal jails
    b. Improvements in booking, processing and magistrate processes
    c. Improvements in warrant processes
    d. Privatization of various judicial and criminal justice functions.
    e. Streamlined attorney payment voucher system

2. Enhancing the criminal justice information technology system, including the extent to which the system allows real time automated tracking of a defendant through the system, as well as the extent to which information is fully accessible to all components of the criminal justice system. This will include, but is not limited to:

a. Current jail management system
b. Current Justice of the Peace management system
c. Reporting of data between Constables' and Sheriff's Offices
d. Opportunities and options for integrating the systems referenced in a-c, above.
e. Feasibility of and options for introduction of law enforcement tracker/accountability tools.

3. Staffing, structure, classification and job functions in the Sheriff's and District Attorney's Offices.

4. Efficiency of the pre-trial release processes, including the Pre-Trial Release Office, court rules as they relate to setting bail, release on recognizance, presence of alternative pre-trial release options (i.e., electronic monitoring, work-release, etc).

5. Other potential changes to criminal justice system processes that could reduce the need for additional jail bed space by moving defendants through the system more efficiently.

6. If warranted, develop recommendations for a process to improve communications, information sharing and problem-solving across the various components of the criminal justice system.

7. Develop recommendations for a system of proactively monitoring and managing the jail population.

8. Assist County in implementing those recommendations the County adopts.

METHODOLOGY

B. To accomplish this Scope of Work, consultant will:

1. Conduct interviews with employees and key officials across the criminal justice system to take advantage of the experience and insights of the people working in the system on a daily basis. Actively solicit perspectives on how the system functions well and how it could be improved.

2. Collection and review of policies both within each component of the system and those policies that may impact the system across components. Assess the extent to which the various component policies address intra-system processes, including those policies that could impact the speed with which cases are adjudicated.

3. Assess level of interaction and communications between the various components of the criminal justice system.

4. Interview representatives from law enforcement agencies utilizing the jail to gather information about arrest practices, use of alternative to arrest, enforcement posture on minor offenses (those punishable by fine only) and perceptions of the system.

5. Interview representatives of the defense bar to weigh perceptions on the various components of the system and gather information on ease of interaction with the system, including access to incarcerated clients.

6. Initial review of opportunities to expedite adjudication of criminal cases, including:
a. Docketing practices, including the availability of expedited docketing for defendants who are incarcerated while awaiting trial.
b. Timeliness of prosecutorial case preparation, including testing and evidence gathering.
c. Accelerated disposition program, if any, which may allow defendants to enter a plea to expedite sentencing.

d. Gather data on time from arrest to indictment to trial and final disposition for defendants who are incarcerated while awaiting trial compared to defendants who are not in custody.

7. Determine the availability and extent of alternative sentencing options.

8. Work with the Sheriff and his staff to conduct an initial review of the jail, including:

A. Staffing (including approved staffing levels, minimum shift staffing requirements, scheduling and deployment, recruiting, training, retention and attrition);
B. Overtime expense and identification of contributing factors (i.e., inadequate staffing, sick time utilization, vacation, training requirements, etc.)
C. Current inmate classification system.
D. Number of beds, configuration, (single person, multi-person, dormitory, segregation, medical, mental health), gender and classification.
E. Method of meal service (dining hall vs. in housing unit),
F. Method of delivering recreation, education and religious programming
G. Method of sick call and administration of medication
H. Method and extent of inmate movement within the facility
I. Identify design and operational factors that increase staffing requirements

END OF REVISED SCOPE OF WORK

7. Paragraph 4(b) of the Agreement is amended as follows:

> 4(b) County will reimburse Consultant up to $2,000 per month for travel expenses reasonably incurred by Consultant and performing its professional services hereunder. Travel expenses, including air travel, rental cars, and ground transportation will be reimbursed actual cost. Hotel accommodations and *per diem* meal reimbursements will be made in accordance with the U.S. General Services Administration (GSA) current *per diem* rates for Galveston County. Invoice information for travel expenses will at a minimum include name of individual who traveled dates of travel, and itemized expense categories. In the event Consultant anticipates such expenses could exceed $2,000 in a given month, Consultant shall notify County in writing in advance of incurring the expense with an outline of the proposed site visit and an estimate of the expenses to be incurred. County will notify Consultant in writing in advance of the proposed travel as to whether County will approve reimbursement of expenses that exceed the $2,000 monthly cap.

8. The remaining provisions of the Agreement remain as previously approved by the County and Consultant.

9. By their signatures below, the duly authorized representatives of County and Consultant accept the terms of this Amendment to the Professional Services Agreement of August, 12, 2013.

EXECUTED this _____ day of _____, 2014.

COUNTY:	**CONSULTANT:**
_____	_____
BY: Mark Henry County Judge	**BY:** Carl R. Griffith President & CEO

APPROVED AS TO FORM:

BY:_____

AGENDA ITEM #30.e.

COUNTY of GALVESTON
LEGAL DEPARTMENT
COUNTY COURTHOUSE

722 MOODY STREET 5TH FLOOR • GALVESTON, TEXAS 77550

ROBERT B. BOEMER
BARRY C. WILLEY
MYRNA S. REINGOLD

December 31, 2013

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

Re: Request for Authority to Settle Enforcement Action Filed by Texas Commission on Environmental Equality

Gentlemen:

On December 10, 2013, the County was notified that the Texas Commission on Environmental Quality (TCEQ) is pursuing an enforcement action against the County of Galveston for failing to have an underground storage tank (UST) registration and a TCEQ delivery certificate for a UST located at our Calder Road facility.

The TCEQ imposed an administrative penalty in the amount of $8,288.00. The TCEQ has also proposed an agreed order in which the County would pay $6,631.00 and the remainder of the penalty would be deferred contingent upon satisfactory compliance with the terms of the agreement. Upon full compliance with the order, the deferred amount will be waived.

In conjunction with this penalty, the TCEQ has a program in which we may be able to perform or pay for a Supplemental Environmental Project (SEP) to offset a portion of the penalty. We are currently obtaining additional information on options available under this program.

I respectfully request that you authorize me to sign an agreed order resolving this matter for an amount not to exceed the above stated amount. I further request authorization to include in the order an agreement on the performance or payment for an SEP, if possible, from either a current County project or a preapproved project, to offset a portion of the penalty. An extension of time to coordinate these options has been made to the TCEQ, and I am currently waiting for a response.

Sincerely,

Barry C. Willey

Barry C. Willey

cc: Charles Kenworthy
Mike Bell

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

AGENDA ITEM #31.a.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), John J. Grady (HOMEOWNER), and EHM (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 **124 SAINT ANDREWS DR, 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: cynthia.pagan@co.galveston.tx.us

CONTRACTOR:

Name of Company: EHM
Name of Designated contact person: John Matyiko
Address: 122 Dickenson Ave, Dickenson, TX 77539

Telephone: 409-795-7800
Email: john@experthousemovers.com

HOMEOWNER:

Name of HOMEOWNER(S) (list all persons and/or entities listed as current Grantee(s) within real property records on file in the Galveston County Clerk's Office for the PROPERTY);

Title to PROPERTY is in: John J. Grady

HOMEOWNER'S contact: John J. Grady*
Address of Homeowner: 124 SAINT ANDREWS DR
FRIENDSWOOD, TX 77546
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	**$153,800.00**
d. NON-ELEVATION COSTS**	**$888.00**
e. TEMPORARY HOUSING, if applicable***	**$4,095.00**
f. ICC Claim Processing Fee****	$TBD
Total Budgeted PROJECT HARD COSTS:	**$165,783.00**

2. PROJECT HARD COSTS:

a. Total Due from HOMEOWNER:

10% of Preparation and Presentation of MITIGATION OFFER*	$350.00
10% of Project Management*	$350.00
10% of ELEVATION CONTRACT AMOUNT	**$15,380.00**
100% of NON-ELEVATION COSTS (paid separately)**	**$888.00+**
TEMPORARY HOUSING, if applicable (reimbursed 90%)***	**$4,095.00**
10% of ICC claim processing fee ($100), if applicable****	$TBD

b. Federal Share (90% of grant eligible costs):

90% of Preparation and Presentation of MITIGATION OFFER*	$3,150.00
90% of Project Management	$3,150.00
90% of ELEVATION CONTRACT AMOUNT	**$138,420.00**
00% of NON-ELEVATION COSTS**	$0.00
90% reimbursement of TEMPORARY HOUSING, if applicable***	**$3,685.50**
90% of ICC claim processing fee ($900), if applicable****	$TBD

c. Total PROJECT HARD COSTS: **$165,783.00**

*, **, ***, and **** are described below:

* $350 was paid by HOMEOWNER prior to presentation of MITIGATION OFFER and is HOMEOWNER'S 10% match of the $3,500.00 fee for preparation and presentation of MITIGATION OFFER. $350 was paid by HOMEOWNER at time of signing this AGREEMENT and is HOMEOWNER'S 10% match of the $3,500.00 Project Management cost.

** Non-elevation construction is pursuant to a separate agreement between HOMEOWNER and CONTRACTOR. A copy of such agreement covering non-elevation is attached hereto as Exhibit G for informational purposes.

*** TEMPORARY HOUSING is on a reimbursement basis (at 90% reimbursement) and thus is not included in

calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING reimbursement is not known at the time of signing the MITIGATION OFFER and this AGREEMENT as it is on a reimbursement basis. TEMPORARY HOUSING estimated by CONTRACTOR in PLANS AND SPECIFICATIONS (Exhibit A) is used herein for COUNTY budgetary matters associated with this SRL Program. TEMPORARY HOUSING costs, when eligible for reimbursement and actually incurred by HOMEOWNER, shall be submitted by HOMEOWNER to COUNTY for reimbursement in accordance with Article V, Section C of this AGREEMENT. Subsequent to reimbursement, COUNTY shall reconcile to determine PROJECT HARD COSTS for grant administration requirements.

**** ICC claim processing fee will only be charged if an ICC claim is processed by COUNTY. Eligible HOMEOWNER 10% LOCAL SHARE AMOUNT ($100.00) will be withheld from ICC funds received by COUNTY when disbursed to HOMEOWNER.

B. **Payments to CONTRACTOR/Draw Schedule:**

1. In the event that CONTRACTOR has obtained a BOND, CONTRACTOR shall be entitled to request up to four (4) disbursements from the ELEVATION CONTRACT AMOUNT after completion of each phase of work and submitting the following documentation.
2. The schedules for disbursements of draw requests are set forth as follows:
   a. **Phase 1 Pre-elevation/mobilization** - 30% of the total ELEVATION CONTRACT AMOUNT upon receipt of inspector's report plus the submittal of the following:
      1. Foundation inspection is required;
      2. CONTRACTOR Request for Payment Form;
      3. CONTRACTOR itemized invoice;
      4. Progress Inspection Report Form;
         a.) Engineering feasibility letter
         b.) Initial elevation certificate
         c.) Project PLANS AND SPECIFICATIONS (Exhibit A)
         d.) Project timetable
         e.) Copies of requisite permits
         f.) Copy of fully executed Tri-party AGREEMENT
      5. Pre-elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
      6. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
      7. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
   b. **Phase 2 Raised, ready to set, building department inspections** – second 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 60% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
      1. CONTRACTOR Request for Payment Form;
      2. CONTRACTOR itemized invoice;
      3. Progress Inspection Report Form;
         a.) Engineering concurrence
         b.) Concurrence as to 60% completion
         c.) Copies of requisite permits
         d.) TWIA compliance
         e.) Grant compliance
         f.) HOMEOWNER acceptance
      4. Phase 2 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
      5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
      6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

c. **Phase 3 Structure elevated to design height, foundation installed, mechanicals reconnected** - 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 90% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:

1. CONTRACTOR Request for Payment Form;
2. CONTRACTOR itemized invoice;
3. Progress Inspection Report Form;
   a.) Engineering concurrence
   b.) Concurrence as to 90% completion
   c.) TWIA compliance
   d.) ADA compliance (if required)
   e.) Grant compliance
   f.) HOMEOWNER acceptance
4. Phase 3 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

d. **Phase 4 Final Inspection, occupancy certificate, all grant requirements met** - 10% of the total ELEVATION CONTRACT AMOUNT, provided that the elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:

1. CONTRACTOR Request for Payment Form;
2. Final CONTRACTOR itemized invoice;
3. Final Inspection Form;
4. Post Elevation - Elevation Certificate (FEMA Form 086-0-33), a blank FEMA Form 086-0-33 with its instructions is attached hereto as Exhibit H;
5. Certificate of occupancy;
6. New survey (if required);
7. Signed and notarized Lien Waiver Affidavit CONTRACTOR (**Final**) Form;
8. Signed and notarized Lien Waiver Affidavit Subcontractor (**Final**) Form;
9. Copy of CONTRACTOR Warranties that have been signed by HOMEOWNER (please refer to Article VI(T) on page 13 of this AGREEMENT);
10. HOMEOWNER acceptance;
11. Grant compliance reconciliation (if non-grant work was also performed); and
12. Final elevation photographs – minimum of three (3) views each of front and each side to show all four exterior walls and an adequate number of pictures for the interior.

3. Withholding Payment to CONTRACTOR: COUNTY shall be entitled to withhold payment to CONTRACTOR while any of the following conditions exist:

a. The location, installation or elevation of the IMPROVEMENTS violates or interferes with any applicable recorded instrument or governmental regulation affecting the PROPERTY;
b. CONTRACTOR makes a material misrepresentation in the Request for Payment; and/or
c. Notice of a claim or lien on the PROPERTY has been received in connection with the elevation, repair or installation of the IMPROVEMENTS, and has not been released.

ARTICLE V. HOMEOWNER'S OBLIGATIONS

A. HOMEOWNER's Portion of the ELEVATION CONTRACT AMOUNT: HOMEOWNER must pay the total of the LOCAL SHARE AMOUNT in the form of a check made payable to GALVESTON COUNTY at the time of signing this AGREEMENT. Eligible HOMEOWNERs may receive a refund up to the full LOCAL SHARE AMOUNT through an ICC claim. HOMEOWNER may receive ninety-percent (90%) reimbursement for eligible TEMPORARY HOUSING costs incurred by HOMEOWNER, as eligible TEMPORARY HOUSING costs are allowable PROJECT HARD COSTS in the SRL Program.

B. Taxes: HOMEOWNER will pay all real estate taxes and assessments of every kind on the PROPERTY before the same become delinquent, and GALVESTON COUNTY may at any time require HOMEOWNER to provide evidence that taxes have been paid current. Property taxes may be paid current, be deferred or HOMEOWNER must be current on a payment plan with the Galveston County Tax Assessor and Collector in order to avoid any delinquency.

C. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the elevation construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within ___ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER (90%) if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work. Finally, costs incurred by HOMEOWNER for such TEMPORARY HOUSING that are reimbursable to HOMEONWER must be reasonable costs. HOMEOWNER must provide documentation to the COUNTY showing the TEMPORARY HOUSING costs incurred – this may be accomplished by providing copies of receipts or other proof of payments. TEMPORARY HOUSING costs are reasonable if in amounts less than or equal to the per diem rates established by the GSA for the location that the WORKSITE is located within. The per diem rates established by the GSA are available for viewing through the Internet, at site:

http://www.gsa.gov/portal/content/104877?utm_source=OCM&utm_medium=print-radio&utm_term=HP_01_Requested_perdiem&utm_campaign=shortcuts.

Or, the GSA per diem rates may be accessed by going to http://www.gsa.gov/portal/category/100000# and then clicking on the link entitled "Per Diem Rates".

D. HOMEOWNER will cooperate generally with the reasonable requests of CONTRACTOR, COUNTY, TWDB, and FEMA as such requests relate to elevation, repair, or installation of the IMPROVEMENTS. HOMEOWNER will cooperate with COUNTY in arranging for inspections by representatives of the COUNTY of the progress of elevation from time to time and will promptly comply with COUNTY's requirements or satisfy any objections regarding construction of the IMPROVEMENTS or the progress thereof.

E. Utilities: HOMEOWNER is responsible for authorizing the disconnection of electricity, telephone, cable and gas as directed by the CONTRACTOR. HOMEOWNER is responsible for all utility bills during elevation. HOMEOWNER is responsible for authorizing reconnection of all utilities as directed by the CONTRACTOR. Any upgrades required by utility company for reconnection are not eligible costs hereunder.

F. Duty to Inform: HOMEOWNER is responsible for informing the CONTRACTOR of any known PROPERTY hazards such as asbestos, lead paint, buried lines, tanks, septic systems, water wells, bees, and propane tanks. HOMEOWNER is also responsible for notifying CONTRACTOR before signing the AGREEMENT if the HOMEOWNER has medical issues which could entitle the HOMEOWNER to special types of access facilities. In a case where a HOMEOWNER or member of the HOMEOWNER's family has a permanent physical disability, a physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible elevation cost.

G. Landscaping: HOMEOWNER shall be solely responsible for removing, storing, and replacing any existing landscaping that HOMEOWNER wishes to retain prior to the start of the work.

H. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the written approval of the same by the COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.

I. Prior Lien Holder Rights: By separate affidavit, HOMEOWNER has CERTIFIED the existence or non-existence, as applicable, of any prior lien on the PROPERTY and that, if such a prior lien exists, that HOMEOWNER has notified and obtained the consent of such lien holder for the project contracted for herein as identified in PLANS

AND SPECIFICATIONS (Exhibit A). HOMEOWNER further ACKNOWLEDGES that any prior lien on the PROPERTY (such as a mortgage or deed of trust) may contain provisions prohibiting HOMEOWNER from entering into or performing this AGREEMENT, and that HOMEOWNER may create an event of default under such prior lien unless HOMEOWNER has obtained the prior consent of such lien holder. A default on lien obligations can lead to serious legal consequences, including loss of your PROPERTY. HOMEOWNER agrees to be solely responsible for obtaining any and all necessary consent of prior lien holders before entering into this AGREEMENT. GALVESTON COUNTY is not responsible for determining if HOMEOWNER has a lien holder or for obtaining the consent of the lien holder. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

J. Reserved

K. Liens: HOMEOWNER will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the PROPERTY or any funds due CONTRACTOR and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided however, that HOMEOWNER shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to the COUNTY such security or indemnity as the COUNTY may reasonably require.

L. **Limitation on Non-Elevation Construction**. All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.

M. Insurance Provision and filing of Deed Restriction: HOMEOWNER agrees to maintain flood insurance insuring against loss of the real property and improvements in an amount equal to the assessed value up to the NFIP maximum of $250,000.00. HOMEOWNER acknowledges and agrees that the following notice of flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk's Office, which such notice shall include the name of the current PROPERTY owner, the book and page reference to record of current title, a legal description of the PROPERTY, and state that: **This property has received Federal Hazard Mitigation Assistance. Federal Law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.**

N. HOMEOWNER's Representations: HOMEOWNER represents the following to COUNTY and CONTRACTOR:

1. HOMEOWNER is the fee simple owner of the PROPERTY.
2. Other than any first-lien lien holder whose prior written consent has been obtained by HOMEOWNER, there are no liens, mortgages, claims, charges or unpaid assessments against the PROPERTY.
3. No written contract (or affidavit regarding an oral contract) regarding the elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County.
4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the COUNTY in connection with the MITIGATION OFFER are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing event.
5. All financial statements delivered to the COUNTY by or on behalf of HOMEOWNER are each true and correct in all respects and there has been no material adverse change in such statements as of this date.
6. HOMEOWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render him insolvent or HOMEOWNER has disclosed any solvency issues or bankruptcy filings and the COUNTY signs this AGREEMENT with full knowledge of the

same.

7. It is hereby acknowledged and agreed that the performance/payment BOND provided by the CONTRACTOR under this AGREEMENT are for the benefit of GALVESTON COUNTY to ensure completion of the work and that the performance/payment BOND provided by the CONTRACTOR are for the benefit of the laborers and material suppliers utilized during the work to ensure their payment and to ensure the PROPERTY is free and clear of any liens at the date of FINAL COMPLETION and HOMEOWNER further agrees and unconditionally relinquishes any and all right of claim in the HOMEOWNERs own right under and against any BOND(s) issued by any surety company for CONTRACTOR.

O. Assignment: HOMEOWNER shall not assign or otherwise transfer this AGREEMENT in whole or in part without prior written approval of the COUNTY. Such consent, if granted, shall not relieve the HOMEOWNER of any of its responsibilities under this AGREEMENT.

P. Inspection Report: An Inspection Report will be presented to the HOMEOWNER for review, acceptance, and execution at the completion of each Phase. If HOMEOWNER accepts the report, then the HOMEOWNER must provide an executed copy to the COUNTY within four (4) calendar days. If HOMEOWNER does not accept the report, then HOMEOWNER must notify the COUNTY within four (4) calendar days. No payment to CONTRACTOR shall be issued unless and until the COUNTY has receipt of an executed acceptance of the inspection report from the HOMEOWNER.

Q. TWDB Provisions: HOMEOWNER must comply with all applicable provisions listed in Exhibit D of this AGREEMENT.

ARTICLE VI. CONTRACTOR OBLIGATIONS

A. Standards of Elevation: In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be constructed, repaired or installed in a good and workmanlike manner, fit for their intended purpose, fully-equipped with materials of high quality, strictly in accordance with the (i) the WORK ORDER; (ii) the PLANS AND SPECIFICATIONS (Exhibit A); (iii) the RFQ; (iv) the Warranty Standards; (v) the Environmental Standards; (vi) FEMA floodplain regulations; (vii) if applicable, TWIA requirements; and (viii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).

B. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within ____ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work.

C. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the prior written approval of the same by COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.

D. Corrective Action: If CONTRACTOR is notified that any inspection by the COUNTY or its designee has uncovered any noncompliance issues, CONTRACTOR shall immediately correct such issues. CONTRACTOR shall maintain a detailed record of every non-compliance and corrective action taken. Such non compliance includes documenting any and all pre-existing damages as documented in PLANS AND SPECIFICATIONS (Exhibit A). HOMEOWNER will be required to sign off on the same.

E. Books and Records, Construction Trust Fund: CONTRACTOR will deposit all funds received by CONTRACTOR under this AGREEMENT into a construction account, and will keep an account record for the account, all in strict accordance with Texas Property Code §§ 162.006 and 162.007 (the Texas construction trust fund statute). Within three (3) business days of a request by GALVESTON COUNTY, CONTRACTOR shall provide GALVESTON COUNTY with (i) a full

copy of the account record, and (ii) executed copies of all contracts between CONTRACTOR and all of its subcontractors and suppliers. **Contractor's failure to timely obtain and maintain a Construction Trust Fund account shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.**

F. Records Retention: CONTRACTOR shall keep and maintain all records associated with this AGREEMENT for a minimum of five (5) years from the formal Close of this SRL grant with the State, or as required by Federal, State, or Local law, whichever period is longer. CONTRACTOR shall allow the COUNTY reasonable access to the records in CONTRACTOR'S possession, custody, or control that the COUNTY deems necessary to assist it in auditing the services, costs, and payments provided hereunder. CONTRACTOR also shall allow reasonable access to representatives of the State of Texas, the TWDB, FEMA, the Office of Inspector General, the General Accounting Office, and other applicable State or Federal agencies, as applicable, that such entities deem necessary to facilitate review by such agencies.

G. CONTRACTOR ACKNOWLEDGES THAT FAILURE TO STRICTLY COMPLY WITH THE CONSTRUCTION TRUST FUND STATUTE MAY EXPOSE CONTRACTOR, AND ITS AGENTS AND OWNERS, TO CIVIL AND CRIMINAL LIABILITY AND PENALTIES THAT MAY NOT BE AVOIDED BY BANKRUPTCY OR OTHER PROTECTIONS TYPICALLY AVAILABLE TO BUSINESSES.

H. Prompt Payment: CONTRACTOR will promptly pay all subcontractors and suppliers in accordance to the payment of the agreement between CONTRACTOR and its Subcontractors.

I. Allocation of Profit: CONTRACTOR agrees that any monies it receives pursuant to this AGREEMENT shall be applied to payment of all outstanding invoices from subcontractors and suppliers before CONTRACTOR applies such monies to its overhead or profit.

J. Due Diligence Responsibility: CONTRACTOR is solely responsible for verifying whether elevation will violate or interfere with any applicable recorded instrument or governmental regulation affecting the PROPERTY. The COUNTY makes no representations or warranties as to title to, or encumbrances on, the PROPERTY.

K. Elevation Timing; Delay Damages: CONTRACTOR shall commence elevation, repair or installation of the IMPROVEMENTS as soon as possible after the COMMENCEMENT DATE (Notice to Proceed Date), but in no event later than fourteen (14) days after the COMMENCEMENT DATE. CONTRACTOR shall prosecute the work with due diligence, and shall achieve FINAL COMPLETION of the IMPROVEMENTS by the COMPLETION DATE. Time is of the essence with respect to all CONTRACTOR Obligations under this AGREEMENT. In the event that FINAL COMPLETION is not achieved by the COMPLETION DATE, CONTRACTOR shall pay the COUNTY liquidated damages of one hundred dollars ($100) per day for every day after the COMPLETION DATE until FINAL COMPLETION is achieved. HOMEOWNER, CONTRACTOR and COUNTY agree that the liquidated damages are not to be construed as a penalty, but a reasonable estimate of damages caused by delay that will be incurred by COUNTY. COUNTY shall have the right to offset these liquidated damages against any other sums or disbursements due to CONTRACTOR from the COUNTY. Upon approval of COUNTY, extension may be granted for excusable delays.

L. **Limitation on Non-Elevation Construction**. All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.

M. Lead and Asbestos: CONTRACTOR is responsible for performing investigation of lead and asbestos containing materials, and any required lead and asbestos abatement. CONTRACTOR shall provide GALVESTON COUNTY with a copy of a signed waste manifest from a proper disposal institution, in connection with CONTRACTOR's disposal of any lead or asbestos. CONTRACTOR is responsible for compliance with all local, State, and Federal laws, regulations and ordinances relating to lead and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified at Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Occupations Code (Lead-Based Paint Abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located

at Title 40, Part 61, Subpart M of the Code of Federal Regulations; and the National Emission Standards for Hazardous Air Pollutants.

N. Compliance With Federal Laws: CONTRACTOR shall be responsible for complying with the following federal laws, rules, and regulations:

1. Lead-Based Paint. CONTRACTOR is responsible for compliance with the Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B, as applicable.
2. Noise Abatement. CONTRACTOR is responsible for compliance with noise abatement and control policies established by HUD in 24 CFR Part 51, Subpart B. To help ensure noise levels do not become excessive, elevation activities are restricted to mostly weekdays and daylight hours.
3. Archeological Discoveries. CONTRACTOR is responsible for compliance with the National Historic Preservation Act of 1966, as amended, 16 USC 470 and 36 CFR Part 800, as applicable. In accordance with Section 106 of the National Historic Preservation Act, CONTRACTOR shall notify GALVESTON COUNTY as soon as practicable if it appears that site work may affect previously unidentified archeological resources. CONTRACTOR is required to immediately stop elevation activities in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the discovery. The GALVESTON COUNTY notification will allow the discovery to be further evaluated in consultation with the Texas Historical Commission. Site work can resume only after the discovery has been resolved with GALVESTON COUNTY and the Texas Historical Commission.
4. FEMA Record of Environmental Consideration Special Conditions required on implementation of Projects specified in Exhibit E.

O. Insurance: At all times during elevation, repair, or installation of the IMPROVEMENTS, CONTRACTOR will obtain and maintain in full force and effect the following insurance policies, which shall list GALVESTON COUNTY as additional insured and shall be issued by a company that is licensed to do business in the State of Texas and that has a rating equal to or exceeding A-;VII from A.M. Best. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

1. A commercial general liability policy including products, completed operations, contractual liability, with no residential exemptions or exclusions, with a combined single limit of $1,000,000 per occurrence and $2,000,000 general aggregate, and $2,000,000 products/completed operations aggregate;
2. An automobile liability policy with a combined single limit of $1,000,000 per accident for bodily injury and property damage to include owned, hired and non-owned autos;
3. Workers' compensation policy providing statutory Texas benefits;
4. A hazard insurance policy on a builder's all risk or special causes of loss policy form with a broad form named insured and with loss payable endorsements acceptable to GALVESTON COUNTY insuring the IMPROVEMENTS and all materials and supplies purchased with advances hereunder against all risks and losses, as well as an allowance for occupancy by HOMEOWNER if HOMEOWNER is remaining in the PROPERTY during elevation; and
5. A professional liability policy that will cover all acts, errors, or omissions in the amount of $1,000,000 per claim, with an annual aggregate of at least $2,000,000, inclusive of all legal defense costs. In addition, such coverage shall include the disclosure of personal information. If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Contract.
6. All liability insurance may be obtained by any combination of underlying and excess/umbrella policies.

P. WORKSITE Protection: CONTRACTOR shall be responsible for protection of the WORKSITE and building materials, including losses from theft for the duration of the contract period of performance as specified in PLANS AND SPECIFICATIONS (Exhibit A).

Q. Utilities: CONTRACTOR shall be responsible for notifying the HOMEOWNER when to disconnect the utilities. CONTRACTOR is responsible for any fees incurred for disconnecting the utilities. CONTRACTOR is also responsible for notifying the HOMEOWNER when to reconnect the utilities.

R. Information: CONTRACTOR is responsible for providing open channels of communication between HOMEOWNER, COUNTY, and local Inspectors including informing the HOMEOWNER what to expect during the elevation phase.

S. Debarment and Suspension: CONTRACTOR certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, or any other federal responsibility matters. CONTRACTOR agrees to include this certification in all contracts between itself and any subcontractors in connection

with services performed under this AGREEMENT. CONTRACTOR will notify the COUNTY in writing immediately if CONTRACTOR is not in compliance with Executive Order 12549 or other federal responsibility matters while performing this AGREEMENT, and will refund the COUNTY for any payments made to it while ineligible.

T. CONTRACTOR Warranty to HOMEOWNER: CONTRACTORs will provide for services performed under this AGREEMENT, a set of limited warranties and building and performance standards in accordance to the Texas Residential Construction Commission standards in place prior to the time that the Texas Residential Construction Commission ceased to exist, which include:

1. A five-year workmanship and materials warranty;
2. A five-year mechanical and delivery system warranty; and
3. A five-year structural warranty.

CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT. Contractor further ACKNOWLEDGES that it is not eligible for final payment hereunder until such Warranty policy has been delivered to HOMEOWNER with copy provided to COUNTY with such copy signed by HOMEOWNER evidencing HOMEOWNER'S receipt of such Warranty policy.

U. Limited Warranty to COUNTY: CONTRACTOR warrants that the Services provided under this AGREEMENT shall be performed in a good and workmanlike manner with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty during the period of performance of the AGREEMENT, provided COUNTY has delivered to CONTRACTOR timely notice of such breach as hereinafter required, CONTRACTOR shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to COUNTY that portion of the Price received by CONTRACTOR attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless COUNTY has delivered to CONTRACTOR written notice specifying in detail the non-conformities within seven (7) days after performance of the non-conforming Services or tender of the non-conforming Deliverables.

V. Equal Opportunity/Non-Discrimination: The CONTRACTOR agrees to abide by all Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination as to race, color, religion, national origin, sex, familial status, disability, or veteran status. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

W. BOND: Insert project specific payment/performance BOND details:

X. The CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits which may be required by any competent authority for the performance of the subject work.

Y. Assignment: CONTRACTOR shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the COUNTY acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the CONTRACTOR of any of its responsibilities under this AGREEMENT. A violation of this prohibition **shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.**

Z. Under no circumstances will the CONTRACTOR be responsible for any costs incurred with respect to any latent or unknown defects that exist at the project site. Any and all costs incurred by the CONTRACTOR with respect to the cure of any such latent or unknown conditions need to be recoverable by the CONTRACTOR.

AA. TWDB Provisions: CONTRACTOR must comply with all provisions listed in Exhibit D of this AGREEMENT. CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS

A. Limited Obligation of COUNTY: The COUNTY's obligation to HOMEOWNER and CONTRACTOR, or either of them, is to disburse the MITIGATION OFFER Amount in accordance with this AGREEMENT. The COUNTY will reimburse the full amount of eligible ICC claims to the HOMEOWNER upon receipt of settlement of such ICC claims from NFIP.

B. The COUNTY Is Not Responsible For Any Of the Following (this list is illustrative, and not exclusive):

1. The quality or timing of elevation;
2. Warranty work;

3. Resolution of disputes between HOMEOWNER and CONTRACTOR;
4. Enforcement of this AGREEMENT, or any other agreement, between HOMEOWNER and CONTRACTOR;
5. Payment of HOMEOWNER's Funds to CONTRACTOR (i.e. - the excess construction costs above the MITIGATION OFFER Amount);
6. Verification of liens on the PROPERTY;
7. Removal of liens;
8. Curing title defects; or
9. Acts or omissions of CONTRACTOR, HOMEOWNER, or any subcontractor or supplier.

C. Actions Do Not Create Duty: The COUNTY's funding activities under the PROGRAM do not create a legal duty to CONTRACTOR or HOMEOWNER. The COUNTY's actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening CONTRACTORs and HOMEOWNERs, approving contracts and subcontracts, and approving PLANS AND SPECIFICATIONS (Exhibit A) will be taken by the COUNTY for its own protection only. Except for the express obligations to fund the MITIGATION OFFER Amount and process eligible ICC claims, COUNTY shall not be deemed to have assumed any responsibility to HOMEOWNER, CONTRACTOR, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by any CONTRACTORs or subcontractors, or prevention of claims for mechanic's liens.

To the extent permitted by law, HOMEOWNER agrees to indemnify, defend and hold harmless the COUNTY, the State of Texas, the TWDB, and CONTRACTOR from and against any claims incurred by the COUNTY to the extent caused by HOMEOWNER's negligent acts, errors or omissions.

To the extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, HOMEOWNER, the State of Texas, and the TWDB from and against any claims incurred by the COUNTY to the extent caused by CONTRACTOR's negligent acts, errors or omissions.

D. Limitation of Warranties: To the fullest extent allowed by law, COUNTY makes no warranties of any kind, express or implied to HOMEOWNER, and HOMEOWNER WAIVES ALL WARRANTIES AND REPRESENTATIONS FROM COUNTY, WHETHER ORAL OR WRITTEN, WHETHER EXPRESSED OR IMPLIED, CONCERNING THE PROPERTY OR IMPROVEMENTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF HABITABILITY, FITNESS FOR PURPOSE, OR CONSTRUCTION IN A GOOD WORKMANLIKE MANNER. Nothing herein shall be construed or limiting CONTRACTOR's warranties to HOMEOWNER.

ARTICLE VIII. DEFAULT AND REMEDIES

A. CONTRACTOR Default: CONTRACTOR will be in default under this AGREEMENT upon the occurrence of any of the following events: (i) CONTRACTOR fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure; (ii) CONTRACTOR becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or (iii) CONTRACTOR commits a default under any other contract it has entered into with GALVESTON COUNTY. In the event of CONTRACTOR's default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its' sole discretion:

1. Terminate this AGREEMENT on written notice to CONTRACTOR.
2. Compel the CONTRACTOR to stop the work under this AGREEMENT on written notice to CONTRACTOR, whereupon CONTRACTOR shall withdraw from the PROPERTY and assign to GALVESTON COUNTY such of CONTRACTOR's subcontracts as GALVESTON COUNTY may request, and remove such materials, equipment, tools and instruments used by CONTRACTOR on the PROPERTY as GALVESTON COUNTY may direct.
3. Complete the work, either with or without using CONTRACTOR's materials, equipment, tools and instruments.
4. Instruct the bonding company which issued the performance BOND to complete the work with its own forces and at FINAL COMPLETION issue any remaining amounts due under this AGREEMENT to the bonding company.
5. Withhold the payment of any further sums due to CONTRACTOR under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS, whereupon GALVESTON COUNTY shall determine the amount, if any, of damages caused by CONTRACTOR's default, the amount to which CONTRACTOR is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate CONTRACTOR for the use of CONTRACTOR's materials, equipment, tools and instruments, and upon such determination, GALVESTON COUNTY shall pay to CONTRACTOR the net amount which may be due, if any, in accordance with such determination.

6. Sue CONTRACTOR for damages, injunctive, or equitable relief.

In addition to the remedies stated herein, the COUNTY has the right to pursue other remedies permitted by law or in equity. The COUNTY'S waiver of any event of default under this AGREEMENT shall not operate as a waiver of any subsequent default under the terms of this AGREEMENT.

B. HOMEOWNER's Default: HOMEOWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:

1. HOMEOWNER fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure;
2. HOMEOWNER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors;
3. HOMEOWNER commits a default under any other contract it has entered into with GALVESTON COUNTY;
4. HOMEOWNER has misused the proceeds of the MITIGATION OFFER; or
5. HOMEOWNER has made any misrepresentations in connection with this AGREEMENT. In the event of HOMEOWNER's default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:
   i. Terminate this AGREEMENT on written notice to HOMEOWNER.
   ii. Direct the CONTRACTOR to stop work on the IMPROVEMENTS, either temporarily or permanently notwithstanding the foregoing, sums earned by CONTRACTOR for elevation and delivery of the IMPROVEMENTS prior to any notice to CONTRACTOR of any misuse of funds or misrepresentation by HOMEOWNER shall be payable from GALVESTON COUNTY to CONTRACTOR.
   iii. Cancel disbursement of any unearned portion of the MITIGATION OFFER Amount and eligible ICC claim under this AGREEMENT.
   iv. Sue HOMEOWNER for damages, injunctive, or equitable relief.

ARTICLE IX. MISCELLANEOUS PROVISIONS

A. Relationship of PARTIES/Independent Contractors: CONTRACTOR is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the PARTIES hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this AGREEMENT.

B. Immunity Retained: The PARTIES agree that by entering into this AGREEMENT, the COUNTY has not waived any immunity it may have at common law or otherwise. The COUNTY specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this AGREEMENT. The COUNTY does not waive or in any way relinquish any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this AGREEMENT and performance of the covenants contained herein.

C. Inspection: Representatives from FEMA, TWDB, COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. CONTRACTOR and HOMEOWNER will take all steps necessary to assure that representatives from FEMA, TWDB, and the COUNTY, or their designees are permitted to examine and inspect the IMPROVEMENTS, the WORKSITE and the PROPERTY, and all contract, material, invoice, equipment, payrolls, and conditions of employment pertaining to CONTRACTOR'S work, including all relevant data and records. By such inspection, FEMA, TWDB, and COUNTY assume no responsibility to the HOMEOWNER for defective material or work under this AGREEMENT or to either PARTY for any breach of the AGREEMENT by the other.

D. Notice: Any notice required or permitted by this AGREEMENT shall be in writing, and shall be delivered to the respective PARTIES' addresses as set forth in Article II: Administrative Contacts. Any notice will be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, certified mail, and addressed to the intended recipient notice address set forth in the Cover Page, Article II: Administrative Contacts. Notice given in any other manner will be effective only if and when received by the intended recipient. Any address for notice may be changed by written notice delivered as provided herein.

E. Entirety of Agreement: This AGREEMENT contains the entire agreement and understanding among the PARTIES and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any kind, whether written or oral, relating to the subject matter herein or the services or deliverables to be provided hereunder.

F. Duty To Provide Additional Information: HOMEOWNER and CONTRACTOR shall, within three (3) business days of receipt, furnish to COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any:

1. Governmental or private authority having jurisdiction over the PROPERTY;
2. Insurance company carrying a policy pertaining to the PROPERTY;
3. Lender holding a lien or security interest against any part of the PROPERTY; or
4. Any person asserting a claim against HOMEOWNER, CONTRACTOR or the PROPERTY.

G. Governing Law and Venue: This AGREEMENT and the rights and obligations of the PARTIES hereto shall be governed by and construed according to the laws of the State of Texas and venue shall lie exclusively in Galveston County, Texas.

H. Severability: If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

I. Validity/Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then the legal limitations are made a part of this AGREEMENT and shall operate to amend this AGREEMENT to the minimum extent necessary to bring this AGREEMENT into conformity with the requirements of the limitations, and as so modified, this AGREEMENT shall continue in full force and effect.

J. Force Majeure: No PARTY shall be liable for any failure of or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this AGREEMENT or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. No PARTY shall be liable to the other(s) for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

K. Authority: Each PARTY represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and this AGREEMENT constitutes the legal, valid, and binding agreement of each PARTY hereto.

L. Amendment: This AGREEMENT may be amended only by written instrument duly authorized by each PARTY hereto and duly executed by each respective PARTY hereto.

M. Survival: The provisions of articles I, II, IV(A), VI(S),(T),(X), VII(C),(D), IX(B),(J), and Exhibit D shall survive the termination or expiration of this AGREEMENT.

*****EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE*****

*****The Remainder of this page is intentionally left blank*****

This AGREEMENT is hereby **EXECUTED** by the PARTIES hereto, each respective PARTY acting by and through its duly authorized representative, to be effective on the date specified herein.

COUNTY OF GALVESTON, TEXAS:

_____
Mark Henry, County Judge

_____
Date Signed

ATTEST:

_____
Dwight D. Sullivan, County Clerk

_____
Date Attested

CONTRACTOR:

Project Manager
Signature and Title

William Jobson Project Manager
Printed Name and Title of person signing for CONTRACTOR

12-27-13
Date Signed

HOMEOWNER (ALL PERSONS WITH OWNERSHIP INTEREST MUST SIGN):

Signature of Homeowner

12-27-13
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

EHM
A STRUCTURAL MOVING TRADITION

EHM, INC.
1122 Dickinson Ave.
Dickinson, TX 77539
Tel. 409-795-9800 Fax 636-463-1266
john@experthousemovers.com

Expert House Movers, Inc.
www.experthousemovers.com

12/13/2013

John Grady
124 St. Andrews
Friendswood, TX 77546

Home/Flood Map Description			
House Square Footage	1332	Free Board	N/A
Garage/Porch SF	552	Elevate (DFE)	30"-36"
Current Elevation (FFE)	33'	Effective Map	33'
Zone	X	Preliminary Map	34'
Elevation Type	Monolithic slab elevation/slab separate		
Relocation Allowance	45 days		
		CONTRACT AMOUNT:	$153,800.00

Elevation Proposal for Galveston County SRL Grant

ITEM #	WORK DESCRIPTION	QTY	PRICE/UNIT	PRICE
1	Obtain Engineered Drawings, TWIA Submittals, 3 Elevation Certificates and Required Inspections.			$10,175.00
2	Site prep which includes removal of decks, concrete, landscaping, gates, fencing, & homeowner items; Home Inspection, PreConstruction and Site Mobilization		4% Contract	$6,152.00
3	Raise the abovementioned residence to satisfy Program BFE and local Free Board Requirements	1884	$18/SF	$33,912.00
4	Tunneling/Excavating and installation of new pilings pushed to design depth and space, removal of unsuitable soils, backfill with clean fill per Engineer requirements and EHM warranty	46	$800 each	$36,800.00
5	Excavate under the exterior and interior load-bearing supports of the residence and pour approx. LF of continuous steel-reinforced concrete foundation: 24" wide x 12" thick	222	$45/LF	$9,990.00
7	Install linear feet of CMU block wall, including vents and access panel to meet TWIA, cell-grouted solid with steel reinforcement per Engineer Design	222	$50/LF	$11,100.00
8	Install 12" x 12" interior columns and fill solid with concrete per Eng. Design	8	$400 each	$3,200.00
9	Disconnect and reconnect/repair water, sewer, gas and electrical as required by local building agencies. EHM will reimburse homeowner for usage of utilities during project		3% Contract	$4,614.00
10	Disconnect raise and reconnect AC.		each	$2,590.00
11	Lower or Raise electric meter (after elevation) to required height		each	$3,775.00
12	Apply spray foam insulation onto underside of elevated slab	1332	$3/SF	$3,996.00
13	Install landings and staircase to meet minimum building code requirements at front.	1	4X4	$2,700.00
14	Install landings and staircase to meet minimum building code requirements at rear.	1	4X4	$2,700.00
16	Loads of Topsoil for grading.	5	$500	$2,500.00
17	Hours Grading to allow for proper drainage	14	$85/hr.	$1,190.00
18	Pallets of Sod with labor and installation	5	$300 each	$1,500.00
19	Replace existing landscaping removed during elevation. EHM will remove landscaping required for elevation and replace the removed landscaping. It is the homeowners obligation to water and maintain landscaping intended for replacement.			$2,500.00
20	Repair driveways, carport, sidewalks or sprinkler systems damaged during elevation	110	$10/SF	$1,100.00
21	Remove all trash and rubbish off site and General Labor		4% Contract	$6,152.00
22			SUBTOTAL	$146,646.00
23	Bonding, Insurance, Warranty, Supervision			$7,154.00
24	***Eligible Elevation Costs***			***$153,800.00***
25	**NON Eligible Elevation Costs**			$0.00
25	Install split face block	222	$4/SF	$888.00
25	**Total NON Eligible Costs**			$888.00

Exhibit B:

County of Galveston/SRL Elevation Program
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

Proposer: EHM Date of Certification: 12-27-13

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

William Holoson Project Manager
Printed name and title of person signing above for Proposer

Sworn to and Subscribed before me on this 27 day of DECEMBER, 2013.

_____
Notary Public in and for the State of Texas

My commission expires: OCT 14 2017

BRIAN RAMM
Notary Public, State of Texas
My Commission Expires
October 14, 2017

Exhibit C

Severe Repetitive Loss (SRL) Pilot Program
Final Mitigation Offer

Grantee [State/Territory/Tribe]: **Texas Water Development Board**

Subgrantee: **Galveston County**

Property Owner(s): John J. Grady

Property Address: 124 SAINT ANDREWS DR, FRIENDSWOOD, TX 77546

NFIP Policy Number: 8704163752 2013 **Repetitive Loss Number:**

This documents the formal Mitigation Offer of Assistance for the SRL program.

1. A mitigation grant has been awarded to Galveston County TX that includes your SRL property.
2. The SRL program is a voluntary program. Neither the State of Texas nor Galveston County will use their power of eminent domain to acquire your property for open space purposes if you choose not to participate or if negotiations fail.
3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected consistent with the federal Privacy Act and similar State and local laws and ordinances.
4. The estimated amounts in the Consultation Agreement are finalized in the Mitigation Offer below.
5. The Final Mitigation Offer is provided to you for **Elevation**. Galveston County will complete Section A. for property acquisition or Section B. for mitigation activities other than acquisition.

Section A. Property Acquisition

In order to receive pre-event market value for your property, you sign here to document your eligibility to receive that amount; otherwise, you will receive a Mitigation Offer based on appropriate purchase offer methodology (i.e. current market value, outstanding loans, original purchase price):

"I certify that I am a National of the United States or a qualified alien."

Elevation – N/A

_____ _____
Signature of SRL Property Owner(s) Date

_____ _____
Signature of SRL Property Owner(s) Date

Your Final Mitigation Offer is based on adjusting the valuation of your purchase offer of $0.00 by applicable additions (e.g. supplemental housing payments) of $0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of $0.00. The methodology used to calculate your property value (i.e. pre-event market value, current market value, outstanding loans, original purchase price) was $0.00.

Final Mitigation Offer: N/A

N/A

Federal / non-Federal Cost Share (75 / 25 or 90 / 10):

Cost borne by property owner: N/A

For any property potentially eligible for ICC under the SRL ICC pilot program, the homeowner will assign to the County the right to file an ICC claim (using the Assignment of Coverage D claim). The County will then file an ICC claim for an amount up to the covered ICC benefits to fulfill that portion of the minimum non-federal match for which the policyholder is responsible. Any ICC claim payment received will be reimbursed directly to the homeowner. This amount, not to exceed $30,000 is shown above as, *"Cost borne by property owner"*.

You are accountable for maintenance and insurance requirements for the property during the mitigation project (i.e., maintaining flood insurance through property transfer).

Your additional responsibilities may include, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County and Texas Water Development Board grant and contract requirements, and other programmatic requirements e.g., timelines for vacating the property and as specified below by Galveston County.

At this time you must sign the attached Statement of Voluntary Participation.

Section B. For Mitigation Activities Other than Acquisition

Your Final Mitigation Offer amount is based on adjusting the cost of the mitigation activity of by applicable additions of $0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of $0.00.

Final Mitigation Offer: **$164,895.00**

Federal / non-Federal Cost Share (75 / 25 or 90 / 10): 90%/10%

Cost borne by property owner: - 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:
John J. Grady

The local government and property owner will initial and date below to document each meeting related to the Mitigation Offer.

		12-27-13
Homeowner(s)	Local Government Official(s)	Date
Homeowner(s)	Local Government Official(s)	Date
Homeowner(s)	Local Government Official(s)	Date

Accepting or Declining the Mitigation Offer

You have 45 days from the date of the Mitigation Offer Letter to accept or decline the mitigation offer of assistance by signing the appropriate section below and returning it to County or County's representative. Failure to respond to the Mitigation Offer within 45 days of the date on this Mitigation Offer constitutes declining the Mitigation Offer.

1. You may request in writing that the Regional Administrator extend your period of time to consider the mitigation offer beyond 45 days. In your letter you must explain the extenuating circumstances. This request must be submitted before the expiration of the 45 day time period.

2. If you decline the Mitigation Offer made under the SRL program, your property will be subject to an increased flood insurance premium rate. Generally, this increase will occur upon renewal of the insurance policy. You will receive a separate Notice of NFIP Insurance Premium Rate Increase from FEMA.

3. If you decline the Mitigation Offer, you retain the right to appeal the increased flood insurance premium rate only in certain circumstances in accordance with 44 CFR Part 79.7 (d).

This offer of mitigation assistance remains open and available to you, even if you decline and/or appeal the offer, as long as the SRL program exists and funds are available.

Accepting the Mitigation Offer

Final Mitigation Offer: **$164,895.00**

Mitigation Activity: **Elevation**

I, the property owner, accept this Mitigation Offer

_____ 12-27-13

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: 8704637 3 77013 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

____
Signature

Date: 12-27-13

____
Signature

Date:________________________

CONTRACTOR

____
Signature

Date: 12-27-13

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 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.**

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 of person doing business with the governmental entity

12-27-13

Date

Adopted 06/29/2007

Exhibit G

Separate contract between Homeowner and Contractor for provision of Non-Elevation work

Exhibit G is not incorporated within AGREEMENT

2879

JOHN J. GRADY 10-88
1022 BELLGREEN 281-382-6710
HOUSTON, TEXAS 77062

12-27-13

EHM $ 2658.00

TWO THOUSAND, SIX HUNDRED & FIFTY-EIGHT

CHASE
JPMorgan Chase Bank, N.A.
www.Chase.com

HOUSE EXTRAS

[redacted] [redacted]

EHM

A STRUCTURAL MOVING TRADE

Date: December, 26 2

To: John Grady
Project: 124 st. Andrews
Friendswood, TX 77546

Expert House Movers, Inc., (EHM) agrees to furnish all labor and material necessary to complete the following:

Split face, Brick or Stucco veneer installed on exposed beams	$ 888.00
Build over-sized wood back porch (add)	1,000.00
Replace front sidewalk @$7sf	770.00

We propose to complete the above for the sum of Two Thousand, Six Hundred and Fifty-Eight Dollars and NO/100 ($2,658.00).

Payment due in full upon acceptance of this contract.

PAID 12-27-13
CK# 2879

Expert House Movers, Inc.

By: _____ 12-27-13
Date

ACCEPTANCE

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner: _____ 12-27-13
John Grady Date

Exhibit H

Blank FEMA NFIP Elevation Certificate and Instructions (2012 Edition), FEMA Form 086-0-33

FEMA

NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

AND

INSTRUCTIONS

2012 EDITION

National Flood Insurance Program

ELEVATION CERTIFICATE

Paperwork Reduction Act Notice

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

Privacy Act Statement

Authority: Title 44 CFR § 61.7 and 61.8.

Principal Purpose(s): This information is being collected for the primary purpose of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

Routine Use(s): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or the applicant may be subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

Purpose of the Elevation Certificate

The Elevation Certificate is an important administrative tool of the National Flood Insurance Program (NFIP). It is to be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

The Elevation Certificate is required in order to properly rate Post-FIRM buildings, which are buildings constructed after publication of the Flood Insurance Rate Map (FIRM), located in flood insurance Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. The Elevation Certificate is not required for Pre-FIRM buildings unless the building is being rated under the optional Post-FIRM flood insurance rules.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the Federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA or LOMR-F request. Lowest floor and lowest adjacent grade elevations certified by a surveyor or engineer will be required if the certificate is used to support a LOMA or LOMR-F request. A LOMA or LOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 package, whichever is appropriate.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP, non-residential buildings can be floodproofed up to or above the Base Flood Elevation (BFE). A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

Additional guidance can be found in FEMA Publication 467-1, Floodplain Management Bulletin: Elevation Certificate, available on FEMA's website at http://www.fema.gov/library/viewRecord.do?id=1727.

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

ELEVATION CERTIFICATE

IMPORTANT: Follow the instructions on pages 1–9.

OMB No. 1660-0008
Expiration Date: July 31, 2015

SECTION A – PROPERTY INFORMATION

	FOR INSURANCE COMPANY USE
A1. Building Owner's Name	Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.	Company NAIC Number:
City State ZIP Code	

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) _____

A5. Latitude/Longitude: Lat. _____ Long. _____ Horizontal Datum: ☐ NAD 1927 ☐ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number _____

A8. For a building with a crawlspace or enclosure(s):
- a) Square footage of crawlspace or enclosure(s) _____ sq ft
- b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____
- c) Total net area of flood openings in A8.b _____ sq in
- d) Engineered flood openings? ☐ Yes ☐ No

A9. For a building with an attached garage:
- a) Square footage of attached garage _____ sq ft
- b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____
- c) Total net area of flood openings in A9.b _____ sq in
- d) Engineered flood openings? ☐ Yes ☐ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number			B2. County Name		B3. State
B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:
☐ FIS Profile ☐ FIRM ☐ Community Determined ☐ Other/Source: _____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☐ No
Designation Date: _____ / _____ / _____ ☐ CBRS ☐ OPA

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: _____ Vertical Datum: _____

Indicate elevation datum used for the elevations in items a) through h) below. ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____
Datum used for building elevations must be the same as that used for the BFE.

		Check the measurement used.
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	_____ . _____	☐ feet ☐ meters
b) Top of the next higher floor	_____ . _____	☐ feet ☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	_____ . _____	☐ feet ☐ meters
d) Attached garage (top of slab)	_____ . _____	☐ feet ☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	_____ . _____	☐ feet ☐ meters
f) Lowest adjacent (finished) grade next to building (LAG)	_____ . _____	☐ feet ☐ meters
g) Highest adjacent (finished) grade next to building (HAG)	_____ . _____	☐ feet ☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	_____ . _____	☐ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

☐ Check here if comments are provided on back of form.
☐ Check here if attachments.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ☐ No

Certifier's Name		License Number	
Title	Company Name		
Address	City	State	ZIP Code
Signature	Date	Telephone	

PLACE SEAL HERE

See reverse side for continuation.

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments

Signature Date

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B,and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____ . _____ ☐ feet ☐ meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____ . _____ ☐ feet ☐ meters Datum _____

G10. Community's design flood elevation: _____ . _____ ☐ feet ☐ meters Datum _____

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

☐ Check here if attachments.

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

BUILDING PHOTOGRAPHS

Continuation Page

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

Instructions for Completing the Elevation Certificate

OMB No. 1660-0008
Expiration Date: July 31, 2015

The Elevation Certificate is to be completed by a land surveyor, engineer, or architect who is authorized by law to certify elevation information when elevation information is required for Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. Community officials who are authorized by law or ordinance to provide floodplain management information may also complete this form. For Zones AO and A (without BFE), a community official, a property owner, or an owner's representative may provide information on this certificate, unless the elevations are intended for use in supporting a request for a LOMA or LOMR-F. Certified elevations must be included if the purpose of completing the Elevation Certificate is to obtain a LOMA or LOMR-F.

The property owner, the owner's representative, or local official who is authorized by law to administer the community floodplain ordinance can complete Section A and Section B. The partially completed form can then be given to the land surveyor, engineer, or architect to complete Section C. The land surveyor, engineer, or architect should verify the information provided by the property owner or owner's representative to ensure that this certificate is complete.

In Puerto Rico only, elevations for building information and flood hazard information may be entered in meters.

SECTION A – PROPERTY INFORMATION

Items A1–A4. This section identifies the building, its location, and its owner. Enter the name(s) of the building owner(s), the building's complete street address, and the lot and block numbers. If the building's address is different from the owner's address, enter the address of the building being certified. If the address is a rural route or a Post Office box number, enter the lot and block numbers, the tax parcel number, the legal description, or an abbreviated location description based on distance and direction from a fixed point of reference. For the purposes of this certificate, "building" means both a building and a manufactured (mobile) home.

A map may be attached to this certificate to show the location of the building on the property. A tax map, FIRM, or detailed community map is appropriate. If no map is available, provide a sketch of the property location, and the location of the building on the property. Include appropriate landmarks such as nearby roads, intersections, and bodies of water. For building use, indicate whether the building is residential, non-residential, an addition to an existing residential or non-residential building, an accessory building (e.g., garage), or other type of structure. Use the Comments area of the appropriate section if needed, or attach additional comments.

Item A5. Provide latitude and longitude coordinates for the center of the front of the building. Use either decimal degrees (e.g., 39.5043°, -110.7585°) or degrees, minutes, seconds (e.g., 39° 30' 15.5", -110° 45' 30.7") format. If decimal degrees are used, provide coordinates to at least 4 decimal places or better. When using degrees, minutes, seconds, provide seconds to at least 1 decimal place or better. The latitude and longitude coordinates must be accurate within 66 feet. When the latitude and longitude are provided by a surveyor, check the "Yes" box in Section D and indicate the method used to determine the latitude and longitude in the Comments area of Section D. If the Elevation Certificate is being certified by other than a licensed surveyor, engineer, or architect, this information is not required. Provide the type of datum used to obtain the latitude and longitude. FEMA prefers the use of NAD 1983.

Item A6. If the Elevation Certificate is being used to obtain flood insurance through the NFIP, the certifier must provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

Item A7. Select the diagram on pages 7–9 that best represents the building. Then enter the diagram number and use the diagram to identify and determine the appropriate elevations requested in Items C2.a–h. If you are unsure of the correct diagram, select the diagram that most closely resembles the building being certified.

Item A8.a Provide the square footage of the crawlspace or enclosure(s) below the lowest elevated floor of an elevated building with or without permanent flood openings. Take the measurement from the outside of the crawlspace or enclosure(s). Examples of elevated buildings constructed with crawlspace and enclosure(s) are shown in Diagrams 6–9 on pages 8–9. Diagram 2, 4, or 9 should be used for a building constructed with a crawlspace floor that is below the exterior grade on all sides.

Items A8.b–d Enter in Item A8.b the number of permanent flood openings in the crawlspace or enclosure(s) that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. Estimate the total net area of all such permanent flood openings in square inches, excluding any bars, louvers, or other covers of the permanent flood openings, and enter the total in Item A8.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A8.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the crawlspace or enclosure(s) have no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter "0" (zero) in Items A8.b–c.

Item A9.a Provide the square footage of the attached garage with or without permanent flood openings. Take the measurement from the outside of the garage.

Items A9.b–d Enter in Item A9.b the number of permanent flood openings in the attached garage that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. This includes any openings that are in the garage door that are no higher than 1.0 foot above the adjacent grade. Estimate the total net area of all such permanent flood openings in square inches and enter the total in Item A9.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A9.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the garage has no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter "0" (zero) in Items A9.b–c.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Complete the Elevation Certificate on the basis of the FIRM in effect at the time of the certification.

The information for Section B is obtained by reviewing the FIRM panel that includes the building's location. Information about the current FIRM is available from the Federal Emergency Management Agency (FEMA) by calling 1-800-358-9616. If a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR-F) has been issued by FEMA, please provide the letter date and case number in the Comments area of Section D or Section G, as appropriate.

For a building in an area that has been annexed by one community but is shown on another community's FIRM, enter the community name and 6-digit number of the annexing community in Item B1, the name of the county or new county, if necessary, in Item B2, and the FIRM index date for the annexing community in Item B6. Enter information from the actual FIRM panel that shows the building location, even if it is the FIRM for the previous jurisdiction, in Items B4, B5, B7, B8, and B9.

If the map in effect at the time of the building's construction was other than the current FIRM, and you have the past map information pertaining to the building, provide the information in the Comments area of Section D.

Item B1. NFIP Community Name & Community Number. Enter the complete name of the community in which the building is located and the associated 6-digit community number. For a newly incorporated community, use the name and 6-digit number of the new community. Under the NFIP, a "community" is any State or area or political subdivision thereof, or any Indian tribe or authorized native organization, that has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the NFIP *Community Status Book*, available on FEMA's web site at http://www.fema.gov/fema/csb.shtm, or call 1-800-358-9616.

Item B2. County Name. Enter the name of the county or counties in which the community is located. For an unincorporated area of a county, enter "unincorporated area." For an independent city, enter "independent city."

Item B3. State. Enter the 2-letter state abbreviation (for example, VA, TX, CA).

Items B4–B5. Map/Panel Number and Suffix. Enter the 10-character "Map Number" or "Community Panel Number" shown on the FIRM where the building or manufactured (mobile) home is located. For maps in a county-wide format, the sixth character of the "Map Number" is the letter "C" followed by a 4-digit map number. For maps not in a county-wide format, enter the "Community Panel Number" shown on the FIRM.

Item B6. FIRM Index Date. Enter the effective date or the map revised date shown on the FIRM Index.

Item B7. FIRM Panel Effective/Revised Date. Enter the map effective date or the map revised date shown on the FIRM panel. This will be the latest of all dates shown on the map. The current FIRM panel effective date can be determined by calling 1-800-358-9616.

Item B8. Flood Zone(s). Enter the flood zone, or flood zones, in which the building is located. All flood zones containing the letter "A" or "V" are considered Special Flood Hazard Areas. The flood zones are A, AE, A1–A30, V, VE, V1–V30, AH, AO, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. Each flood zone is defined in the legend of the FIRM panel on which it appears.

Item B9. Base Flood Elevation(s). Using the appropriate Flood Insurance Study (FIS) Profile, Floodway Data Table, or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site. If the building is located in more than 1 flood zone in Item B8, list all appropriate BFEs in Item B9. BFEs are shown on a FIRM or FIS Profile for Zones A1–A30, AE, AH, V1–V30, VE, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO; flood depth numbers are shown for Zone AO. Use the AR BFE if the building is located in any of Zones AR/A, AR/AE, AR/A1 A30, AR/AH, or AR/AO. In A or V zones where BFEs are not provided on the FIRM, BFEs may be available from another source. For example, the community may have established BFEs or obtained BFE data from other sources for the building site. For subdivisions and other developments of more than 50 lots or 5 acres, establishment of BFEs is required by the community's floodplain management ordinance. If a BFE is obtained from another source, enter the BFE in Item B9. In an A Zone where BFEs are not available, complete Section E and enter N/A for Section B, Item B9. Enter the BFE to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Item B10. Indicate the source of the BFE that you entered in Item B9. If the BFE is from a source other than FIS Profile, FIRM, or community, describe the source of the BFE.

Item B11. Indicate the elevation datum to which the elevations on the applicable FIRM are referenced as shown on the map legend. The vertical datum is shown in the Map Legend and/or the Notes to Users on the FIRM.

Item B12. Indicate whether the building is located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA). (OPAs are portions of coastal barriers that are owned by Federal, State, or local governments or by certain non-profit organizations and used primarily for natural resources protection.) Federal flood insurance is prohibited in designated CBRS areas or OPAs for buildings or manufactured (mobile) homes built or substantially improved after the date of the CBRS or OPA designation. For the first CBRS designations, that date is October 1, 1983. Information about CBRS areas and OPAs may be obtained on the FEMA web site at http://www.fema.gov/business/nfip/cbrs/cbrs.shtm.

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

Complete Section C if the building is located in any of Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO, or if this certificate is being used to support a request for a LOMA or LOMR-F. If the building is located in Zone AO or Zone A (without BFE), complete Section E instead. To ensure that all required elevations are obtained, it may be necessary to enter the building (for instance, if the building has a basement or sunken living room, split-level construction, or machinery and equipment).

Surveyors may not be able to gain access to some crawlspaces to shoot the elevation of the crawlspace floor. If access to the crawlspace is limited or cannot be gained, follow one of these procedures.

- Use a yardstick or tape measure to measure the height from the floor of the crawlspace to the "next higher floor," and then subtract the crawlspace height from the elevation of the "next higher floor." If there is no access to the crawlspace, use the exterior grade next to the structure to measure the height of the crawlspace to the "next higher floor."
- Contact the local floodplain administrator of the community in which the building is located. The community may have documentation of the elevation of the crawlspace floor as part of the permit issued for the building.
- If the property owner has documentation or knows the height of the crawlspace floor to the next higher floor, try to verify this by looking inside the crawlspace through any openings or vents.

In all 3 cases, provide the elevation in the Comments area of Section D on the back of the form and a brief description of how the elevation was obtained.

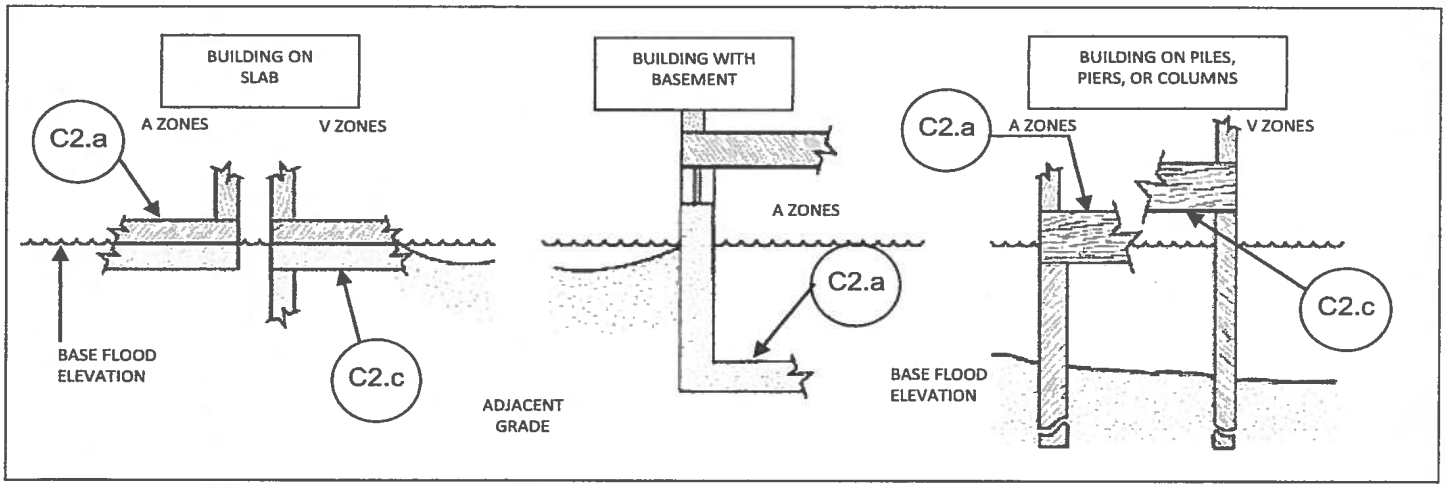
Item C1. Indicate whether the elevations to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first 2 choices, a post-construction Elevation Certificate will be required when construction is complete. If the building is under construction, include only those elevations that can be surveyed in Items C2.a–h. Use the Comments area of Section D to provide elevations obtained from the construction plans or drawings. Select "Finished Construction" only when all machinery and/or equipment such as furnaces, hot water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

Item C2. A field survey is required for Items C2.a–h. Most control networks will assign a unique identifier for each benchmark. For example, the National Geodetic Survey uses the Permanent Identifier (PID). For the benchmark utilized, provide the PID or other unique identifier assigned by the maintainer of the benchmark. For GPS survey, indicate the benchmark used for the base station, the Continuously Operating Reference Stations (CORS) sites used for an On-line Positioning User Service (OPUS) solution (also attach the OPUS report), or the name of the Real Time Network used.

Also provide the vertical datum for the benchmark elevation. All elevations for the certificate, including the elevations for Items C2.a–h, must use the same datum on which the BFE is based. Show the conversion from the field survey datum used if it differs from the datum used for the BFE entered in Item B9 and indicate the conversion software used. Show the datum conversion, if applicable, in the Comments area of Section D.

For property experiencing ground subsidence, the most recent reference mark elevations must be used for determining building elevations. However, when subsidence is involved, the BFE should not be adjusted. Enter elevations in Items C2.a–h to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Items C2.a–d Enter the building elevations (excluding the attached garage) indicated by the selected building diagram (Item A7) in Items C2.a–c. If there is an attached garage, enter the elevation for top of attached garage slab in Item C2.d. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If the building is located in a V zone on the FIRM, complete Item C2.c. If the flood zone cannot be determined, enter elevations for all of Items C2.a–h. For buildings in A zones, elevations a, b, d, and e should be measured at the top of the floor. For buildings in V zones, elevation c must be measured at the bottom of the lowest horizontal structural member of the floor (see drawing below). For buildings



elevated on a crawlspace, Diagrams 8 and 9, enter the elevation of the top of the crawlspace floor in Item C2.a, whether or not the crawlspace has permanent flood openings (flood vents). *If any item does not apply to the building, enter "N/A" for not applicable.*

Item C2.e Enter the lowest platform elevation of at least 1 of the following machinery and equipment items: elevators and their associated equipment, furnaces, hot water heaters, heat pumps, and air conditioners in an attached garage or enclosure or on an open utility platform that provides utility services for the building. Note that elevations for these specific machinery and equipment items are required in order to rate the building for flood insurance. Local floodplain management officials are required to ensure that <u>all</u> machinery and equipment servicing the building are protected from flooding. Thus, local officials may require that elevation information for all machinery and equipment, including ductwork, be documented on the Elevation Certificate. If the machinery and/or equipment is mounted to a wall, pile, etc., enter the platform elevation of the machinery and/

or equipment. Indicate machinery/equipment type and its general location, e.g., on floor inside garage or on platform affixed to exterior wall, in the Comments area of Section D or Section G, as appropriate. *If this item does not apply to the building, enter "N/A" for not applicable.*

Items C2.f–g Enter the elevation of the ground, sidewalk, or patio slab immediately next to the building. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

Item C2.h Enter the lowest grade elevation at the deck support or stairs. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

Complete as indicated. This section of the Elevation Certificate may be signed by only a land surveyor, engineer, or architect who is authorized by law to certify elevation information. Place your license number, your seal (as allowed by the State licensing board), your signature, and the date in the box in Section D. You are certifying that the information on this certificate represents your best efforts to interpret the data available and that you understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001. Use the Comments area of Section D, on the back of the certificate, to provide datum, elevation, openings, or other relevant information not specified on the front.

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

Complete Section E if the building is located in Zone AO or Zone A (without BFE). Otherwise, complete Section C instead. Explain in the Section F Comments area if the measurement provided under Items E1–E4 is based on the "natural grade."

Items E1.a and b Enter in Item E1.a the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG). Enter in Item E1.b the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the lowest adjacent grade (LAG). For buildings in Zone AO, the community's floodplain management ordinance requires the lowest floor of the building be elevated above the highest adjacent grade at least as high as the depth number on the FIRM. Buildings in Zone A (without BFE) may qualify for a lower insurance rate if an engineered BFE is developed at the site.

Item E2. For Building Diagrams 6–9 with permanent flood openings (see pages 8–9), enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the next higher floor or elevated floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG).

Item E3. Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, for the top of attached garage slab. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) *If this item does not apply to the building, enter "N/A" for not applicable.*

Item E4. Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, of the platform elevation that supports the machinery and/or equipment servicing the building. Indicate machinery/equipment type in the Comments area of Section F. *If this item does not apply to the building, enter "N/A" for not applicable.*

Item E5. For those communities where this base flood depth is not available, the community will need to determine whether the top of the bottom floor is elevated in accordance with the community's floodplain management ordinance.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

Complete as indicated. This section is provided for certification of measurements taken by a property owner or property owner's representative when responding to Sections A, B, and E. The address entered in this section must be the actual mailing address of the property owner or property owner's representative who provided the information on the certificate.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

Complete as indicated. The community official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Section C may be filled in by the local official as provided in the instructions below for Item G1. If the authorized community official completes Sections C, E, or G, complete the appropriate item(s) and sign this section.

Check **Item G1** if Section C is completed with elevation data from other documentation, including elevations obtained from the Community Rating System Elevation Software, that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. Indicate the source of the elevation data and the date obtained in the Comments area of Section G. If you are both a community official and a licensed land surveyor, engineer, or architect authorized by law to certify elevation information, and you performed the actual survey for a building in Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/A1–A30, AR/AE, AR/AH, or AR/AO, you must also complete Section D.

Check **Item G2** if information is entered in Section E by the community for a building in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

Check **Item G3** if the information in Items G4–G10 has been completed for community floodplain management purposes to document the as-built lowest floor elevation of the building. Section C of the Elevation Certificate records the elevation of various building components but does not determine the lowest floor of the building or whether the building, as constructed, complies with the community's floodplain management ordinance. This must be done by the community. Items G4–G10 provide a way to document these determinations.

Item G4. Permit Number. Enter the permit number or other identifier to key the Elevation Certificate to the permit issued for the building.

Item G5. Date Permit Issued. Enter the date the permit was issued for the building.

Item G6. Date Certificate of Compliance/Occupancy Issued. Enter the date that the Certificate of Compliance or Occupancy or similar written official documentation of as-built lowest floor elevation was issued by the community as evidence that all work authorized by the floodplain development permit has been completed in accordance with the community's floodplain management laws or ordinances.

Item G7. New Construction or Substantial Improvement. Check the applicable box. "Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building before the start of construction of the improvement. The term includes buildings that have incurred substantial damage, regardless of the actual repair work performed.

Item G8. As-built lowest floor elevation. Enter the elevation of the lowest floor (including basement) when the construction of the building is completed and a final inspection has been made to confirm that the building is built in accordance with the permit, the approved plans, and the community's floodplain management laws or ordinances. Indicate the elevation datum used.

Item G9. BFE. Using the appropriate FIRM panel, FIS Profile, or other data source, locate the property and enter the BFE (or base flood depth) of the building site. Indicate the elevation datum used.

Item G10. Community's design flood elevation. Enter the elevation (including freeboard above the BFE) to which the community requires the lowest floor to be elevated. Indicate the elevation datum used.

Enter your name, title, and telephone number, and the name of the community. Sign and enter the date in the appropriate blanks.

Building Diagrams

The following diagrams illustrate various types of buildings. Compare the features of the building being certified with the features shown in the diagrams and select the diagram most applicable. Enter the diagram number in Item A7, the square footage of crawlspace or enclosure(s) and the area of flood openings in square inches in Items A8.a–c, the square footage of attached garage and the area of flood openings in square inches in Items A9.a–c, and the elevations in Items C2.a–h.

In A zones, the floor elevation is taken at the top finished surface of the floor indicated; in V zones, the floor elevation is taken at the bottom of the lowest horizontal structural member (see drawing in instructions for Section C).

DIAGRAM 1A

All slab-on-grade single- and multiple-floor buildings (other than split-level) and high-rise buildings, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor is at or above ground level (grade) on at least 1 side.*

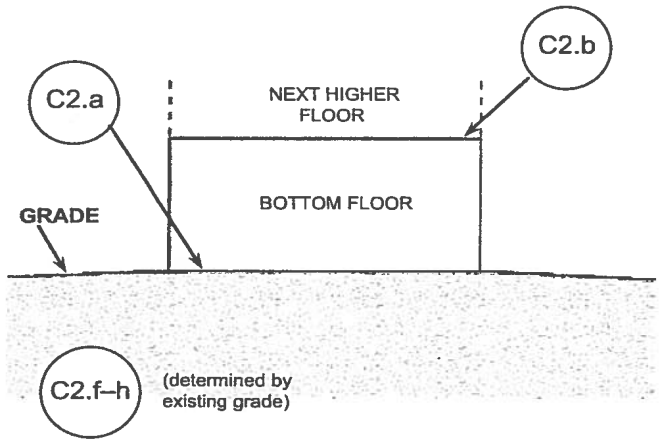


DIAGRAM 1B

All raised-slab-on-grade or slab-on-stem-wall-with-fill single- and multiple-floor buildings (other than split-level), either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor is at or above ground level (grade) on at least 1 side.*

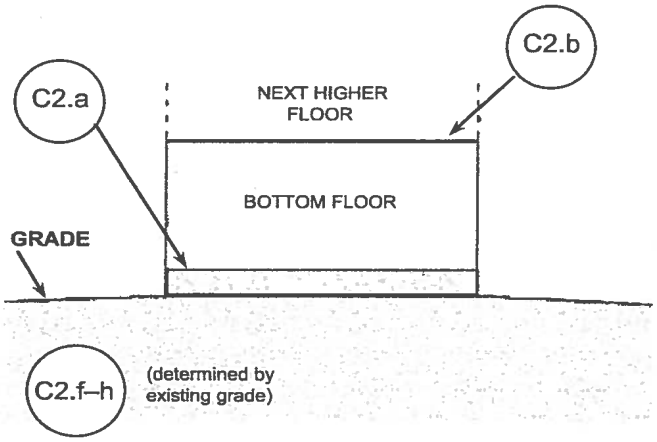
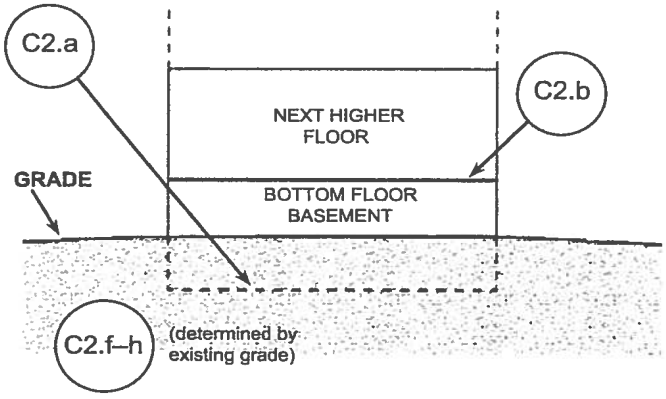


DIAGRAM 2

All single- and multiple-floor buildings with basement (other than split-level) and high-rise buildings with basement, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

DIAGRAM 3

All split-level buildings that are slab-on-grade, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (excluding garage) is at or above ground level (grade) on at least 1 side.*

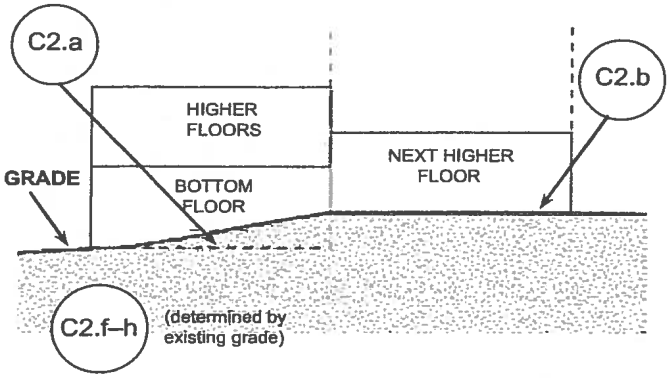


DIAGRAM 4

All split-level buildings (other than slab-on-grade), either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*

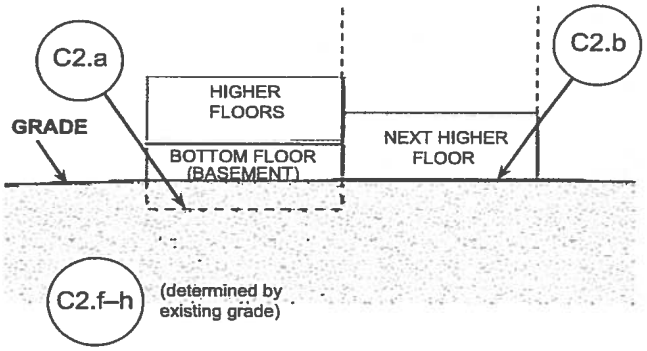


DIAGRAM 5

All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is open, with no obstruction to flow of floodwaters (open lattice work and/or insect screening is permissible).

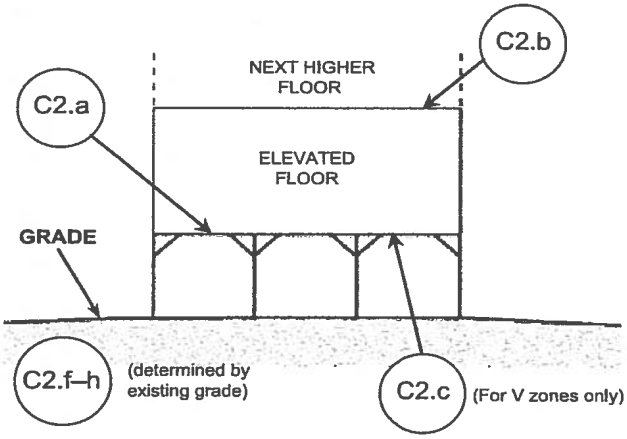
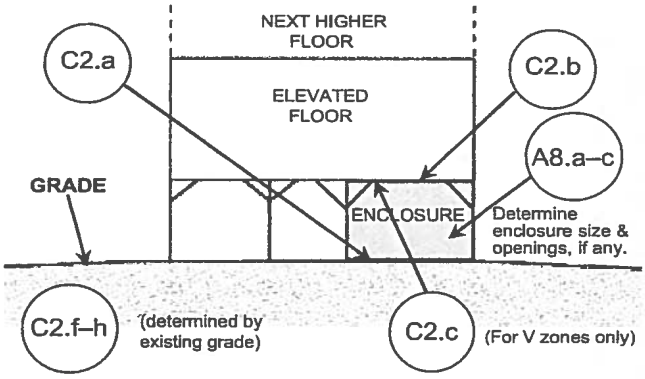


DIAGRAM 6

All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

DIAGRAM 7

All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least 1 side is at or above grade. The principal use of this building is located in the elevated floors of the building.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.

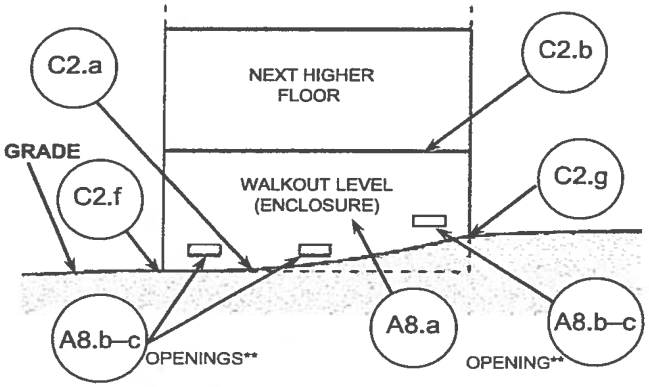


DIAGRAM 8

All buildings elevated on a crawlspace with the floor of the crawlspace at or above grade on at least 1 side, with or without an attached garage.

Distinguishing Feature – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawlspace is with or without openings** present in the walls of the crawlspace. Indicate information about crawlspace size and openings in Section A – Property Information.

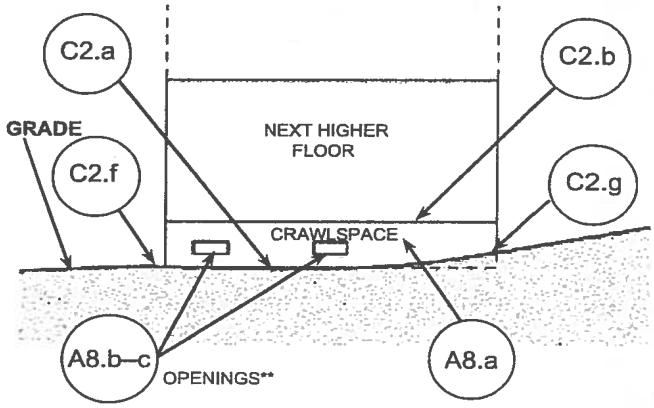
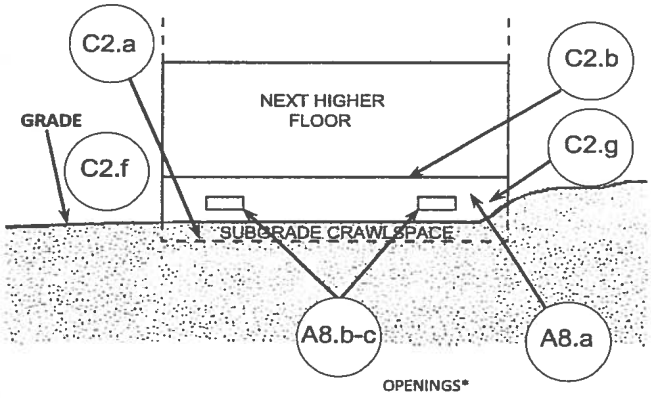


DIAGRAM 9

All buildings (other than split-level) elevated on a sub-grade crawlspace, with or without attached garage.

Distinguishing Feature – The bottom (crawlspace) floor is below ground level (grade) on all sides.* (If the distance from the crawlspace floor to the top of the next higher floor is more than 5 feet, or the crawlspace floor is more than 2 feet below the grade [LAG] on all sides, use Diagram 2.)



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

AGENDA ITEM #31.a.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), David M Bridges and Rochelle E Bridges (HOMEOWNER), and EHM (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 **510 FALLING LEAF DR, 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: cynthia.pagan@co.galveston.tx.us

CONTRACTOR:

Name of Company: EHM
Name of Designated contact person: John Matyiko
Address: 122 Dickenson Ave, Dickenson, TX 77539

Telephone: 409-795-7800
Email: john@experthousemovers.com

HOMEOWNER:

Name of HOMEOWNER(S) (list all persons and/or entities listed as current Grantee(s) within real property records on file in the Galveston County Clerk's Office for the PROPERTY);

Title to PROPERTY is in: David M Bridges and Rochelle E Bridges

HOMEOWNER'S contact: David M Bridges and Rochelle E Bridges*
Address of Homeowner: 510 FALLING LEAF
FRIENDSWOOD, TX 77546
Telephone: 281-389-1883
Email: david@friendswoodfriends.org

*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	**$262,345.00**
d. NON-ELEVATION COSTS**	**$5,229.00**
e. TEMPORARY HOUSING, if applicable***	**$2,548.00**
f. ICC Claim Processing Fee****	$TBD
Total Budgeted PROJECT HARD COSTS:	**$277,122.00**

2. PROJECT HARD COSTS:

a. Total Due from HOMEOWNER:	
10% of Preparation and Presentation of MITIGATION OFFER*	$350.00
10% of Project Management*	$350.00
10% of ELEVATION CONTRACT AMOUNT	**$26,234.50**
100% of NON-ELEVATION COSTS (paid separately)**	**$5,229.00+**
TEMPORARY HOUSING, if applicable (reimbursed 90%)***	**$2,548.00***
10% of ICC claim processing fee ($100), if applicable****	$TBD
b. Federal Share (90% of grant eligible costs):	
90% of Preparation and Presentation of MITIGATION OFFER*	$3,150.00
90% of Project Management	$3,150.00
90% of ELEVATION CONTRACT AMOUNT	**$236,110.50**
00% of NON-ELEVATION COSTS**	$0.00
90% reimbursement of TEMPORARY HOUSING, if applicable***	**$2,293.20**
90% of ICC claim processing fee ($900), if applicable****	$TBD
c. Total PROJECT HARD COSTS:	**$277,122.00**

*, **, ***, and **** are described below:

* $350 was paid by HOMEOWNER prior to presentation of MITIGATION OFFER and is HOMEOWNER'S 10% match of the $3,500.00 fee for preparation and presentation of MITIGATION OFFER. $350 was paid by HOMEOWNER at time of signing this AGREEMENT and is HOMEOWNER'S 10% match of the $3,500.00 Project Management cost.

** Non-elevation construction is pursuant to a separate agreement between HOMEOWNER and CONTRACTOR. A copy of such agreement covering non-elevation is attached hereto as Exhibit G for informational purposes.

*** TEMPORARY HOUSING is on a reimbursement basis (at 90% reimbursement) and thus is not included in

calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING reimbursement is not known at the time of signing the MITIGATION OFFER and this AGREEMENT as it is on a reimbursement basis. TEMPORARY HOUSING estimated by CONTRACTOR in PLANS AND SPECIFICATIONS (Exhibit A) is used herein for COUNTY budgetary matters associated with this SRL Program. TEMPORARY HOUSING costs, when eligible for reimbursement and actually incurred by HOMEOWNER, shall be submitted by HOMEOWNER to COUNTY for reimbursement in accordance with Article V, Section C of this AGREEMENT. Subsequent to reimbursement, COUNTY shall reconcile to determine PROJECT HARD COSTS for grant administration requirements.

**** ICC claim processing fee will only be charged if an ICC claim is processed by COUNTY. Eligible HOMEOWNER 10% LOCAL SHARE AMOUNT ($100.00) will be withheld from ICC funds received by COUNTY when disbursed to HOMEOWNER.

B. **Payments to CONTRACTOR/Draw Schedule:**

1. In the event that CONTRACTOR has obtained a BOND, CONTRACTOR shall be entitled to request up to four (4) disbursements from the ELEVATION CONTRACT AMOUNT after completion of each phase of work and submitting the following documentation.
2. The schedules for disbursements of draw requests are set forth as follows:
   a. **Phase 1 Pre-elevation/mobilization** - 30% of the total ELEVATION CONTRACT AMOUNT upon receipt of inspector's report plus the submittal of the following:
      1. Foundation inspection is required;
      2. CONTRACTOR Request for Payment Form;
      3. CONTRACTOR itemized invoice;
      4. Progress Inspection Report Form;
         a.) Engineering feasibility letter
         b.) Initial elevation certificate
         c.) Project PLANS AND SPECIFICATIONS (Exhibit A)
         d.) Project timetable
         e.) Copies of requisite permits
         f.) Copy of fully executed Tri-party AGREEMENT
      5. Pre-elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
      6. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
      7. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
   b. **Phase 2 Raised, ready to set, building department inspections** – second 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 60% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
      1. CONTRACTOR Request for Payment Form;
      2. CONTRACTOR itemized invoice;
      3. Progress Inspection Report Form;
         a.) Engineering concurrence
         b.) Concurrence as to 60% completion
         c.) Copies of requisite permits
         d.) TWIA compliance
         e.) Grant compliance
         f.) HOMEOWNER acceptance
      4. Phase 2 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
      5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
      6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

c. **Phase 3 Structure elevated to design height, foundation installed, mechanicals reconnected** - 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 90% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:

1. CONTRACTOR Request for Payment Form;
2. CONTRACTOR itemized invoice;
3. Progress Inspection Report Form;
   a.) Engineering concurrence
   b.) Concurrence as to 90% completion
   c.) TWIA compliance
   d.) ADA compliance (if required)
   e.) Grant compliance
   f.) HOMEOWNER acceptance
4. Phase 3 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

d. **Phase 4 Final Inspection, occupancy certificate, all grant requirements met** - 10% of the total ELEVATION CONTRACT AMOUNT, provided that the elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:

1. CONTRACTOR Request for Payment Form;
2. Final CONTRACTOR itemized invoice;
3. Final Inspection Form;
4. Post Elevation - Elevation Certificate (FEMA Form 086-0-33), a blank FEMA Form 086-0-33 with its instructions is attached hereto as Exhibit H;
5. Certificate of occupancy;
6. New survey (if required);
7. Signed and notarized Lien Waiver Affidavit CONTRACTOR (**Final**) Form;
8. Signed and notarized Lien Waiver Affidavit Subcontractor (**Final**) Form;
9. Copy of CONTRACTOR Warranties that have been signed by HOMEOWNER (please refer to Article VI(T) on page 13 of this AGREEMENT);
10. HOMEOWNER acceptance;
11. Grant compliance reconciliation (if non-grant work was also performed); and
12. Final elevation photographs – minimum of three (3) views each of front and each side to show all four exterior walls and an adequate number of pictures for the interior.

3. Withholding Payment to CONTRACTOR: COUNTY shall be entitled to withhold payment to CONTRACTOR while any of the following conditions exist:

a. The location, installation or elevation of the IMPROVEMENTS violates or interferes with any applicable recorded instrument or governmental regulation affecting the PROPERTY;
b. CONTRACTOR makes a material misrepresentation in the Request for Payment; and/or
c. Notice of a claim or lien on the PROPERTY has been received in connection with the elevation, repair or installation of the IMPROVEMENTS, and has not been released.

ARTICLE V. HOMEOWNER'S OBLIGATIONS

A. HOMEOWNER's Portion of the ELEVATION CONTRACT AMOUNT: HOMEOWNER must pay the total of the LOCAL SHARE AMOUNT in the form of a check made payable to GALVESTON COUNTY at the time of signing this AGREEMENT. Eligible HOMEOWNERs may receive a refund up to the full LOCAL SHARE AMOUNT through an ICC claim. HOMEOWNER may receive ninety-percent (90%) reimbursement for eligible TEMPORARY HOUSING costs incurred by HOMEOWNER, as eligible TEMPORARY HOUSING costs are allowable PROJECT HARD COSTS in the SRL Program.

B. Taxes: HOMEOWNER will pay all real estate taxes and assessments of every kind on the PROPERTY before the same become delinquent, and GALVESTON COUNTY may at any time require HOMEOWNER to provide evidence that taxes have been paid current. Property taxes may be paid current, be deferred or HOMEOWNER must be current on a payment plan with the Galveston County Tax Assessor and Collector in order to avoid any delinquency.

C. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the elevation construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within ___ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER (90%) if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work. Finally, costs incurred by HOMEOWNER for such TEMPORARY HOUSING that are reimbursable to HOMEONWER must be reasonable costs. HOMEOWNER must provide documentation to the COUNTY showing the TEMPORARY HOUSING costs incurred – this may be accomplished by providing copies of receipts or other proof of payments. TEMPORARY HOUSING costs are reasonable if in amounts less than or equal to the per diem rates established by the GSA for the location that the WORKSITE is located within. The per diem rates established by the GSA are available for viewing through the Internet, at site:

http://www.gsa.gov/portal/content/104877?utm_source=OCM&utm_medium=print-radio&utm_term=HP_01_Requested_perdiem&utm_campaign=shortcuts.

Or, the GSA per diem rates may be accessed by going to http://www.gsa.gov/portal/category/100000# and then clicking on the link entitled "Per Diem Rates".

D. HOMEOWNER will cooperate generally with the reasonable requests of CONTRACTOR, COUNTY, TWDB, and FEMA as such requests relate to elevation, repair, or installation of the IMPROVEMENTS. HOMEOWNER will cooperate with COUNTY in arranging for inspections by representatives of the COUNTY of the progress of elevation from time to time and will promptly comply with COUNTY's requirements or satisfy any objections regarding construction of the IMPROVEMENTS or the progress thereof.

E. Utilities: HOMEOWNER is responsible for authorizing the disconnection of electricity, telephone, cable and gas as directed by the CONTRACTOR. HOMEOWNER is responsible for all utility bills during elevation. HOMEOWNER is responsible for authorizing reconnection of all utilities as directed by the CONTRACTOR. Any upgrades required by utility company for reconnection are not eligible costs hereunder.

F. Duty to Inform: HOMEOWNER is responsible for informing the CONTRACTOR of any known PROPERTY hazards such as asbestos, lead paint, buried lines, tanks, septic systems, water wells, bees, and propane tanks. HOMEOWNER is also responsible for notifying CONTRACTOR before signing the AGREEMENT if the HOMEOWNER has medical issues which could entitle the HOMEOWNER to special types of access facilities. In a case where a HOMEOWNER or member of the HOMEOWNER's family has a permanent physical disability, a physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible elevation cost.

G. Landscaping: HOMEOWNER shall be solely responsible for removing, storing, and replacing any existing landscaping that HOMEOWNER wishes to retain prior to the start of the work.

H. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the written approval of the same by the COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.

I. **Prior Lien Holder Rights: By separate affidavit, HOMEOWNER has CERTIFIED the existence or non-existence, as applicable, of any prior lien on the PROPERTY and that, if such a prior lien exists, that HOMEOWNER has notified and obtained the consent of such lien holder for the project contracted for herein as identified in PLANS**

AND SPECIFICATIONS (Exhibit A). HOMEOWNER further ACKNOWLEDGES that any prior lien on the PROPERTY (such as a mortgage or deed of trust) may contain provisions prohibiting HOMEOWNER from entering into or performing this AGREEMENT, and that HOMEOWNER may create an event of default under such prior lien unless HOMEOWNER has obtained the prior consent of such lien holder. A default on lien obligations can lead to serious legal consequences, including loss of your PROPERTY. HOMEOWNER agrees to be solely responsible for obtaining any and all necessary consent of prior lien holders before entering into this AGREEMENT. GALVESTON COUNTY is not responsible for determining if HOMEOWNER has a lien holder or for obtaining the consent of the lien holder. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

J. Reserved

K. Liens: HOMEOWNER will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the PROPERTY or any funds due CONTRACTOR and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided however, that HOMEOWNER shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to the COUNTY such security or indemnity as the COUNTY may reasonably require.

L. **Limitation on Non-Elevation Construction.** All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.

M. Insurance Provision and filing of Deed Restriction: HOMEOWNER agrees to maintain flood insurance insuring against loss of the real property and improvements in an amount equal to the assessed value up to the NFIP maximum of $250,000.00. HOMEOWNER acknowledges and agrees that the following notice of flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk's Office, which such notice shall include the name of the current PROPERTY owner, the book and page reference to record of current title, a legal description of the PROPERTY, and state that: **This property has received Federal Hazard Mitigation Assistance. Federal Law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.**

N. HOMEOWNER's Representations: HOMEOWNER represents the following to COUNTY and CONTRACTOR:

1. HOMEOWNER is the fee simple owner of the PROPERTY.
2. Other than any first-lien lien holder whose prior written consent has been obtained by HOMEOWNER, there are no liens, mortgages, claims, charges or unpaid assessments against the PROPERTY.
3. No written contract (or affidavit regarding an oral contract) regarding the elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County.
4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the COUNTY in connection with the MITIGATION OFFER are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing event.
5. All financial statements delivered to the COUNTY by or on behalf of HOMEOWNER are each true and correct in all respects and there has been no material adverse change in such statements as of this date.
6. HOMEOWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render him insolvent or HOMEOWNER has disclosed any solvency issues or bankruptcy filings and the COUNTY signs this AGREEMENT with full knowledge of the

same.

7. It is hereby acknowledged and agreed that the performance/payment BOND provided by the CONTRACTOR under this AGREEMENT are for the benefit of GALVESTON COUNTY to ensure completion of the work and that the performance/payment BOND provided by the CONTRACTOR are for the benefit of the laborers and material suppliers utilized during the work to ensure their payment and to ensure the PROPERTY is free and clear of any liens at the date of FINAL COMPLETION and HOMEOWNER further agrees and unconditionally relinquishes any and all right of claim in the HOMEOWNERs own right under and against any BOND(s) issued by any surety company for CONTRACTOR.

O. Assignment: HOMEOWNER shall not assign or otherwise transfer this AGREEMENT in whole or in part without prior written approval of the COUNTY. Such consent, if granted, shall not relieve the HOMEOWNER of any of its responsibilities under this AGREEMENT.

P. Inspection Report: An Inspection Report will be presented to the HOMEOWNER for review, acceptance, and execution at the completion of each Phase. If HOMEOWNER accepts the report, then the HOMEOWNER must provide an executed copy to the COUNTY within four (4) calendar days. If HOMEOWNER does not accept the report, then HOMEOWNER must notify the COUNTY within four (4) calendar days. No payment to CONTRACTOR shall be issued unless and until the COUNTY has receipt of an executed acceptance of the inspection report from the HOMEOWNER.

Q. TWDB Provisions: HOMEOWNER must comply with all applicable provisions listed in Exhibit D of this AGREEMENT.

ARTICLE VI. CONTRACTOR OBLIGATIONS

A. Standards of Elevation: In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be constructed, repaired or installed in a good and workmanlike manner, fit for their intended purpose, fully-equipped with materials of high quality, strictly in accordance with the (i) the WORK ORDER; (ii) the PLANS AND SPECIFICATIONS (Exhibit A); (iii) the RFQ; (iv) the Warranty Standards; (v) the Environmental Standards; (vi) FEMA floodplain regulations; (vii) if applicable, TWIA requirements; and (viii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).

B. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within ____ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work.

C. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the prior written approval of the same by COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.

D. Corrective Action: If CONTRACTOR is notified that any inspection by the COUNTY or its designee has uncovered any noncompliance issues, CONTRACTOR shall immediately correct such issues. CONTRACTOR shall maintain a detailed record of every non-compliance and corrective action taken. Such non compliance includes documenting any and all pre-existing damages as documented in PLANS AND SPECIFICATIONS (Exhibit A). HOMEOWNER will be required to sign off on the same.

E. Books and Records, Construction Trust Fund: CONTRACTOR will deposit all funds received by CONTRACTOR under this AGREEMENT into a construction account, and will keep an account record for the account, all in strict accordance with Texas Property Code §§ 162.006 and 162.007 (the Texas construction trust fund statute). Within three (3) business days of a request by GALVESTON COUNTY, CONTRACTOR shall provide GALVESTON COUNTY with (i) a full

copy of the account record, and (ii) executed copies of all contracts between CONTRACTOR and all of its subcontractors and suppliers. **Contractor's failure to timely obtain and maintain a Construction Trust Fund account shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.**

F. Records Retention: CONTRACTOR shall keep and maintain all records associated with this AGREEMENT for a minimum of five (5) years from the formal Close of this SRL grant with the State, or as required by Federal, State, or Local law, whichever period is longer. CONTRACTOR shall allow the COUNTY reasonable access to the records in CONTRACTOR'S possession, custody, or control that the COUNTY deems necessary to assist it in auditing the services, costs, and payments provided hereunder. CONTRACTOR also shall allow reasonable access to representatives of the State of Texas, the TWDB, FEMA, the Office of Inspector General, the General Accounting Office, and other applicable State or Federal agencies, as applicable, that such entities deem necessary to facilitate review by such agencies.

G. CONTRACTOR ACKNOWLEDGES THAT FAILURE TO STRICTLY COMPLY WITH THE CONSTRUCTION TRUST FUND STATUTE MAY EXPOSE CONTRACTOR, AND ITS AGENTS AND OWNERS, TO CIVIL AND CRIMINAL LIABILITY AND PENALTIES THAT MAY NOT BE AVOIDED BY BANKRUPTCY OR OTHER PROTECTIONS TYPICALLY AVAILABLE TO BUSINESSES.

H. Prompt Payment: CONTRACTOR will promptly pay all subcontractors and suppliers in accordance to the payment of the agreement between CONTRACTOR and its Subcontractors.

I. Allocation of Profit: CONTRACTOR agrees that any monies it receives pursuant to this AGREEMENT shall be applied to payment of all outstanding invoices from subcontractors and suppliers before CONTRACTOR applies such monies to its overhead or profit.

J. Due Diligence Responsibility: CONTRACTOR is solely responsible for verifying whether elevation will violate or interfere with any applicable recorded instrument or governmental regulation affecting the PROPERTY. The COUNTY makes no representations or warranties as to title to, or encumbrances on, the PROPERTY.

K. Elevation Timing; Delay Damages: CONTRACTOR shall commence elevation, repair or installation of the IMPROVEMENTS as soon as possible after the COMMENCEMENT DATE (Notice to Proceed Date), but in no event later than fourteen (14) days after the COMMENCEMENT DATE. CONTRACTOR shall prosecute the work with due diligence, and shall achieve FINAL COMPLETION of the IMPROVEMENTS by the COMPLETION DATE. Time is of the essence with respect to all CONTRACTOR Obligations under this AGREEMENT. In the event that FINAL COMPLETION is not achieved by the COMPLETION DATE, CONTRACTOR shall pay the COUNTY liquidated damages of one hundred dollars ($100) per day for every day after the COMPLETION DATE until FINAL COMPLETION is achieved. HOMEOWNER, CONTRACTOR and COUNTY agree that the liquidated damages are not to be construed as a penalty, but a reasonable estimate of damages caused by delay that will be incurred by COUNTY. COUNTY shall have the right to offset these liquidated damages against any other sums or disbursements due to CONTRACTOR from the COUNTY. Upon approval of COUNTY, extension may be granted for excusable delays.

L. **Limitation on Non-Elevation Construction**. All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.

M. Lead and Asbestos: CONTRACTOR is responsible for performing investigation of lead and asbestos containing materials, and any required lead and asbestos abatement. CONTRACTOR shall provide GALVESTON COUNTY with a copy of a signed waste manifest from a proper disposal institution, in connection with CONTRACTOR's disposal of any lead or asbestos. CONTRACTOR is responsible for compliance with all local, State, and Federal laws, regulations and ordinances relating to lead and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified at Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Occupations Code (Lead-Based Paint Abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located

at Title 40, Part 61, Subpart M of the Code of Federal Regulations; and the National Emission Standards for Hazardous Air Pollutants.

N. Compliance With Federal Laws: CONTRACTOR shall be responsible for complying with the following federal laws, rules, and regulations:

1. Lead-Based Paint. CONTRACTOR is responsible for compliance with the Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B, as applicable.
2. Noise Abatement. CONTRACTOR is responsible for compliance with noise abatement and control policies established by HUD in 24 CFR Part 51, Subpart B. To help ensure noise levels do not become excessive, elevation activities are restricted to mostly weekdays and daylight hours.
3. Archeological Discoveries. CONTRACTOR is responsible for compliance with the National Historic Preservation Act of 1966, as amended, 16 USC 470 and 36 CFR Part 800, as applicable. In accordance with Section 106 of the National Historic Preservation Act, CONTRACTOR shall notify GALVESTON COUNTY as soon as practicable if it appears that site work may affect previously unidentified archeological resources. CONTRACTOR is required to immediately stop elevation activities in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the discovery. The GALVESTON COUNTY notification will allow the discovery to be further evaluated in consultation with the Texas Historical Commission. Site work can resume only after the discovery has been resolved with GALVESTON COUNTY and the Texas Historical Commission.
4. FEMA Record of Environmental Consideration Special Conditions required on implementation of Projects specified in Exhibit E.

O. Insurance: At all times during elevation, repair, or installation of the IMPROVEMENTS, CONTRACTOR will obtain and maintain in full force and effect the following insurance policies, which shall list GALVESTON COUNTY as additional insured and shall be issued by a company that is licensed to do business in the State of Texas and that has a rating equal to or exceeding A-;VII from A.M. Best. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

1. A commercial general liability policy including products, completed operations, contractual liability, with no residential exemptions or exclusions, with a combined single limit of $1,000,000 per occurrence and $2,000,000 general aggregate, and $2,000,000 products/completed operations aggregate;
2. An automobile liability policy with a combined single limit of $1,000,000 per accident for bodily injury and property damage to include owned, hired and non-owned autos;
3. Workers' compensation policy providing statutory Texas benefits;
4. A hazard insurance policy on a builder's all risk or special causes of loss policy form with a broad form named insured and with loss payable endorsements acceptable to GALVESTON COUNTY insuring the IMPROVEMENTS and all materials and supplies purchased with advances hereunder against all risks and losses, as well as an allowance for occupancy by HOMEOWNER if HOMEOWNER is remaining in the PROPERTY during elevation; and
5. A professional liability policy that will cover all acts, errors, or omissions in the amount of $1,000,000 per claim, with an annual aggregate of at least $2,000,000, inclusive of all legal defense costs. In addition, such coverage shall include the disclosure of personal information. If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Contract.
6. All liability insurance may be obtained by any combination of underlying and excess/umbrella policies.

P. WORKSITE Protection: CONTRACTOR shall be responsible for protection of the WORKSITE and building materials, including losses from theft for the duration of the contract period of performance as specified in PLANS AND SPECIFICATIONS (Exhibit A).

Q. Utilities: CONTRACTOR shall be responsible for notifying the HOMEOWNER when to disconnect the utilities. CONTRACTOR is responsible for any fees incurred for disconnecting the utilities. CONTRACTOR is also responsible for notifying the HOMEOWNER when to reconnect the utilities.

R. Information: CONTRACTOR is responsible for providing open channels of communication between HOMEOWNER, COUNTY, and local Inspectors including informing the HOMEOWNER what to expect during the elevation phase.

S. Debarment and Suspension: CONTRACTOR certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, or any other federal responsibility matters. CONTRACTOR agrees to include this certification in all contracts between itself and any subcontractors in connection

with services performed under this AGREEMENT. CONTRACTOR will notify the COUNTY in writing immediately if CONTRACTOR is not in compliance with Executive Order 12549 or other federal responsibility matters while performing this AGREEMENT, and will refund the COUNTY for any payments made to it while ineligible.

T. CONTRACTOR Warranty to HOMEOWNER: CONTRACTORs will provide for services performed under this AGREEMENT, a set of limited warranties and building and performance standards in accordance to the Texas Residential Construction Commission standards in place prior to the time that the Texas Residential Construction Commission ceased to exist, which include:

1. A five-year workmanship and materials warranty;
2. A five-year mechanical and delivery system warranty; and
3. A five-year structural warranty.

CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT. Contractor further ACKNOWLEDGES that it is not eligible for final payment hereunder until such Warranty policy has been delivered to HOMEOWNER with copy provided to COUNTY with such copy signed by HOMEOWNER evidencing HOMEOWNER'S receipt of such Warranty policy.

U. Limited Warranty to COUNTY: CONTRACTOR warrants that the Services provided under this AGREEMENT shall be performed in a good and workmanlike manner with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty during the period of performance of the AGREEMENT, provided COUNTY has delivered to CONTRACTOR timely notice of such breach as hereinafter required, CONTRACTOR shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to COUNTY that portion of the Price received by CONTRACTOR attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless COUNTY has delivered to CONTRACTOR written notice specifying in detail the non-conformities within seven (7) days after performance of the non-conforming Services or tender of the non-conforming Deliverables.

V. Equal Opportunity/Non-Discrimination: The CONTRACTOR agrees to abide by all Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination as to race, color, religion, national origin, sex, familial status, disability, or veteran status. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

W. BOND: Insert project specific payment/performance BOND details:

X. The CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits which may be required by any competent authority for the performance of the subject work.

Y. Assignment: CONTRACTOR shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the COUNTY acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the CONTRACTOR of any of its responsibilities under this AGREEMENT. A violation of this prohibition **shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.**

Z. Under no circumstances will the CONTRACTOR be responsible for any costs incurred with respect to any latent or unknown defects that exist at the project site. Any and all costs incurred by the CONTRACTOR with respect to the cure of any such latent or unknown conditions need to be recoverable by the CONTRACTOR.

AA. TWDB Provisions: CONTRACTOR must comply with all provisions listed in Exhibit D of this AGREEMENT. CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS

A. Limited Obligation of COUNTY: The COUNTY's obligation to HOMEOWNER and CONTRACTOR, or either of them, is to disburse the MITIGATION OFFER Amount in accordance with this AGREEMENT. The COUNTY will reimburse the full amount of eligible ICC claims to the HOMEOWNER upon receipt of settlement of such ICC claims from NFIP.

B. The COUNTY Is Not Responsible For Any Of the Following (this list is illustrative, and not exclusive):

1. The quality or timing of elevation;
2. Warranty work;

3. Resolution of disputes between HOMEOWNER and CONTRACTOR;
4. Enforcement of this AGREEMENT, or any other agreement, between HOMEOWNER and CONTRACTOR;
5. Payment of HOMEOWNER's Funds to CONTRACTOR (i.e. - the excess construction costs above the MITIGATION OFFER Amount);
6. Verification of liens on the PROPERTY;
7. Removal of liens;
8. Curing title defects; or
9. Acts or omissions of CONTRACTOR, HOMEOWNER, or any subcontractor or supplier.

C. Actions Do Not Create Duty: The COUNTY's funding activities under the PROGRAM do not create a legal duty to CONTRACTOR or HOMEOWNER. The COUNTY's actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening CONTRACTORs and HOMEOWNERs, approving contracts and subcontracts, and approving PLANS AND SPECIFICATIONS (Exhibit A) will be taken by the COUNTY for its own protection only. Except for the express obligations to fund the MITIGATION OFFER Amount and process eligible ICC claims, COUNTY shall not be deemed to have assumed any responsibility to HOMEOWNER, CONTRACTOR, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by any CONTRACTORs or subcontractors, or prevention of claims for mechanic's liens.

To the extent permitted by law, HOMEOWNER agrees to indemnify, defend and hold harmless the COUNTY, the State of Texas, the TWDB, and CONTRACTOR from and against any claims incurred by the COUNTY to the extent caused by HOMEOWNER's negligent acts, errors or omissions.

To the extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, HOMEOWNER, the State of Texas, and the TWDB from and against any claims incurred by the COUNTY to the extent caused by CONTRACTOR's negligent acts, errors or omissions.

D. Limitation of Warranties: To the fullest extent allowed by law, COUNTY makes no warranties of any kind, express or implied to HOMEOWNER, and HOMEOWNER WAIVES ALL WARRANTIES AND REPRESENTATIONS FROM COUNTY, WHETHER ORAL OR WRITTEN, WHETHER EXPRESSED OR IMPLIED, CONCERNING THE PROPERTY OR IMPROVEMENTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF HABITABILITY, FITNESS FOR PURPOSE, OR CONSTRUCTION IN A GOOD WORKMANLIKE MANNER. Nothing herein shall be construed or limiting CONTRACTOR's warranties to HOMEOWNER.

ARTICLE VIII. DEFAULT AND REMEDIES

A. CONTRACTOR Default: CONTRACTOR will be in default under this AGREEMENT upon the occurrence of any of the following events: (i) CONTRACTOR fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure; (ii) CONTRACTOR becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or (iii) CONTRACTOR commits a default under any other contract it has entered into with GALVESTON COUNTY. In the event of CONTRACTOR's default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its' sole discretion:

1. Terminate this AGREEMENT on written notice to CONTRACTOR.
2. Compel the CONTRACTOR to stop the work under this AGREEMENT on written notice to CONTRACTOR, whereupon CONTRACTOR shall withdraw from the PROPERTY and assign to GALVESTON COUNTY such of CONTRACTOR's subcontracts as GALVESTON COUNTY may request, and remove such materials, equipment, tools and instruments used by CONTRACTOR on the PROPERTY as GALVESTON COUNTY may direct.
3. Complete the work, either with or without using CONTRACTOR's materials, equipment, tools and instruments.
4. Instruct the bonding company which issued the performance BOND to complete the work with its own forces and at FINAL COMPLETION issue any remaining amounts due under this AGREEMENT to the bonding company.
5. Withhold the payment of any further sums due to CONTRACTOR under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS, whereupon GALVESTON COUNTY shall determine the amount, if any, of damages caused by CONTRACTOR's default, the amount to which CONTRACTOR is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate CONTRACTOR for the use of CONTRACTOR's materials, equipment, tools and instruments, and upon such determination, GALVESTON COUNTY shall pay to CONTRACTOR the net amount which may be due, if any, in accordance with such determination.

6. Sue CONTRACTOR for damages, injunctive, or equitable relief.

In addition to the remedies stated herein, the COUNTY has the right to pursue other remedies permitted by law or in equity. The COUNTY'S waiver of any event of default under this AGREEMENT shall not operate as a waiver of any subsequent default under the terms of this AGREEMENT.

B. HOMEOWNER's Default: HOMEOWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:

1. HOMEOWNER fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure;
2. HOMEOWNER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors;
3. HOMEOWNER commits a default under any other contract it has entered into with GALVESTON COUNTY;
4. HOMEOWNER has misused the proceeds of the MITIGATION OFFER; or
5. HOMEOWNER has made any misrepresentations in connection with this AGREEMENT. In the event of HOMEOWNER's default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:
   i. Terminate this AGREEMENT on written notice to HOMEOWNER.
   ii. Direct the CONTRACTOR to stop work on the IMPROVEMENTS, either temporarily or permanently notwithstanding the foregoing, sums earned by CONTRACTOR for elevation and delivery of the IMPROVEMENTS prior to any notice to CONTRACTOR of any misuse of funds or misrepresentation by HOMEOWNER shall be payable from GALVESTON COUNTY to CONTRACTOR.
   iii. Cancel disbursement of any unearned portion of the MITIGATION OFFER Amount and eligible ICC claim under this AGREEMENT.
   iv. Sue HOMEOWNER for damages, injunctive, or equitable relief.

ARTICLE IX. MISCELLANEOUS PROVISIONS

A. Relationship of PARTIES/Independent Contractors: CONTRACTOR is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the PARTIES hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this AGREEMENT.

B. Immunity Retained: The PARTIES agree that by entering into this AGREEMENT, the COUNTY has not waived any immunity it may have at common law or otherwise. The COUNTY specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this AGREEMENT. The COUNTY does not waive or in any way relinquish any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this AGREEMENT and performance of the covenants contained herein.

C. Inspection: Representatives from FEMA, TWDB, COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. CONTRACTOR and HOMEOWNER will take all steps necessary to assure that representatives from FEMA, TWDB, and the COUNTY, or their designees are permitted to examine and inspect the IMPROVEMENTS, the WORKSITE and the PROPERTY, and all contract, material, invoice, equipment, payrolls, and conditions of employment pertaining to CONTRACTOR'S work, including all relevant data and records. By such inspection, FEMA, TWDB, and COUNTY assume no responsibility to the HOMEOWNER for defective material or work under this AGREEMENT or to either PARTY for any breach of the AGREEMENT by the other.

D. Notice: Any notice required or permitted by this AGREEMENT shall be in writing, and shall be delivered to the respective PARTIES' addresses as set forth in Article II: Administrative Contacts. Any notice will be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, certified mail, and addressed to the intended recipient notice address set forth in the Cover Page, Article II: Administrative Contacts. Notice given in any other manner will be effective only if and when received by the intended recipient. Any address for notice may be changed by written notice delivered as provided herein.

E. Entirety of Agreement: This AGREEMENT contains the entire agreement and understanding among the PARTIES and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any kind, whether written or oral, relating to the subject matter herein or the services or deliverables to be provided hereunder.

F. Duty To Provide Additional Information: HOMEOWNER and CONTRACTOR shall, within three (3) business days of receipt, furnish to COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any:

1. Governmental or private authority having jurisdiction over the PROPERTY;
2. Insurance company carrying a policy pertaining to the PROPERTY;
3. Lender holding a lien or security interest against any part of the PROPERTY; or
4. Any person asserting a claim against HOMEOWNER, CONTRACTOR or the PROPERTY.

G. Governing Law and Venue: This AGREEMENT and the rights and obligations of the PARTIES hereto shall be governed by and construed according to the laws of the State of Texas and venue shall lie exclusively in Galveston County, Texas.

H. Severability: If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

I. Validity/Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then the legal limitations are made a part of this AGREEMENT and shall operate to amend this AGREEMENT to the minimum extent necessary to bring this AGREEMENT into conformity with the requirements of the limitations, and as so modified, this AGREEMENT shall continue in full force and effect.

J. Force Majeure: No PARTY shall be liable for any failure of or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this AGREEMENT or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. No PARTY shall be liable to the other(s) for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

K. Authority: Each PARTY represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and this AGREEMENT constitutes the legal, valid, and binding agreement of each PARTY hereto.

L. Amendment: This AGREEMENT may be amended only by written instrument duly authorized by each PARTY hereto and duly executed by each respective PARTY hereto.

M. Survival: The provisions of articles I, II, IV(A), VI(S),(T),(X), VII(C),(D), IX(B),(J), and Exhibit D shall survive the termination or expiration of this AGREEMENT.

*****EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE*****

*****The Remainder of this page is intentionally left blank*****

This AGREEMENT is hereby **EXECUTED** by the PARTIES hereto, each respective PARTY acting by and through its duly authorized representative, to be effective on the date specified herein.

COUNTY OF GALVESTON, TEXAS:

_____
Mark Henry, County Judge

_____
Date Signed

ATTEST:

_____
Dwight D. Sullivan, County Clerk

_____
Date Attested

CONTRACTOR:

Project Manager
Signature and Title

William Hassan Project Manager
Printed Name and Title of person signing for CONTRACTOR

12-27-13
Date Signed

HOMEOWNER (ALL PERSONS WITH OWNERSHIP INTEREST MUST SIGN):

Signature of Homeowner

12/23/13
Date Signed by Homeowner above

Signature of Homeowner

12/23/13
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

EHM

A STRUCTURAL MOVING TRADITION

Elevation Proposal For Galveston County SRL Grant

Date	9/26/2013	**Garage SF**	672
Customer	David Bridges	**House SF**	3011
Address	510 Falling Leaf	**Type**	Monolithic Slab Elevation
City State Zip	Friendswood TX	**Zone**	AE23
Contract Amount	**$262,345.00**	**Slab**	23'
		Free Board	24"
		Elevate	30"

	Obtain engineered drawings, TWIA Submittals, all three elevation certificates and required inspections	$	10,175.00	each
	Site prep, which includes removal of decks, concrete, landscaping, gates, fencing, homeowner items, home inspection, precon and site mobilization	$	13,117.25	5% of project cost
3683	Raise the above named residence to satisfy program BFE plus local free board requirements	$	66,294.00	$18.00/sf
75	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.	$	60,000.00	$800.00/each
322	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	$	17,710.00	$55.00/LF
2	Install linear feet of steel I-beams for stabilization per engineer design	$	1,200.00	
322	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	$	19,320.00	$60.00/LF
15	Install 12 x 12" interior columns and filled solid with concrete per engineer design	$	6,000.00	$400.00/each
	Disconnect and reconnect/repair water, sewer, gas and electrical as required by local building agencies	$	10,493.80	4% of project cost
1	Disconnect, raise and reconnect A/C.	$	2,590.00	each
	Lower/Raise electric meter (after elevation) to required height.	$	3,755.00	each
4x15x15	Install wood landing, staircase to meet minimum building code requirements this a cost benefit as opposed to having three 4x4 landings and staircases.	$	5,250.00	each
	Pour concrete front steps to match existing front porch.	$	2,600.00	
	Install elevated garage ramp 20x25	$	3,400.00	
4	Loads of Top Soil	$	2,000.00	$500.00/per load
16	Hours Grading to grade for proper drainage	$	1,360.00	$85.00/per hour
15	Pallets of Sod Labor and installaton	$	4,500.00	$300.00/per pallet
	Remove and replace existing landscaping removed or damaged during elevation,	$	2,240.00	each
200	Repair any driveways, carport or sidewalks damaged during elevation.	$	1,400.00	$7.00/sf
	Remove all trash and rubbish off site and general labor	$	10,493.80	4% of project cost
	Sub Total	$	243,898.85	
	Bonding, Insurance, Warranty, Supervision	$	18,446.15	

Eligible Elevation Cost

$ **262,345.00**

Non Eligible Elevation Cost

	Upgrade to Split face block 322 LF @ $4.25	$	1,368.50
	Pull and remove patio cover	$	325.00
	Install new fascia, gutters and one downspout in overhang area 16,x25,	$	560.00
	Install new deck in 16'x25' with one staircase, less allowance of areas allowed for access by program		$2,975
	Total		$5,229

Relocation Cost Eligible

28	Relocation allowance at $91.00 per day	$	2,548.00

Exhibit B:

County of Galveston/SRL Elevation Program
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

Proposer: EHM Date of Certification: 12/27/13

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

William Hobson Project Manager
Printed name and title of person signing above for Proposer

Sworn to and Subscribed before me on this 27 day of DECEMBER, 2013.

_____
Notary Public in and for the State of Texas

My commission expires: OCT 14 2017

BRIAN RAMM
Notary Public, State of Texas
My Commission Expires
October 14, 2017

Exhibit C

Severe Repetitive Loss (SRL) Pilot Program
Final Mitigation Offer

Grantee [State/Territory/Tribe]: Texas Water Development Board

Subgrantee: Galveston County

Property Owner(s): David M Bridges and Rochelle E Bridges

Property Address: 510 FALLING LEAF DR, FRIENDSWOOD, TX 77546

NFIP Policy Number: 9902370397 **Repetitive Loss Number:**

This documents the formal Mitigation Offer of Assistance for the SRL program.

1. A mitigation grant has been awarded to Galveston County TX that includes your SRL property.
2. The SRL program is a voluntary program. Neither the State of Texas nor Galveston County will use their power of eminent domain to acquire your property for open space purposes if you choose not to participate or if negotiations fail.
3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected consistent with the federal Privacy Act and similar State and local laws and ordinances.
4. The estimated amounts in the Consultation Agreement are finalized in the Mitigation Offer below.
5. The Final Mitigation Offer is provided to you for **Elevation**. Galveston County will complete Section A. for property acquisition or Section B. for mitigation activities other than acquisition.

Section A. Property Acquisition

In order to receive pre-event market value for your property, you sign here to document your eligibility to receive that amount; otherwise, you will receive a Mitigation Offer based on appropriate purchase offer methodology (i.e. current market value, outstanding loans, original purchase price):

"I certify that I am a National of the United States or a qualified alien."

Elevation – N/A

Signature of SRL Property Owner(s) Date

Signature of SRL Property Owner(s) Date

Your Final Mitigation Offer is based on adjusting the valuation of your purchase offer of $0.00 by applicable additions (e.g. supplemental housing payments) of $0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of $0.00. The methodology used to calculate your property value (i.e. pre-event market value, current market value, outstanding loans, original purchase price) was $0.00.

Final Mitigation Offer: N/A

N/A

Federal / non-Federal Cost Share (75 / 25 or 90 / 10):

Cost borne by property owner: N/A

For any property potentially eligible for ICC under the SRL ICC pilot program, the homeowner will assign to the County the right to file an ICC claim (using the Assignment of Coverage D claim). The County will then file an ICC claim for an amount up to the covered ICC benefits to fulfill that portion of the minimum non-federal match for which the policyholder is responsible. Any ICC claim payment received will be reimbursed directly to the homeowner. This amount, not to exceed $30,000 is shown above as, *"Cost borne by property owner"*.

You are accountable for maintenance and insurance requirements for the property during the mitigation project (i.e., maintaining flood insurance through property transfer).

Your additional responsibilities may include, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County and Texas Water Development Board grant and contract requirements, and other programmatic requirements e.g., timelines for vacating the property and as specified below by Galveston County.

At this time you must sign the attached Statement of Voluntary Participation.

Section B. For Mitigation Activities Other than Acquisition

Your Final Mitigation Offer amount is based on adjusting the cost of the mitigation activity of by applicable additions of $0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of $0.00.

Final Mitigation Offer: **$271,641.00**

Federal / non-Federal Cost Share (75 / 25 or 90 / 10): 90%/10%

Cost borne by property owner: **$27,164.10** - 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:

David M Bridges and Rochelle E Bridges

The local government and property owner will initial and date below to document each meeting related to the Mitigation Offer.

DMB	BR	12/23/13
Homeowner(s)	Local Government Official(s)	Date
ERB	BR	12/23/13
Homeowner(s)	Local Government Official(s)	Date
Homeowner(s)	Local Government Official(s)	Date

Accepting or Declining the Mitigation Offer

You have 45 days from the date of the Mitigation Offer Letter to accept or decline the mitigation offer of assistance by signing the appropriate section below and returning it to County or County's representative. Failure to respond to the Mitigation Offer within 45 days of the date on this Mitigation Offer constitutes declining the Mitigation Offer.

1. You may request in writing that the Regional Administrator extend your period of time to consider the mitigation offer beyond 45 days. In your letter you must explain the extenuating circumstances. This request must be submitted before the expiration of the 45 day time period.

2. If you decline the Mitigation Offer made under the SRL program, your property will be subject to an increased flood insurance premium rate. Generally, this increase will occur upon renewal of the insurance policy. You will receive a separate Notice of NFIP Insurance Premium Rate Increase from FEMA.

3. If you decline the Mitigation Offer, you retain the right to appeal the increased flood insurance premium rate only in certain circumstances in accordance with 44 CFR Part 79.7 (d).

This offer of mitigation assistance remains open and available to you, even if you decline and/or appeal the offer, as long as the SRL program exists and funds are available.

Accepting the Mitigation Offer

Final Mitigation Offer: **$271,641.00**

Mitigation Activity: **Elevation**

I, the property owner, accept this Mitigation Offer

David Bailey 12/23/13

Signature of SRL Property Owner(s) or Authorized Representative(s) Date

E. Rachelle Bailey 12/23/13

Signature of SRL Property Owner(s) or Authorized Representative(s) Date

_____ _____

Signature of County Representative Date

NFIP Policy Number: 9902370397 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

____
Signature

Date: 12/23/13

____
Signature

Date: 12/23/13

CONTRACTOR

____
Signature

Date: 12-27-13

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 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

	OFFICE USE ONLY
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.	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 of person doing business with the governmental entity

12-27-13
Date

Adopted 08/29/2007

Exhibit G

Separate contract between Homeowner and Contractor for provision of Non-Elevation work

Exhibit G is not incorporated within AGREEMENT

EHM

A STRUCTURAL MOVING TRADITION

EXTRAS CONTRACT

Date: November 19, 2013

To: David Bridges
Project: 510 Falling Leaf
Friendswood, TX 77546

Expert House Movers, Inc., (EHM) agrees to furnish all labor and material necessary to complete the following:

Upgrade to Split face block 322LF @ $4.25	$ 1,369.00
Pull and Remove Patio Cover	325.00
Install new fascia, gutters and one downspout in overhang area 16X25	560.00
Install handicap ramp instead of steps at 2nd exterior door	
Additional landscaping at left side of driveway	550.00
Install new deck in 16'x25' with two staircases, less allowance of areas allowed for access be program	3,225.00

We propose to complete the above for the sum of Six Thousand, Twenty-Nine Dollars and NO/100 ($ 6,029.00).

Payment due in full upon acceptance of this contract.

PAID 12-23-13
ck# 10261

Expert House Movers, Inc.

By: _____ 12-23-13
Date

ACCEPTANCE

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner: _____ 12/23/13
David Bridges Date

Exhibit H

Blank FEMA NFIP Elevation Certificate and Instructions (2012 Edition), FEMA Form 086-0-33

FEMA

NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

AND

INSTRUCTIONS

2012 EDITION

National Flood Insurance Program

ELEVATION CERTIFICATE

Paperwork Reduction Act Notice

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

Privacy Act Statement

Authority: Title 44 CFR § 61.7 and 61.8.

Principal Purpose(s): This information is being collected for the primary purpose of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

Routine Use(s): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or the applicant may be subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

Purpose of the Elevation Certificate

The Elevation Certificate is an important administrative tool of the National Flood Insurance Program (NFIP). It is to be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

The Elevation Certificate is required in order to properly rate Post-FIRM buildings, which are buildings constructed after publication of the Flood Insurance Rate Map (FIRM), located in flood insurance Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. The Elevation Certificate is not required for Pre-FIRM buildings unless the building is being rated under the optional Post-FIRM flood insurance rules.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the Federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA or LOMR-F request. Lowest floor and lowest adjacent grade elevations certified by a surveyor or engineer will be required if the certificate is used to support a LOMA or LOMR-F request. A LOMA or LOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 package, whichever is appropriate.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP, non-residential buildings can be floodproofed up to or above the Base Flood Elevation (BFE). A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

Additional guidance can be found in FEMA Publication 467-1, Floodplain Management Bulletin: Elevation Certificate, available on FEMA's website at http://www.fema.gov/library/viewRecord.do?id=1727.

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

ELEVATION CERTIFICATE

IMPORTANT: Follow the instructions on pages 1–9.

OMB No. 1660-0008
Expiration Date: July 31, 2015

SECTION A – PROPERTY INFORMATION

	FOR INSURANCE COMPANY USE
A1. Building Owner's Name	Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.	Company NAIC Number:
City / State / ZIP Code	

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) _____

A5. Latitude/Longitude: Lat. _____ Long. _____ Horizontal Datum: ☐ NAD 1927 ☐ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number _____

A8. For a building with a crawlspace or enclosure(s):
- a) Square footage of crawlspace or enclosure(s) _____ sq ft
- b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____
- c) Total net area of flood openings in A8.b _____ sq in
- d) Engineered flood openings? ☐ Yes ☐ No

A9. For a building with an attached garage:
- a) Square footage of attached garage _____ sq ft
- b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____
- c) Total net area of flood openings in A9.b _____ sq in
- d) Engineered flood openings? ☐ Yes ☐ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:
☐ FIS Profile ☐ FIRM ☐ Community Determined ☐ Other/Source: _____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☐ No
Designation Date: _____ / _____ / _____ ☐ CBRS ☐ OPA

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: _____ Vertical Datum: _____

Indicate elevation datum used for the elevations in items a) through h) below. ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____
Datum used for building elevations must be the same as that used for the BFE.

		Check the measurement used.
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	_____ . _____	☐ feet ☐ meters
b) Top of the next higher floor	_____ . _____	☐ feet ☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	_____ . _____	☐ feet ☐ meters
d) Attached garage (top of slab)	_____ . _____	☐ feet ☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	_____ . _____	☐ feet ☐ meters
f) Lowest adjacent (finished) grade next to building (LAG)	_____ . _____	☐ feet ☐ meters
g) Highest adjacent (finished) grade next to building (HAG)	_____ . _____	☐ feet ☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	_____ . _____	☐ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

☐ Check here if comments are provided on back of form.
☐ Check here if attachments.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ☐ No

Certifier's Name		License Number	
Title	Company Name		
Address	City	State	ZIP Code
Signature	Date	Telephone	

PLACE SEAL HERE

See reverse side for continuation.

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments

Signature Date

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B,and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____ . _____ ☐ feet ☐ meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____ . _____ ☐ feet ☐ meters Datum _____

G10. Community's design flood elevation: _____ . _____ ☐ feet ☐ meters Datum _____

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

☐ Check here if attachments.

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

BUILDING PHOTOGRAPHS

Continuation Page

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

Instructions for Completing the Elevation Certificate

OMB No. 1660-0008
Expiration Date: July 31, 2015

The Elevation Certificate is to be completed by a land surveyor, engineer, or architect who is authorized by law to certify elevation information when elevation information is required for Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. Community officials who are authorized by law or ordinance to provide floodplain management information may also complete this form. For Zones AO and A (without BFE), a community official, a property owner, or an owner's representative may provide information on this certificate, unless the elevations are intended for use in supporting a request for a LOMA or LOMR-F. Certified elevations must be included if the purpose of completing the Elevation Certificate is to obtain a LOMA or LOMR-F.

The property owner, the owner's representative, or local official who is authorized by law to administer the community floodplain ordinance can complete Section A and Section B. The partially completed form can then be given to the land surveyor, engineer, or architect to complete Section C. The land surveyor, engineer, or architect should verify the information provided by the property owner or owner's representative to ensure that this certificate is complete.

In Puerto Rico only, elevations for building information and flood hazard information may be entered in meters.

SECTION A – PROPERTY INFORMATION

Items A1–A4. This section identifies the building, its location, and its owner. Enter the name(s) of the building owner(s), the building's complete street address, and the lot and block numbers. If the building's address is different from the owner's address, enter the address of the building being certified. If the address is a rural route or a Post Office box number, enter the lot and block numbers, the tax parcel number, the legal description, or an abbreviated location description based on distance and direction from a fixed point of reference. For the purposes of this certificate, "building" means both a building and a manufactured (mobile) home.

A map may be attached to this certificate to show the location of the building on the property. A tax map, FIRM, or detailed community map is appropriate. If no map is available, provide a sketch of the property location, and the location of the building on the property. Include appropriate landmarks such as nearby roads, intersections, and bodies of water. For building use, indicate whether the building is residential, non-residential, an addition to an existing residential or non-residential building, an accessory building (e.g., garage), or other type of structure. Use the Comments area of the appropriate section if needed, or attach additional comments.

Item A5. Provide latitude and longitude coordinates for the center of the front of the building. Use either decimal degrees (e.g., 39.5043°, -110.7585°) or degrees, minutes, seconds (e.g., 39° 30' 15.5", -110° 45' 30.7") format. If decimal degrees are used, provide coordinates to at least 4 decimal places or better. When using degrees, minutes, seconds, provide seconds to at least 1 decimal place or better. The latitude and longitude coordinates must be accurate within 66 feet. When the latitude and longitude are provided by a surveyor, check the "Yes" box in Section D and indicate the method used to determine the latitude and longitude in the Comments area of Section D. If the Elevation Certificate is being certified by other than a licensed surveyor, engineer, or architect, this information is not required. Provide the type of datum used to obtain the latitude and longitude. FEMA prefers the use of NAD 1983.

Item A6. If the Elevation Certificate is being used to obtain flood insurance through the NFIP, the certifier must provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

Item A7. Select the diagram on pages 7–9 that best represents the building. Then enter the diagram number and use the diagram to identify and determine the appropriate elevations requested in Items C2.a–h. If you are unsure of the correct diagram, select the diagram that most closely resembles the building being certified.

Item A8.a Provide the square footage of the crawlspace or enclosure(s) below the lowest elevated floor of an elevated building with or without permanent flood openings. Take the measurement from the outside of the crawlspace or enclosure(s). Examples of elevated buildings constructed with crawlspace and enclosure(s) are shown in Diagrams 6–9 on pages 8–9. Diagram 2, 4, or 9 should be used for a building constructed with a crawlspace floor that is below the exterior grade on all sides.

Items A8.b–d Enter in Item A8.b the number of permanent flood openings in the crawlspace or enclosure(s) that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. Estimate the total net area of all such permanent flood openings in square inches, excluding any bars, louvers, or other covers of the permanent flood openings, and enter the total in Item A8.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A8.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the crawlspace or enclosure(s) have no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter "0" (zero) in Items A8.b–c.

Item A9.a Provide the square footage of the attached garage with or without permanent flood openings. Take the measurement from the outside of the garage.

Items A9.b–d Enter in Item A9.b the number of permanent flood openings in the attached garage that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. This includes any openings that are in the garage door that are no higher than 1.0 foot above the adjacent grade. Estimate the total net area of all such permanent flood openings in square inches and enter the total in Item A9.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A9.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the garage has no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter "0" (zero) in Items A9.b–c.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Complete the Elevation Certificate on the basis of the FIRM in effect at the time of the certification.

The information for Section B is obtained by reviewing the FIRM panel that includes the building's location. Information about the current FIRM is available from the Federal Emergency Management Agency (FEMA) by calling 1-800-358-9616. If a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR-F) has been issued by FEMA, please provide the letter date and case number in the Comments area of Section D or Section G, as appropriate.

For a building in an area that has been annexed by one community but is shown on another community's FIRM, enter the community name and 6-digit number of the annexing community in Item B1, the name of the county or new county, if necessary, in Item B2, and the FIRM index date for the annexing community in Item B6. Enter information from the actual FIRM panel that shows the building location, even if it is the FIRM for the previous jurisdiction, in Items B4, B5, B7, B8, and B9.

If the map in effect at the time of the building's construction was other than the current FIRM, and you have the past map information pertaining to the building, provide the information in the Comments area of Section D.

Item B1. NFIP Community Name & Community Number. Enter the complete name of the community in which the building is located and the associated 6-digit community number. For a newly incorporated community, use the name and 6-digit number of the new community. Under the NFIP, a "community" is any State or area or political subdivision thereof, or any Indian tribe or authorized native organization, that has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the NFIP *Community Status Book*, available on FEMA's web site at http://www.fema.gov/fema/csb.shtm, or call 1-800-358-9616.

Item B2. County Name. Enter the name of the county or counties in which the community is located. For an unincorporated area of a county, enter "unincorporated area." For an independent city, enter "independent city."

Item B3. State. Enter the 2-letter state abbreviation (for example, VA, TX, CA).

Items B4–B5. Map/Panel Number and Suffix. Enter the 10-character "Map Number" or "Community Panel Number" shown on the FIRM where the building or manufactured (mobile) home is located. For maps in a county-wide format, the sixth character of the "Map Number" is the letter "C" followed by a 4-digit map number. For maps not in a county-wide format, enter the "Community Panel Number" shown on the FIRM.

Item B6. FIRM Index Date. Enter the effective date or the map revised date shown on the FIRM Index.

Item B7. FIRM Panel Effective/Revised Date. Enter the map effective date or the map revised date shown on the FIRM panel. This will be the latest of all dates shown on the map. The current FIRM panel effective date can be determined by calling 1-800-358-9616.

Item B8. Flood Zone(s). Enter the flood zone, or flood zones, in which the building is located. All flood zones containing the letter "A" or "V" are considered Special Flood Hazard Areas. The flood zones are A, AE, A1–A30, V, VE, V1–V30, AH, AO, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. Each flood zone is defined in the legend of the FIRM panel on which it appears.

Item B9. Base Flood Elevation(s). Using the appropriate Flood Insurance Study (FIS) Profile, Floodway Data Table, or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site. If the building is located in more than 1 flood zone in Item B8, list all appropriate BFEs in Item B9. BFEs are shown on a FIRM or FIS Profile for Zones A1–A30, AE, AH, V1–V30, VE, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO; flood depth numbers are shown for Zone AO. Use the AR BFE if the building is located in any of Zones AR/A, AR/AE, AR/A1 A30, AR/AH, or AR/AO. In A or V zones where BFEs are not provided on the FIRM, BFEs may be available from another source. For example, the community may have established BFEs or obtained BFE data from other sources for the building site. For subdivisions and other developments of more than 50 lots or 5 acres, establishment of BFEs is required by the community's floodplain management ordinance. If a BFE is obtained from another source, enter the BFE in Item B9. In an A Zone where BFEs are not available, complete Section E and enter N/A for Section B, Item B9. Enter the BFE to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Item B10. Indicate the source of the BFE that you entered in Item B9. If the BFE is from a source other than FIS Profile, FIRM, or community, describe the source of the BFE.

Item B11. Indicate the elevation datum to which the elevations on the applicable FIRM are referenced as shown on the map legend. The vertical datum is shown in the Map Legend and/or the Notes to Users on the FIRM.

Item B12. Indicate whether the building is located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA). (OPAs are portions of coastal barriers that are owned by Federal, State, or local governments or by certain non-profit organizations and used primarily for natural resources protection.) Federal flood insurance is prohibited in designated CBRS areas or OPAs for buildings or manufactured (mobile) homes built or substantially improved after the date of the CBRS or OPA designation. For the first CBRS designations, that date is October 1, 1983. Information about CBRS areas and OPAs may be obtained on the FEMA web site at http://www.fema.gov/business/nfip/cbrs/cbrs.shtm.

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

Complete Section C if the building is located in any of Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO, or if this certificate is being used to support a request for a LOMA or LOMR-F. If the building is located in Zone AO or Zone A (without BFE), complete Section E instead. To ensure that all required elevations are obtained, it may be necessary to enter the building (for instance, if the building has a basement or sunken living room, split-level construction, or machinery and equipment).

Surveyors may not be able to gain access to some crawlspaces to shoot the elevation of the crawlspace floor. If access to the crawlspace is limited or cannot be gained, follow one of these procedures.

- Use a yardstick or tape measure to measure the height from the floor of the crawlspace to the "next higher floor," and then subtract the crawlspace height from the elevation of the "next higher floor." If there is no access to the crawlspace, use the exterior grade next to the structure to measure the height of the crawlspace to the "next higher floor."
- Contact the local floodplain administrator of the community in which the building is located. The community may have documentation of the elevation of the crawlspace floor as part of the permit issued for the building.
- If the property owner has documentation or knows the height of the crawlspace floor to the next higher floor, try to verify this by looking inside the crawlspace through any openings or vents.

In all 3 cases, provide the elevation in the Comments area of Section D on the back of the form and a brief description of how the elevation was obtained.

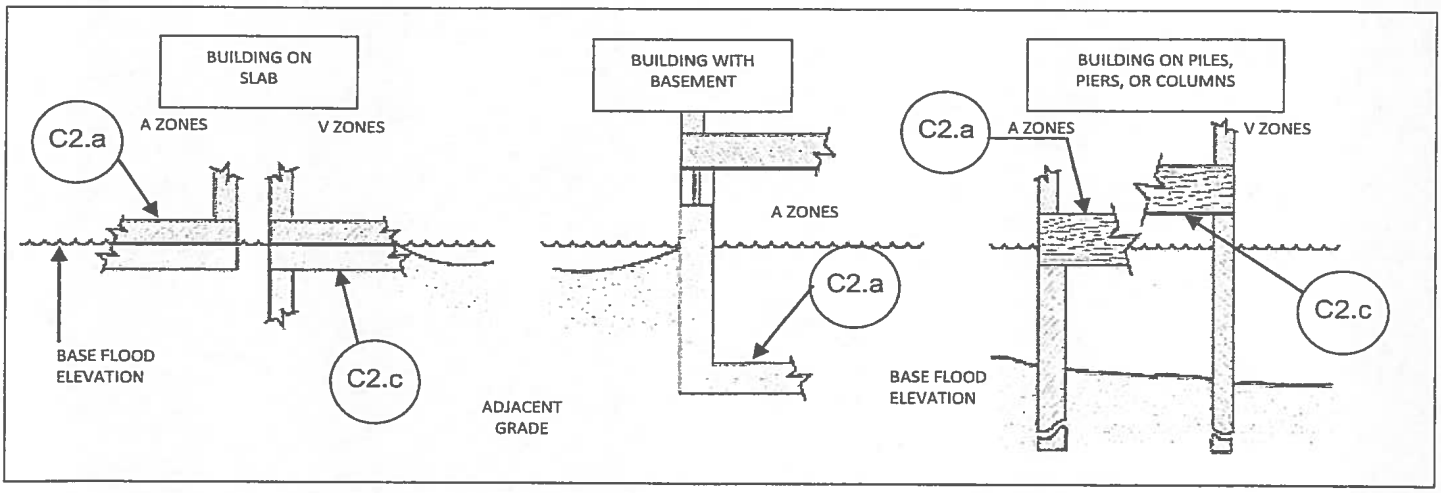
Item C1. Indicate whether the elevations to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first 2 choices, a post-construction Elevation Certificate will be required when construction is complete. If the building is under construction, include only those elevations that can be surveyed in Items C2.a–h. Use the Comments area of Section D to provide elevations obtained from the construction plans or drawings. Select "Finished Construction" only when all machinery and/or equipment such as furnaces, hot water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

Item C2. A field survey is required for Items C2.a–h. Most control networks will assign a unique identifier for each benchmark. For example, the National Geodetic Survey uses the Permanent Identifier (PID). For the benchmark utilized, provide the PID or other unique identifier assigned by the maintainer of the benchmark. For GPS survey, indicate the benchmark used for the base station, the Continuously Operating Reference Stations (CORS) sites used for an On-line Positioning User Service (OPUS) solution (also attach the OPUS report), or the name of the Real Time Network used.

Also provide the vertical datum for the benchmark elevation. All elevations for the certificate, including the elevations for Items C2.a–h, must use the same datum on which the BFE is based. Show the conversion from the field survey datum used if it differs from the datum used for the BFE entered in Item B9 and indicate the conversion software used. Show the datum conversion, if applicable, in the Comments area of Section D.

For property experiencing ground subsidence, the most recent reference mark elevations must be used for determining building elevations. However, when subsidence is involved, the BFE should not be adjusted. Enter elevations in Items C2.a–h to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Items C2.a–d Enter the building elevations (excluding the attached garage) indicated by the selected building diagram (Item A7) in Items C2.a–c. If there is an attached garage, enter the elevation for top of attached garage slab in Item C2.d. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If the building is located in a V zone on the FIRM, complete Item C2.c. If the flood zone cannot be determined, enter elevations for all of Items C2.a–h. For buildings in A zones, elevations a, b, d, and e should be measured at the top of the floor. For buildings in V zones, elevation c must be measured at the bottom of the lowest horizontal structural member of the floor (see drawing below). For buildings



elevated on a crawlspace, Diagrams 8 and 9, enter the elevation of the top of the crawlspace floor in Item C2.a, whether or not the crawlspace has permanent flood openings (flood vents). *If any item does not apply to the building, enter "N/A" for not applicable.*

Item C2.e Enter the lowest platform elevation of at least 1 of the following machinery and equipment items: elevators and their associated equipment, furnaces, hot water heaters, heat pumps, and air conditioners in an attached garage or enclosure or on an open utility platform that provides utility services for the building. Note that elevations for these specific machinery and equipment items are required in order to rate the building for flood insurance. Local floodplain management officials are required to ensure that <u>all</u> machinery and equipment servicing the building are protected from flooding. Thus, local officials may require that elevation information for all machinery and equipment, including ductwork, be documented on the Elevation Certificate. If the machinery and/or equipment is mounted to a wall, pile, etc., enter the platform elevation of the machinery and/

or equipment. Indicate machinery/equipment type and its general location, e.g., on floor inside garage or on platform affixed to exterior wall, in the Comments area of Section D or Section G, as appropriate. *If this item does not apply to the building, enter "N/A" for not applicable.*

Items C2.f–g Enter the elevation of the ground, sidewalk, or patio slab immediately next to the building. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

Item C2.h Enter the lowest grade elevation at the deck support or stairs. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

Complete as indicated. This section of the Elevation Certificate may be signed by only a land surveyor, engineer, or architect who is authorized by law to certify elevation information. Place your license number, your seal (as allowed by the State licensing board), your signature, and the date in the box in Section D. You are certifying that the information on this certificate represents your best efforts to interpret the data available and that you understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001. Use the Comments area of Section D, on the back of the certificate, to provide datum, elevation, openings, or other relevant information not specified on the front.

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

Complete Section E if the building is located in Zone AO or Zone A (without BFE). Otherwise, complete Section C instead. Explain in the Section F Comments area if the measurement provided under Items E1–E4 is based on the "natural grade."

Items E1.a and b Enter in Item E1.a the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG). Enter in Item E1.b the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the lowest adjacent grade (LAG). For buildings in Zone AO, the community's floodplain management ordinance requires the lowest floor of the building be elevated above the highest adjacent grade at least as high as the depth number on the FIRM. Buildings in Zone A (without BFE) may qualify for a lower insurance rate if an engineered BFE is developed at the site.

Item E2. For Building Diagrams 6–9 with permanent flood openings (see pages 8–9), enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the next higher floor or elevated floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG).

Item E3. Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, for the top of attached garage slab. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) *If this item does not apply to the building, enter "N/A" for not applicable.*

Item E4. Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, of the platform elevation that supports the machinery and/or equipment servicing the building. Indicate machinery/equipment type in the Comments area of Section F. *If this item does not apply to the building, enter "N/A" for not applicable.*

Item E5. For those communities where this base flood depth is not available, the community will need to determine whether the top of the bottom floor is elevated in accordance with the community's floodplain management ordinance.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

Complete as indicated. This section is provided for certification of measurements taken by a property owner or property owner's representative when responding to Sections A, B, and E. The address entered in this section must be the actual mailing address of the property owner or property owner's representative who provided the information on the certificate.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

Complete as indicated. The community official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Section C may be filled in by the local official as provided in the instructions below for Item G1. If the authorized community official completes Sections C, E, or G, complete the appropriate item(s) and sign this section.

Check **Item G1** if Section C is completed with elevation data from other documentation, including elevations obtained from the Community Rating System Elevation Software, that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. Indicate the source of the elevation data and the date obtained in the Comments area of Section G. If you are both a community official and a licensed land surveyor, engineer, or architect authorized by law to certify elevation information, and you performed the actual survey for a building in Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/A1–A30, AR/AE, AR/AH, or AR/AO, you must also complete Section D.

Check **Item G2** if information is entered in Section E by the community for a building in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

Check **Item G3** if the information in Items G4–G10 has been completed for community floodplain management purposes to document the as-built lowest floor elevation of the building. Section C of the Elevation Certificate records the elevation of various building components but does not determine the lowest floor of the building or whether the building, as constructed, complies with the community's floodplain management ordinance. This must be done by the community. Items G4–G10 provide a way to document these determinations.

Item G4. Permit Number. Enter the permit number or other identifier to key the Elevation Certificate to the permit issued for the building.

Item G5. Date Permit Issued. Enter the date the permit was issued for the building.

Item G6. Date Certificate of Compliance/Occupancy Issued. Enter the date that the Certificate of Compliance or Occupancy or similar written official documentation of as-built lowest floor elevation was issued by the community as evidence that all work authorized by the floodplain development permit has been completed in accordance with the community's floodplain management laws or ordinances.

Item G7. New Construction or Substantial Improvement. Check the applicable box. "Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building before the start of construction of the improvement. The term includes buildings that have incurred substantial damage, regardless of the actual repair work performed.

Item G8. As-built lowest floor elevation. Enter the elevation of the lowest floor (including basement) when the construction of the building is completed and a final inspection has been made to confirm that the building is built in accordance with the permit, the approved plans, and the community's floodplain management laws or ordinances. Indicate the elevation datum used.

Item G9. BFE. Using the appropriate FIRM panel, FIS Profile, or other data source, locate the property and enter the BFE (or base flood depth) of the building site. Indicate the elevation datum used.

Item G10. Community's design flood elevation. Enter the elevation (including freeboard above the BFE) to which the community requires the lowest floor to be elevated. Indicate the elevation datum used.

Enter your name, title, and telephone number, and the name of the community. Sign and enter the date in the appropriate blanks.

Building Diagrams

The following diagrams illustrate various types of buildings. Compare the features of the building being certified with the features shown in the diagrams and select the diagram most applicable. Enter the diagram number in Item A7, the square footage of crawlspace or enclosure(s) and the area of flood openings in square inches in Items A8.a–c, the square footage of attached garage and the area of flood openings in square inches in Items A9.a–c, and the elevations in Items C2.a–h.

In A zones, the floor elevation is taken at the top finished surface of the floor indicated; in V zones, the floor elevation is taken at the bottom of the lowest horizontal structural member (see drawing in instructions for Section C).

DIAGRAM 1A

All slab-on-grade single- and multiple-floor buildings (other than split-level) and high-rise buildings, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor is at or above ground level (grade) on at least 1 side.*

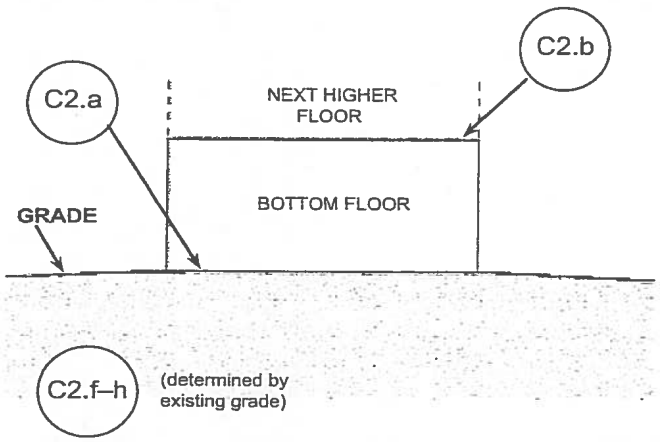


DIAGRAM 1B

All raised-slab-on-grade or slab-on-stem-wall-with-fill single- and multiple-floor buildings (other than split-level), either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor is at or above ground level (grade) on at least 1 side.*

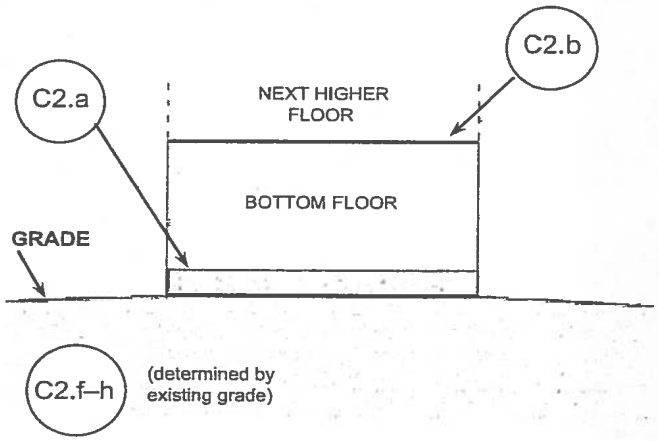
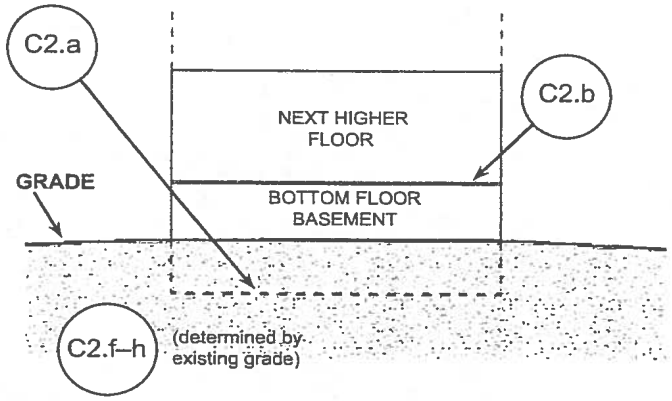


DIAGRAM 2

All single- and multiple-floor buildings with basement (other than split-level) and high-rise buildings with basement, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

DIAGRAM 3

All split-level buildings that are slab-on-grade, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (excluding garage) is at or above ground level (grade) on at least 1 side.*

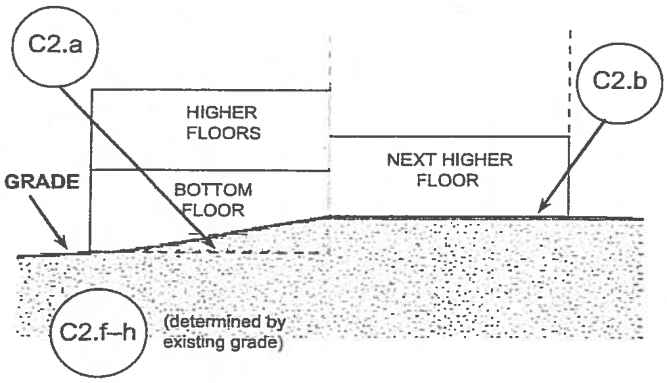


DIAGRAM 4

All split-level buildings (other than slab-on-grade), either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*

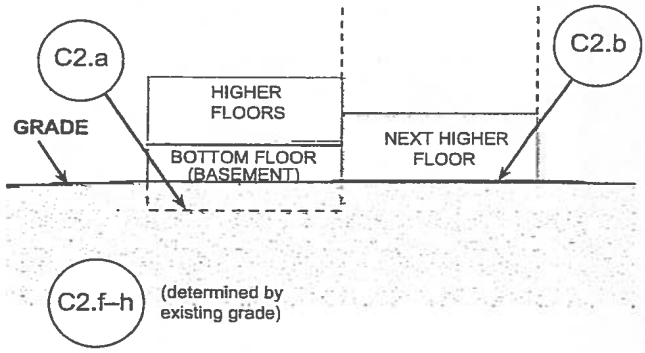


DIAGRAM 5

All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is open, with no obstruction to flow of floodwaters (open lattice work and/or insect screening is permissible).

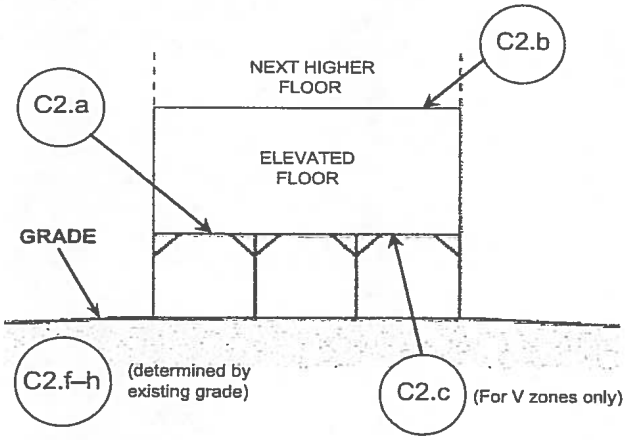
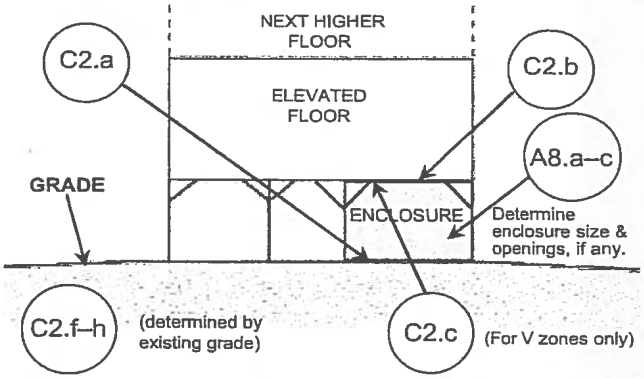


DIAGRAM 6

All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

DIAGRAM 7

All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least 1 side is at or above grade. The principal use of this building is located in the elevated floors of the building.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.

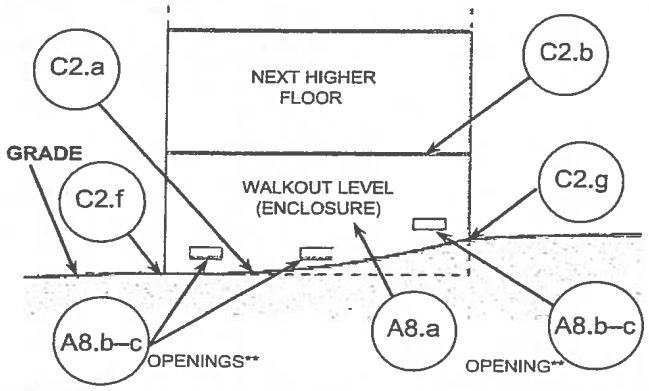


DIAGRAM 8

All buildings elevated on a crawlspace with the floor of the crawlspace at or above grade on at least 1 side, with or without an attached garage.

Distinguishing Feature – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawlspace is with or without openings** present in the walls of the crawlspace. Indicate information about crawlspace size and openings in Section A – Property Information.

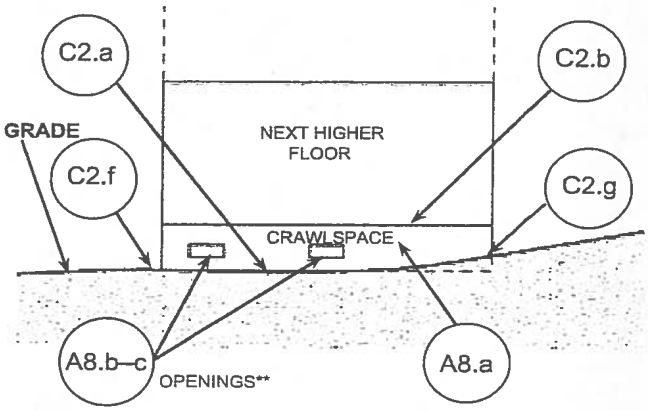
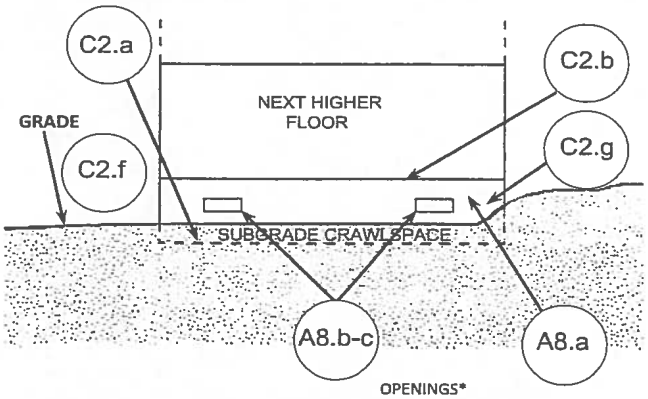


DIAGRAM 9

All buildings (other than split-level) elevated on a sub-grade crawlspace, with or without attached garage.

Distinguishing Feature – The bottom (crawlspace) floor is below ground level (grade) on all sides.* (If the distance from the crawlspace floor to the top of the next higher floor is more than 5 feet, or the crawlspace floor is more than 2 feet below the grade [LAG] on all sides, use Diagram 2.)



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

AGENDA ITEM #31.a.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), Ma E. Hernandez (HOMEOWNER), and EHM (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 **909 VIVIAN ST, KEMAH, TX 77565** 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: EHM
Name of Designated contact person: John Matyiko
Address: 122 Dickenson Ave, Dickenson, TX 77539

Telephone: 409-795-7800
Email: john@experthousemovers.com

HOMEOWNER:

Name of HOMEOWNER(S) (list all persons and/or entities listed as current Grantee(s) within real property records on file in the Galveston County Clerk's Office for the PROPERTY);

Title to PROPERTY is in: Ma E. Hernandez

HOMEOWNER'S contact: Ma E. Hernandez*
Address of Homeowner: PO BOX 1044
KEMAH, TX 77565
Telephone: 281-538-1363
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	**$148,200.00**
d. NON-ELEVATION COSTS**	**$13,740.00**
e. TEMPORARY HOUSING, if applicable***	**$5,460.00**
f. ICC Claim Processing Fee****	$TBD
Total Budgeted PROJECT HARD COSTS:	**$174,400.00**

2. PROJECT HARD COSTS:

a. Total Due from HOMEOWNER:

10% of Preparation and Presentation of MITIGATION OFFER*	$350.00
10% of Project Management*	$350.00
10% of ELEVATION CONTRACT AMOUNT	**$14,820.00**
100% of NON-ELEVATION COSTS (paid separately)**	**$13,740.00+**
TEMPORARY HOUSING, if applicable (reimbursed 90%)***	**$5,460.00**
10% of ICC claim processing fee ($100), if applicable****	$TBD

b. Federal Share (90% of grant eligible costs):

90% of Preparation and Presentation of MITIGATION OFFER*	$3,150.00
90% of Project Management	$3,150.00
90% of ELEVATION CONTRACT AMOUNT	**$133,380.00**
00% of NON-ELEVATION COSTS**	$0.00
90% reimbursement of TEMPORARY HOUSING, if applicable***	**$4,914.00**
90% of ICC claim processing fee ($900), if applicable****	$TBD

c. Total PROJECT HARD COSTS: **$174,400.00**

*, **, ***, and **** are described below:

* $350 was paid by HOMEOWNER prior to presentation of MITIGATION OFFER and is HOMEOWNER'S 10% match of the $3,500.00 fee for preparation and presentation of MITIGATION OFFER. $350 was paid by HOMEOWNER at time of signing this AGREEMENT and is HOMEOWNER'S 10% match of the $3,500.00 Project Management cost.

** Non-elevation construction is pursuant to a separate agreement between HOMEOWNER and CONTRACTOR. A copy of such agreement covering non-elevation is attached hereto as Exhibit G for informational purposes.

*** TEMPORARY HOUSING is on a reimbursement basis (at 90% reimbursement) and thus is not included in

calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING reimbursement is not known at the time of signing the MITIGATION OFFER and this AGREEMENT as it is on a reimbursement basis. TEMPORARY HOUSING estimated by CONTRACTOR in PLANS AND SPECIFICATIONS (Exhibit A) is used herein for COUNTY budgetary matters associated with this SRL Program. TEMPORARY HOUSING costs, when eligible for reimbursement and actually incurred by HOMEOWNER, shall be submitted by HOMEOWNER to COUNTY for reimbursement in accordance with Article V, Section C of this AGREEMENT. Subsequent to reimbursement, COUNTY shall reconcile to determine PROJECT HARD COSTS for grant administration requirements.

**** ICC claim processing fee will only be charged if an ICC claim is processed by COUNTY. Eligible HOMEOWNER 10% LOCAL SHARE AMOUNT ($100.00) will be withheld from ICC funds received by COUNTY when disbursed to HOMEOWNER.

B. **Payments to CONTRACTOR/Draw Schedule:**

1. In the event that CONTRACTOR has obtained a BOND, CONTRACTOR shall be entitled to request up to four (4) disbursements from the ELEVATION CONTRACT AMOUNT after completion of each phase of work and submitting the following documentation.
2. The schedules for disbursements of draw requests are set forth as follows:
   a. **Phase 1 Pre-elevation/mobilization** - 30% of the total ELEVATION CONTRACT AMOUNT upon receipt of inspector's report plus the submittal of the following:
      1. Foundation inspection is required;
      2. CONTRACTOR Request for Payment Form;
      3. CONTRACTOR itemized invoice;
      4. Progress Inspection Report Form;
         a.) Engineering feasibility letter
         b.) Initial elevation certificate
         c.) Project PLANS AND SPECIFICATIONS (Exhibit A)
         d.) Project timetable
         e.) Copies of requisite permits
         f.) Copy of fully executed Tri-party AGREEMENT
      5. Pre-elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
      6. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
      7. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
   b. **Phase 2 Raised, ready to set, building department inspections** – second 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 60% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
      1. CONTRACTOR Request for Payment Form;
      2. CONTRACTOR itemized invoice;
      3. Progress Inspection Report Form;
         a.) Engineering concurrence
         b.) Concurrence as to 60% completion
         c.) Copies of requisite permits
         d.) TWIA compliance
         e.) Grant compliance
         f.) HOMEOWNER acceptance
      4. Phase 2 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
      5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
      6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

c. **Phase 3 Structure elevated to design height, foundation installed, mechanicals reconnected** - 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 90% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:

1. CONTRACTOR Request for Payment Form;
2. CONTRACTOR itemized invoice;
3. Progress Inspection Report Form;
   a.) Engineering concurrence
   b.) Concurrence as to 90% completion
   c.) TWIA compliance
   d.) ADA compliance (if required)
   e.) Grant compliance
   f.) HOMEOWNER acceptance
4. Phase 3 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

d. **Phase 4 Final Inspection, occupancy certificate, all grant requirements met** - 10% of the total ELEVATION CONTRACT AMOUNT, provided that the elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:

1. CONTRACTOR Request for Payment Form;
2. Final CONTRACTOR itemized invoice;
3. Final Inspection Form;
4. Post Elevation - Elevation Certificate (FEMA Form 086-0-33), a blank FEMA Form 086-0-33 with its instructions is attached hereto as Exhibit H;
5. Certificate of occupancy;
6. New survey (if required);
7. Signed and notarized Lien Waiver Affidavit CONTRACTOR (**Final**) Form;
8. Signed and notarized Lien Waiver Affidavit Subcontractor (**Final**) Form;
9. Copy of CONTRACTOR Warranties that have been signed by HOMEOWNER (please refer to Article VI(T) on page 13 of this AGREEMENT);
10. HOMEOWNER acceptance;
11. Grant compliance reconciliation (if non-grant work was also performed); and
12. Final elevation photographs – minimum of three (3) views each of front and each side to show all four exterior walls and an adequate number of pictures for the interior.

3. Withholding Payment to CONTRACTOR: COUNTY shall be entitled to withhold payment to CONTRACTOR while any of the following conditions exist:

a. The location, installation or elevation of the IMPROVEMENTS violates or interferes with any applicable recorded instrument or governmental regulation affecting the PROPERTY;

b. CONTRACTOR makes a material misrepresentation in the Request for Payment; and/or

c. Notice of a claim or lien on the PROPERTY has been received in connection with the elevation, repair or installation of the IMPROVEMENTS, and has not been released.

ARTICLE V. HOMEOWNER'S OBLIGATIONS

A. HOMEOWNER's Portion of the ELEVATION CONTRACT AMOUNT: HOMEOWNER must pay the total of the LOCAL SHARE AMOUNT in the form of a check made payable to GALVESTON COUNTY at the time of signing this AGREEMENT. Eligible HOMEOWNERs may receive a refund up to the full LOCAL SHARE AMOUNT through an ICC claim. HOMEOWNER may receive ninety-percent (90%) reimbursement for eligible TEMPORARY HOUSING costs incurred by HOMEOWNER, as eligible TEMPORARY HOUSING costs are allowable PROJECT HARD COSTS in the SRL Program.

B. Taxes: HOMEOWNER will pay all real estate taxes and assessments of every kind on the PROPERTY before the same become delinquent, and GALVESTON COUNTY may at any time require HOMEOWNER to provide evidence that taxes have been paid current. Property taxes may be paid current, be deferred or HOMEOWNER must be current on a payment plan with the Galveston County Tax Assessor and Collector in order to avoid any delinquency.

C. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the elevation construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within ___ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER (90%) if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work. Finally, costs incurred by HOMEOWNER for such TEMPORARY HOUSING that are reimbursable to HOMEONWER must be reasonable costs. HOMEOWNER must provide documentation to the COUNTY showing the TEMPORARY HOUSING costs incurred -- this may be accomplished by providing copies of receipts or other proof of payments. TEMPORARY HOUSING costs are reasonable if in amounts less than or equal to the per diem rates established by the GSA for the location that the WORKSITE is located within. The per diem rates established by the GSA are available for viewing through the Internet, at site:

http://www.gsa.gov/portal/content/104877?utm_source=OCM&utm_medium=print-radio&utm_term=HP_01_Requested_perdiem&utm_campaign=shortcuts.

Or, the GSA per diem rates may be accessed by going to http://www.gsa.gov/portal/category/100000# and then clicking on the link entitled "Per Diem Rates".

D. HOMEOWNER will cooperate generally with the reasonable requests of CONTRACTOR, COUNTY, TWDB, and FEMA as such requests relate to elevation, repair, or installation of the IMPROVEMENTS. HOMEOWNER will cooperate with COUNTY in arranging for inspections by representatives of the COUNTY of the progress of elevation from time to time and will promptly comply with COUNTY's requirements or satisfy any objections regarding construction of the IMPROVEMENTS or the progress thereof.

E. Utilities: HOMEOWNER is responsible for authorizing the disconnection of electricity, telephone, cable and gas as directed by the CONTRACTOR. HOMEOWNER is responsible for all utility bills during elevation. HOMEOWNER is responsible for authorizing reconnection of all utilities as directed by the CONTRACTOR. Any upgrades required by utility company for reconnection are not eligible costs hereunder.

F. Duty to Inform: HOMEOWNER is responsible for informing the CONTRACTOR of any known PROPERTY hazards such as asbestos, lead paint, buried lines, tanks, septic systems, water wells, bees, and propane tanks. HOMEOWNER is also responsible for notifying CONTRACTOR before signing the AGREEMENT if the HOMEOWNER has medical issues which could entitle the HOMEOWNER to special types of access facilities. In a case where a HOMEOWNER or member of the HOMEOWNER's family has a permanent physical disability, a physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible elevation cost.

G. Landscaping: HOMEOWNER shall be solely responsible for removing, storing, and replacing any existing landscaping that HOMEOWNER wishes to retain prior to the start of the work.

H. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the written approval of the same by the COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.

I. Prior Lien Holder Rights: By separate affidavit, HOMEOWNER has CERTIFIED the existence or non-existence, as applicable, of any prior lien on the PROPERTY and that, if such a prior lien exists, that HOMEOWNER has notified and obtained the consent of such lien holder for the project contracted for herein as identified in PLANS

AND SPECIFICATIONS (Exhibit A). HOMEOWNER further ACKNOWLEDGES that any prior lien on the PROPERTY (such as a mortgage or deed of trust) may contain provisions prohibiting HOMEOWNER from entering into or performing this AGREEMENT, and that HOMEOWNER may create an event of default under such prior lien unless HOMEOWNER has obtained the prior consent of such lien holder. A default on lien obligations can lead to serious legal consequences, including loss of your PROPERTY. HOMEOWNER agrees to be solely responsible for obtaining any and all necessary consent of prior lien holders before entering into this AGREEMENT. GALVESTON COUNTY is not responsible for determining if HOMEOWNER has a lien holder or for obtaining the consent of the lien holder. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

J. Reserved

K. Liens: HOMEOWNER will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the PROPERTY or any funds due CONTRACTOR and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided however, that HOMEOWNER shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to the COUNTY such security or indemnity as the COUNTY may reasonably require.

L. **Limitation on Non-Elevation Construction.** All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.

M. Insurance Provision and filing of Deed Restriction: HOMEOWNER agrees to maintain flood insurance insuring against loss of the real property and improvements in an amount equal to the assessed value up to the NFIP maximum of $250,000.00. HOMEOWNER acknowledges and agrees that the following notice of flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk's Office, which such notice shall include the name of the current PROPERTY owner, the book and page reference to record of current title, a legal description of the PROPERTY, and state that: **This property has received Federal Hazard Mitigation Assistance. Federal Law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.**

N. HOMEOWNER's Representations: HOMEOWNER represents the following to COUNTY and CONTRACTOR:

1. HOMEOWNER is the fee simple owner of the PROPERTY.
2. Other than any first-lien lien holder whose prior written consent has been obtained by HOMEOWNER, there are no liens, mortgages, claims, charges or unpaid assessments against the PROPERTY.
3. No written contract (or affidavit regarding an oral contract) regarding the elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County.
4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the COUNTY in connection with the MITIGATION OFFER are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing event.
5. All financial statements delivered to the COUNTY by or on behalf of HOMEOWNER are each true and correct in all respects and there has been no material adverse change in such statements as of this date.
6. HOMEOWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens, suits, garnishments, bankruptcies, or court actions which could render him insolvent or HOMEOWNER has disclosed any solvency issues or bankruptcy filings and the COUNTY signs this AGREEMENT with full knowledge of the

same.

7. It is hereby acknowledged and agreed that the performance/payment BOND provided by the CONTRACTOR under this AGREEMENT are for the benefit of GALVESTON COUNTY to ensure completion of the work and that the performance/payment BOND provided by the CONTRACTOR are for the benefit of the laborers and material suppliers utilized during the work to ensure their payment and to ensure the PROPERTY is free and clear of any liens at the date of FINAL COMPLETION and HOMEOWNER further agrees and unconditionally relinquishes any and all right of claim in the HOMEOWNERs own right under and against any BOND(s) issued by any surety company for CONTRACTOR.

O. Assignment: HOMEOWNER shall not assign or otherwise transfer this AGREEMENT in whole or in part without prior written approval of the COUNTY. Such consent, if granted, shall not relieve the HOMEOWNER of any of its responsibilities under this AGREEMENT.

P. Inspection Report: An Inspection Report will be presented to the HOMEOWNER for review, acceptance, and execution at the completion of each Phase. If HOMEOWNER accepts the report, then the HOMEOWNER must provide an executed copy to the COUNTY within four (4) calendar days. If HOMEOWNER does not accept the report, then HOMEOWNER must notify the COUNTY within four (4) calendar days. No payment to CONTRACTOR shall be issued unless and until the COUNTY has receipt of an executed acceptance of the inspection report from the HOMEOWNER.

Q. TWDB Provisions: HOMEOWNER must comply with all applicable provisions listed in Exhibit D of this AGREEMENT.

ARTICLE VI. CONTRACTOR OBLIGATIONS

A. Standards of Elevation: In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be constructed, repaired or installed in a good and workmanlike manner, fit for their intended purpose, fully-equipped with materials of high quality, strictly in accordance with the (i) the WORK ORDER; (ii) the PLANS AND SPECIFICATIONS (Exhibit A); (iii) the RFQ; (iv) the Warranty Standards; (v) the Environmental Standards; (vi) FEMA floodplain regulations; (vii) if applicable, TWIA requirements; and (viii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).

B. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within ____ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work.

C. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the prior written approval of the same by COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.

D. Corrective Action: If CONTRACTOR is notified that any inspection by the COUNTY or its designee has uncovered any noncompliance issues, CONTRACTOR shall immediately correct such issues. CONTRACTOR shall maintain a detailed record of every non-compliance and corrective action taken. Such non compliance includes documenting any and all pre-existing damages as documented in PLANS AND SPECIFICATIONS (Exhibit A). HOMEOWNER will be required to sign off on the same.

E. Books and Records, Construction Trust Fund: CONTRACTOR will deposit all funds received by CONTRACTOR under this AGREEMENT into a construction account, and will keep an account record for the account, all in strict accordance with Texas Property Code §§ 162.006 and 162.007 (the Texas construction trust fund statute). Within three (3) business days of a request by GALVESTON COUNTY, CONTRACTOR shall provide GALVESTON COUNTY with (i) a full

copy of the account record, and (ii) executed copies of all contracts between CONTRACTOR and all of its subcontractors and suppliers. **Contractor's failure to timely obtain and maintain a Construction Trust Fund account shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.**

F. Records Retention: CONTRACTOR shall keep and maintain all records associated with this AGREEMENT for a minimum of five (5) years from the formal Close of this SRL grant with the State, or as required by Federal, State, or Local law, whichever period is longer. CONTRACTOR shall allow the COUNTY reasonable access to the records in CONTRACTOR'S possession, custody, or control that the COUNTY deems necessary to assist it in auditing the services, costs, and payments provided hereunder. CONTRACTOR also shall allow reasonable access to representatives of the State of Texas, the TWDB, FEMA, the Office of Inspector General, the General Accounting Office, and other applicable State or Federal agencies, as applicable, that such entities deem necessary to facilitate review by such agencies.

G. CONTRACTOR ACKNOWLEDGES THAT FAILURE TO STRICTLY COMPLY WITH THE CONSTRUCTION TRUST FUND STATUTE MAY EXPOSE CONTRACTOR, AND ITS AGENTS AND OWNERS, TO CIVIL AND CRIMINAL LIABILITY AND PENALTIES THAT MAY NOT BE AVOIDED BY BANKRUPTCY OR OTHER PROTECTIONS TYPICALLY AVAILABLE TO BUSINESSES.

H. Prompt Payment: CONTRACTOR will promptly pay all subcontractors and suppliers in accordance to the payment of the agreement between CONTRACTOR and its Subcontractors.

I. Allocation of Profit: CONTRACTOR agrees that any monies it receives pursuant to this AGREEMENT shall be applied to payment of all outstanding invoices from subcontractors and suppliers before CONTRACTOR applies such monies to its overhead or profit.

J. Due Diligence Responsibility: CONTRACTOR is solely responsible for verifying whether elevation will violate or interfere with any applicable recorded instrument or governmental regulation affecting the PROPERTY. The COUNTY makes no representations or warranties as to title to, or encumbrances on, the PROPERTY.

K. Elevation Timing; Delay Damages: CONTRACTOR shall commence elevation, repair or installation of the IMPROVEMENTS as soon as possible after the COMMENCEMENT DATE (Notice to Proceed Date), but in no event later than fourteen (14) days after the COMMENCEMENT DATE. CONTRACTOR shall prosecute the work with due diligence, and shall achieve FINAL COMPLETION of the IMPROVEMENTS by the COMPLETION DATE. Time is of the essence with respect to all CONTRACTOR Obligations under this AGREEMENT. In the event that FINAL COMPLETION is not achieved by the COMPLETION DATE, CONTRACTOR shall pay the COUNTY liquidated damages of one hundred dollars ($100) per day for every day after the COMPLETION DATE until FINAL COMPLETION is achieved. HOMEOWNER, CONTRACTOR and COUNTY agree that the liquidated damages are not to be construed as a penalty, but a reasonable estimate of damages caused by delay that will be incurred by COUNTY. COUNTY shall have the right to offset these liquidated damages against any other sums or disbursements due to CONTRACTOR from the COUNTY. Upon approval of COUNTY, extension may be granted for excusable delays.

L. **Limitation on Non-Elevation Construction.** All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.

M. Lead and Asbestos: CONTRACTOR is responsible for performing investigation of lead and asbestos containing materials, and any required lead and asbestos abatement. CONTRACTOR shall provide GALVESTON COUNTY with a copy of a signed waste manifest from a proper disposal institution, in connection with CONTRACTOR's disposal of any lead or asbestos. CONTRACTOR is responsible for compliance with all local, State, and Federal laws, regulations and ordinances relating to lead and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified at Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Occupations Code (Lead-Based Paint Abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located

at Title 40, Part 61, Subpart M of the Code of Federal Regulations; and the National Emission Standards for Hazardous Air Pollutants.

N. Compliance With Federal Laws: CONTRACTOR shall be responsible for complying with the following federal laws, rules, and regulations:

1. Lead-Based Paint. CONTRACTOR is responsible for compliance with the Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B, as applicable.
2. Noise Abatement. CONTRACTOR is responsible for compliance with noise abatement and control policies established by HUD in 24 CFR Part 51, Subpart B. To help ensure noise levels do not become excessive, elevation activities are restricted to mostly weekdays and daylight hours.
3. Archeological Discoveries. CONTRACTOR is responsible for compliance with the National Historic Preservation Act of 1966, as amended, 16 USC 470 and 36 CFR Part 800, as applicable. In accordance with Section 106 of the National Historic Preservation Act, CONTRACTOR shall notify GALVESTON COUNTY as soon as practicable if it appears that site work may affect previously unidentified archeological resources. CONTRACTOR is required to immediately stop elevation activities in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the discovery. The GALVESTON COUNTY notification will allow the discovery to be further evaluated in consultation with the Texas Historical Commission. Site work can resume only after the discovery has been resolved with GALVESTON COUNTY and the Texas Historical Commission.
4. FEMA Record of Environmental Consideration Special Conditions required on implementation of Projects specified in Exhibit E.

O. Insurance: At all times during elevation, repair, or installation of the IMPROVEMENTS, CONTRACTOR will obtain and maintain in full force and effect the following insurance policies, which shall list GALVESTON COUNTY as additional insured and shall be issued by a company that is licensed to do business in the State of Texas and that has a rating equal to or exceeding A-;VII from A.M. Best. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

1. A commercial general liability policy including products, completed operations, contractual liability, with no residential exemptions or exclusions, with a combined single limit of $1,000,000 per occurrence and $2,000,000 general aggregate, and $2,000,000 products/completed operations aggregate;
2. An automobile liability policy with a combined single limit of $1,000,000 per accident for bodily injury and property damage to include owned, hired and non-owned autos;
3. Workers' compensation policy providing statutory Texas benefits;
4. A hazard insurance policy on a builder's all risk or special causes of loss policy form with a broad form named insured and with loss payable endorsements acceptable to GALVESTON COUNTY insuring the IMPROVEMENTS and all materials and supplies purchased with advances hereunder against all risks and losses, as well as an allowance for occupancy by HOMEOWNER if HOMEOWNER is remaining in the PROPERTY during elevation; and
5. A professional liability policy that will cover all acts, errors, or omissions in the amount of $1,000,000 per claim, with an annual aggregate of at least $2,000,000, inclusive of all legal defense costs. In addition, such coverage shall include the disclosure of personal information. If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Contract.
6. All liability insurance may be obtained by any combination of underlying and excess/umbrella policies.

P. WORKSITE Protection: CONTRACTOR shall be responsible for protection of the WORKSITE and building materials, including losses from theft for the duration of the contract period of performance as specified in PLANS AND SPECIFICATIONS (Exhibit A).

Q. Utilities: CONTRACTOR shall be responsible for notifying the HOMEOWNER when to disconnect the utilities. CONTRACTOR is responsible for any fees incurred for disconnecting the utilities. CONTRACTOR is also responsible for notifying the HOMEOWNER when to reconnect the utilities.

R. Information: CONTRACTOR is responsible for providing open channels of communication between HOMEOWNER, COUNTY, and local Inspectors including informing the HOMEOWNER what to expect during the elevation phase.

S. Debarment and Suspension: CONTRACTOR certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, or any other federal responsibility matters. CONTRACTOR agrees to include this certification in all contracts between itself and any subcontractors in connection

with services performed under this AGREEMENT. CONTRACTOR will notify the COUNTY in writing immediately if CONTRACTOR is not in compliance with Executive Order 12549 or other federal responsibility matters while performing this AGREEMENT, and will refund the COUNTY for any payments made to it while ineligible.

T. CONTRACTOR Warranty to HOMEOWNER: CONTRACTORs will provide for services performed under this AGREEMENT, a set of limited warranties and building and performance standards in accordance to the Texas Residential Construction Commission standards in place prior to the time that the Texas Residential Construction Commission ceased to exist, which include:

1. A five-year workmanship and materials warranty;
2. A five-year mechanical and delivery system warranty; and
3. A five-year structural warranty.

CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT. Contractor further ACKNOWLEDGES that it is not eligible for final payment hereunder until such Warranty policy has been delivered to HOMEOWNER with copy provided to COUNTY with such copy signed by HOMEOWNER evidencing HOMEOWNER'S receipt of such Warranty policy.

U. Limited Warranty to COUNTY: CONTRACTOR warrants that the Services provided under this AGREEMENT shall be performed in a good and workmanlike manner with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty during the period of performance of the AGREEMENT, provided COUNTY has delivered to CONTRACTOR timely notice of such breach as hereinafter required, CONTRACTOR shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to COUNTY that portion of the Price received by CONTRACTOR attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless COUNTY has delivered to CONTRACTOR written notice specifying in detail the non-conformities within seven (7) days after performance of the non-conforming Services or tender of the non-conforming Deliverables.

V. Equal Opportunity/Non-Discrimination: The CONTRACTOR agrees to abide by all Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination as to race, color, religion, national origin, sex, familial status, disability, or veteran status. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

W. BOND: Insert project specific payment/performance BOND details:

X. The CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits which may be required by any competent authority for the performance of the subject work.

Y. Assignment: CONTRACTOR shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the COUNTY acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the CONTRACTOR of any of its responsibilities under this AGREEMENT. A violation of this prohibition **shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.**

Z. Under no circumstances will the CONTRACTOR be responsible for any costs incurred with respect to any latent or unknown defects that exist at the project site. Any and all costs incurred by the CONTRACTOR with respect to the cure of any such latent or unknown conditions need to be recoverable by the CONTRACTOR.

AA. TWDB Provisions: CONTRACTOR must comply with all provisions listed in Exhibit D of this AGREEMENT. CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS

A. Limited Obligation of COUNTY: The COUNTY's obligation to HOMEOWNER and CONTRACTOR, or either of them, is to disburse the MITIGATION OFFER Amount in accordance with this AGREEMENT. The COUNTY will reimburse the full amount of eligible ICC claims to the HOMEOWNER upon receipt of settlement of such ICC claims from NFIP.

B. The COUNTY Is Not Responsible For Any Of the Following (this list is illustrative, and not exclusive):

1. The quality or timing of elevation;
2. Warranty work;

3. Resolution of disputes between HOMEOWNER and CONTRACTOR;
4. Enforcement of this AGREEMENT, or any other agreement, between HOMEOWNER and CONTRACTOR;
5. Payment of HOMEOWNER's Funds to CONTRACTOR (i.e. - the excess construction costs above the MITIGATION OFFER Amount);
6. Verification of liens on the PROPERTY;
7. Removal of liens;
8. Curing title defects; or
9. Acts or omissions of CONTRACTOR, HOMEOWNER, or any subcontractor or supplier.

C. Actions Do Not Create Duty: The COUNTY's funding activities under the PROGRAM do not create a legal duty to CONTRACTOR or HOMEOWNER. The COUNTY's actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening CONTRACTORs and HOMEOWNERs, approving contracts and subcontracts, and approving PLANS AND SPECIFICATIONS (Exhibit A) will be taken by the COUNTY for its own protection only. Except for the express obligations to fund the MITIGATION OFFER Amount and process eligible ICC claims, COUNTY shall not be deemed to have assumed any responsibility to HOMEOWNER, CONTRACTOR, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by any CONTRACTORs or subcontractors, or prevention of claims for mechanic's liens.

To the extent permitted by law, HOMEOWNER agrees to indemnify, defend and hold harmless the COUNTY, the State of Texas, the TWDB, and CONTRACTOR from and against any claims incurred by the COUNTY to the extent caused by HOMEOWNER's negligent acts, errors or omissions.

To the extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, HOMEOWNER, the State of Texas, and the TWDB from and against any claims incurred by the COUNTY to the extent caused by CONTRACTOR's negligent acts, errors or omissions.

D. Limitation of Warranties: To the fullest extent allowed by law, COUNTY makes no warranties of any kind, express or implied to HOMEOWNER, and HOMEOWNER WAIVES ALL WARRANTIES AND REPRESENTATIONS FROM COUNTY, WHETHER ORAL OR WRITTEN, WHETHER EXPRESSED OR IMPLIED, CONCERNING THE PROPERTY OR IMPROVEMENTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF HABITABILITY, FITNESS FOR PURPOSE, OR CONSTRUCTION IN A GOOD WORKMANLIKE MANNER. Nothing herein shall be construed or limiting CONTRACTOR's warranties to HOMEOWNER.

ARTICLE VIII. DEFAULT AND REMEDIES

A. CONTRACTOR Default: CONTRACTOR will be in default under this AGREEMENT upon the occurrence of any of the following events: (i) CONTRACTOR fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure; (ii) CONTRACTOR becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or (iii) CONTRACTOR commits a default under any other contract it has entered into with GALVESTON COUNTY. In the event of CONTRACTOR's default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its' sole discretion:

1. Terminate this AGREEMENT on written notice to CONTRACTOR.
2. Compel the CONTRACTOR to stop the work under this AGREEMENT on written notice to CONTRACTOR, whereupon CONTRACTOR shall withdraw from the PROPERTY and assign to GALVESTON COUNTY such of CONTRACTOR's subcontracts as GALVESTON COUNTY may request, and remove such materials, equipment, tools and instruments used by CONTRACTOR on the PROPERTY as GALVESTON COUNTY may direct.
3. Complete the work, either with or without using CONTRACTOR's materials, equipment, tools and instruments.
4. Instruct the bonding company which issued the performance BOND to complete the work with its own forces and at FINAL COMPLETION issue any remaining amounts due under this AGREEMENT to the bonding company.
5. Withhold the payment of any further sums due to CONTRACTOR under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS, whereupon GALVESTON COUNTY shall determine the amount, if any, of damages caused by CONTRACTOR's default, the amount to which CONTRACTOR is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate CONTRACTOR for the use of CONTRACTOR's materials, equipment, tools and instruments, and upon such determination, GALVESTON COUNTY shall pay to CONTRACTOR the net amount which may be due, if any, in accordance with such determination.

6. Sue CONTRACTOR for damages, injunctive, or equitable relief.

In addition to the remedies stated herein, the COUNTY has the right to pursue other remedies permitted by law or in equity. The COUNTY'S waiver of any event of default under this AGREEMENT shall not operate as a waiver of any subsequent default under the terms of this AGREEMENT.

B. HOMEOWNER's Default: HOMEOWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:

1. HOMEOWNER fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure;
2. HOMEOWNER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors;
3. HOMEOWNER commits a default under any other contract it has entered into with GALVESTON COUNTY;
4. HOMEOWNER has misused the proceeds of the MITIGATION OFFER; or
5. HOMEOWNER has made any misrepresentations in connection with this AGREEMENT. In the event of HOMEOWNER's default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:
   i. Terminate this AGREEMENT on written notice to HOMEOWNER.
   ii. Direct the CONTRACTOR to stop work on the IMPROVEMENTS, either temporarily or permanently notwithstanding the foregoing, sums earned by CONTRACTOR for elevation and delivery of the IMPROVEMENTS prior to any notice to CONTRACTOR of any misuse of funds or misrepresentation by HOMEOWNER shall be payable from GALVESTON COUNTY to CONTRACTOR.
   iii. Cancel disbursement of any unearned portion of the MITIGATION OFFER Amount and eligible ICC claim under this AGREEMENT.
   iv. Sue HOMEOWNER for damages, injunctive, or equitable relief.

ARTICLE IX. MISCELLANEOUS PROVISIONS

A. Relationship of PARTIES/Independent Contractors: CONTRACTOR is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the PARTIES hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this AGREEMENT.

B. Immunity Retained: The PARTIES agree that by entering into this AGREEMENT, the COUNTY has not waived any immunity it may have at common law or otherwise. The COUNTY specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this AGREEMENT. The COUNTY does not waive or in any way relinquish any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this AGREEMENT and performance of the covenants contained herein.

C. Inspection: Representatives from FEMA, TWDB, COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. CONTRACTOR and HOMEOWNER will take all steps necessary to assure that representatives from FEMA, TWDB, and the COUNTY, or their designees are permitted to examine and inspect the IMPROVEMENTS, the WORKSITE and the PROPERTY, and all contract, material, invoice, equipment, payrolls, and conditions of employment pertaining to CONTRACTOR'S work, including all relevant data and records. By such inspection, FEMA, TWDB, and COUNTY assume no responsibility to the HOMEOWNER for defective material or work under this AGREEMENT or to either PARTY for any breach of the AGREEMENT by the other.

D. Notice: Any notice required or permitted by this AGREEMENT shall be in writing, and shall be delivered to the respective PARTIES' addresses as set forth in Article II: Administrative Contacts. Any notice will be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, certified mail, and addressed to the intended recipient notice address set forth in the Cover Page, Article II: Administrative Contacts. Notice given in any other manner will be effective only if and when received by the intended recipient. Any address for notice may be changed by written notice delivered as provided herein.

E. Entirety of Agreement: This AGREEMENT contains the entire agreement and understanding among the PARTIES and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any kind, whether written or oral, relating to the subject matter herein or the services or deliverables to be provided hereunder.

F. Duty To Provide Additional Information: HOMEOWNER and CONTRACTOR shall, within three (3) business days of receipt, furnish to COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any:

1. Governmental or private authority having jurisdiction over the PROPERTY;
2. Insurance company carrying a policy pertaining to the PROPERTY;
3. Lender holding a lien or security interest against any part of the PROPERTY; or
4. Any person asserting a claim against HOMEOWNER, CONTRACTOR or the PROPERTY.

G. Governing Law and Venue: This AGREEMENT and the rights and obligations of the PARTIES hereto shall be governed by and construed according to the laws of the State of Texas and venue shall lie exclusively in Galveston County, Texas.

H. Severability: If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

I. Validity/Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then the legal limitations are made a part of this AGREEMENT and shall operate to amend this AGREEMENT to the minimum extent necessary to bring this AGREEMENT into conformity with the requirements of the limitations, and as so modified, this AGREEMENT shall continue in full force and effect.

J. Force Majeure: No PARTY shall be liable for any failure of or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this AGREEMENT or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. No PARTY shall be liable to the other(s) for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

K. Authority: Each PARTY represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and this AGREEMENT constitutes the legal, valid, and binding agreement of each PARTY hereto.

L. Amendment: This AGREEMENT may be amended only by written instrument duly authorized by each PARTY hereto and duly executed by each respective PARTY hereto.

M. Survival: The provisions of articles I, II, IV(A), VI(S),(T),(X), VII(C),(D), IX(B),(J), and Exhibit D shall survive the termination or expiration of this AGREEMENT.

*****EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE*****

*****The Remainder of this page is intentionally left blank*****

This AGREEMENT is hereby **EXECUTED** by the PARTIES hereto, each respective PARTY acting by and through its duly authorized representative, to be effective on the date specified herein.

COUNTY OF GALVESTON, TEXAS:

_____
Mark Henry, County Judge

_____
Date Signed

ATTEST:

_____
Dwight D. Sullivan, County Clerk

_____
Date Attested

CONTRACTOR:

Project Manager
Signature and Title

William Hobson Project Manager
Printed Name and Title of person signing for CONTRACTOR

12-20-13
Date Signed

HOMEOWNER (ALL PERSONS WITH OWNERSHIP INTEREST MUST SIGN):

x Emma Hdez
Signature of Homeowner

12-17-13
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

A STRUCTURAL MOVING TRADITION

EHM, INC.
1122 Dickinson Ave.
Dickinson, TX 77539
P 409-795-9800 F 636-463-1266

Expert House Movers, Inc.
www.experthousemovers.com

Home/Flood Map Description			
House Square Footage	1840	Free Board	N/A
Garage/Porch SF	0	Elevate (DFE)	6'6" BFE 14.5'
Current Elevation (FFE)	8'	Effective Map	14'
Zone	AE BFE 14	Preliminary Map	14'
Elevation Type	Monolithic Slab Elevation		
Relocation Allowance	60 days		
		CONTRACT AMOUNT:	$148,200.00

December 11, 2013

Emma Hernandez
909 Vivian
Kemah, Tx 77565

Elevation Proposal for Galveston County SRL Grant ----------

ITEM #	WORK DESCRIPTION	QTY	PRICE/UNIT	PRICE
1	Obtain Engineered Drawings, TWIA Submittals, 3 Elevation Certificates and Required Inspections.			$10,150.00
2	Site prep which includes removal of decks, concrete, landscaping, gates, fencing, & homeowner items; Home Inspection, PreConstruction and Site Mobilization		4% Contract	5,928.00
3	Raise the abovementioned residence to satisfy Program BFE and local Free Board Requirements	1840	$16/SF	29,440.00
4	Tunneling/Excavating and installation of new pilings pushed to design depth and space, removal of unsuitable soils, backfill with clean fill per Engineer requirements and EHM warranty	45	$750 each	33,750.00
5	Excavate under the exterior and interior load-bearing supports of the residence and pour approx. LF of continuous steel-reinforced concrete foundation: 24" wide x 12" thick	295	$45/LF	13,275.00
7	Install 16" X 16" Concrete Block Columns with rebar pumped with 4000 psi concrete tied into 4" engineered poured concrete slab	28	$450 each	12,600.00
9	Disconnect and reconnect/repair water, sewer, gas and electrical as required by local building agencies. EHM will reimburse homeowner for usage of utilities during project		3% Contract	4,446.00
10	Disconnect raise and reconnect AC.		each	2,100.00
11	Lower or Raise electric meter (after elevation) to required height		each	2,600.00
12	Apply closed cell spray foam insulation onto underside of elevated slab	1	$2/SF	3,680.00
13	Install landings and staircase to meet minimum building code requirements at front door	1	4X4	3,800.00
14	Install landings and staircase to meet minimum building code requirements at rear door	1	4X4	3,800.00
16	Loads of Topsoil for grading.	2	500/load	1,000.00
17	Hours Grading to allow for proper drainage	5	$85/hr.	425.00
18	Pallets of Sod with labor and installation	10	$300 each	3,000.00
19	Replace existing landscaping removed during elevation. EHM will assist in removal of landscaping required for elevation and replace the removed landscaping. It is the homeowners obligation to water and maintain landscaping intended for replacement.			2,500.00
20	Repair driveways, carport, sidewalks or sprinkler systems damaged during elevation	200	$10/Sf	2,000.00
21	Remove all trash and rubbish off site and general labor			5,928.00
22			SUBTOTAL	$ 140,422.00
23	Bonding, Insurance, Warranty, Supervision			7,778.00
24	***Eligible Elevation Costs***			***$148,200.00***
25	**NON Eligible Elevation Costs**			
26	Stucco of existing grade beams			890.00
27	Elevate Home additional height 3 '6"-$1200 to elevate $900 for foundation $150 plumbing			2,250.00
28	Additional decking around the home	30' X 15'		10,600.00
	Total NON Eligible Costs			13,740.00

Exhibit B:

County of Galveston/SRL Elevation Program
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

Proposer: EHM Date of Certification: 12-20-13

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

William Hobson Project Manager
Printed name and title of person signing above for Proposer

Sworn to and Subscribed before me on this 20 day of DECEMBER, 2013.

_____
Notary Public in and for the State of Texas

My commission expires: OCT 14, 2017

BRIAN RAMM
Notary Public, State of Texas
My Commission Expires
October 14, 2017

Exhibit C

Severe Repetitive Loss (SRL) Pilot Program
Final Mitigation Offer

Grantee [State/Territory/Tribe]: Texas Water Development Board

Subgrantee: Galveston County

Property Owner(s): Ma E. Hernandez

Property Address: 909 VIVIAN ST, KEMAH, TX 77565

NFIP Policy Number: **Repetitive Loss Number:**

This documents the formal Mitigation Offer of Assistance for the SRL program.

1. A mitigation grant has been awarded to Galveston County TX that includes your SRL property.
2. The SRL program is a voluntary program. Neither the State of Texas nor Galveston County will use their power of eminent domain to acquire your property for open space purposes if you choose not to participate or if negotiations fail.
3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected consistent with the federal Privacy Act and similar State and local laws and ordinances.
4. The estimated amounts in the Consultation Agreement are finalized in the Mitigation Offer below.
5. The Final Mitigation Offer is provided to you for **Elevation**. Galveston County will complete Section A. for property acquisition or Section B. for mitigation activities other than acquisition.

Section A. Property Acquisition

In order to receive pre-event market value for your property, you sign here to document your eligibility to receive that amount; otherwise, you will receive a Mitigation Offer based on appropriate purchase offer methodology (i.e. current market value, outstanding loans, original purchase price):

"I certify that I am a National of the United States or a qualified alien."

Elevation – N/A

_____ _____
Signature of SRL Property Owner(s) Date

_____ _____
Signature of SRL Property Owner(s) Date

Your Final Mitigation Offer is based on adjusting the valuation of your purchase offer of $0.00 by applicable additions (e.g. supplemental housing payments) of $0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of $0.00. The methodology used to calculate your property value (i.e. pre-event market value, current market value, outstanding loans, original purchase price) was $0.00.

Final Mitigation Offer: N/A

N/A

Federal / non-Federal Cost Share (75 / 25 or 90 / 10):

Cost borne by property owner: N/A

For any property potentially eligible for ICC under the SRL ICC pilot program, the homeowner will assign to the County the right to file an ICC claim (using the Assignment of Coverage D claim). The County will then file an ICC claim for an amount up to the covered ICC benefits to fulfill that portion of the minimum non-federal match for which the policyholder is responsible. Any ICC claim payment received will be reimbursed directly to the homeowner. This amount, not to exceed $30,000 is shown above as, *"Cost borne by property owner"*.

You are accountable for maintenance and insurance requirements for the property during the mitigation project (i.e., maintaining flood insurance through property transfer).

Your additional responsibilities may include, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County and Texas Water Development Board grant and contract requirements, and other programmatic requirements e.g., timelines for vacating the property and as specified below by Galveston County.

At this time you must sign the attached Statement of Voluntary Participation.

Section B. For Mitigation Activities Other than Acquisition

Your Final Mitigation Offer amount is based on adjusting the cost of the mitigation activity of by applicable additions of $0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of $0.00.

Final Mitigation Offer: **$160,660.00**

Federal / non-Federal Cost Share (75 / 25 or 90 / 10): 90%/10%

Cost borne by property owner: - 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:
Ma E. Hernandez

The local government and property owner will initial and date below to document each meeting related to the Mitigation Offer.

x EH		12-17-13
Homeowner(s)	Local Government Official(s)	Date
Homeowner(s)	Local Government Official(s)	Date
Homeowner(s)	Local Government Official(s)	Date

Accepting or Declining the Mitigation Offer

You have 45 days from the date of the Mitigation Offer Letter to accept or decline the mitigation offer of assistance by signing the appropriate section below and returning it to County or County's representative. Failure to respond to the Mitigation Offer within 45 days of the date on this Mitigation Offer constitutes declining the Mitigation Offer.

1. You may request in writing that the Regional Administrator extend your period of time to consider the mitigation offer beyond 45 days. In your letter you must explain the extenuating circumstances. This request must be submitted before the expiration of the 45 day time period.

2. If you decline the Mitigation Offer made under the SRL program, your property will be subject to an increased flood insurance premium rate. Generally, this increase will occur upon renewal of the insurance policy. You will receive a separate Notice of NFIP Insurance Premium Rate Increase from FEMA.

3. If you decline the Mitigation Offer, you retain the right to appeal the increased flood insurance premium rate only in certain circumstances in accordance with 44 CFR Part 79.7 (d).

This offer of mitigation assistance remains open and available to you, even if you decline and/or appeal the offer, as long as the SRL program exists and funds are available.

Accepting the Mitigation Offer

Final Mitigation Offer: **$160,660.00**

Mitigation Activity: **Elevation**

I, the property owner, accept this Mitigation Offer

Emma Hdez _____ 12-17-13

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: 99048439042013 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 Emma Hdez
Signature

Date: 12-17-13

____
Signature

Date:___________________________

CONTRACTOR

[signature]
Signature

Date: 12-20-13

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 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.**

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 of person doing business with the governmental entity

12-20-13

Date

Adopted 06/29/2007

Exhibit G

Separate contract between Homeowner and Contractor for provision of Non-Elevation work

Exhibit G is not incorporated within AGREEMENT

MA E HERNANDEZ 10-06
JOSE JE RODRIGUEZ
909 VIVIAN ST. 832-876-5954
KEMAH, TX 77565

1893
35 846/1130
117

12-19-13

EHM

A STRUCTURAL MOVING TRADIT

Pay to the order of E H M. $ 13,740.-

Thirteen. Thousand. Seven hundred and forty 00/100)

WOODFOREST
NATIONAL BANK
24 Hour Account Information
1-888-BANK724 (1-888-226-5724)
www.woodforest.com

Home xtras Emma Hdez.

[redacted]

Date: December 18, 2

To: Emma Hernandez
Project: 909 Vivian
Kemah, TX 77565

Expert House Movers, Inc., (EHM) agrees to furnish all labor and material necessary to complete the following:

Stucco of existing grade beams	$ 890.00
Elevate house an additional height - 10'	2,250.00
Additional decking around the home	10,600.00

We propose to complete the above for the sum of Thirteen Thousand, Seven hundred and Forty Dollars and NO/100 ($13,740.00).

Payment due in full upon acceptance of this contract.

Paid
Ck # 1893

Expert House Movers, Inc.

By: _____ 12-19-13
Date

ACCEPTANCE

The above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Owner:
Emma Hdez 12-19-13
Emma Hernandez Date

Exhibit H

Blank FEMA NFIP Elevation Certificate and Instructions (2012 Edition), FEMA Form 086-0-33

FEMA

NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

AND

INSTRUCTIONS

2012 EDITION

National Flood Insurance Program

ELEVATION CERTIFICATE

Paperwork Reduction Act Notice

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

Privacy Act Statement

Authority: Title 44 CFR § 61.7 and 61.8.

Principal Purpose(s): This information is being collected for the primary purpose of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

Routine Use(s): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or the applicant may be subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

Purpose of the Elevation Certificate

The Elevation Certificate is an important administrative tool of the National Flood Insurance Program (NFIP). It is to be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

The Elevation Certificate is required in order to properly rate Post-FIRM buildings, which are buildings constructed after publication of the Flood Insurance Rate Map (FIRM), located in flood insurance Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. The Elevation Certificate is not required for Pre-FIRM buildings unless the building is being rated under the optional Post-FIRM flood insurance rules.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the Federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA or LOMR-F request. Lowest floor and lowest adjacent grade elevations certified by a surveyor or engineer will be required if the certificate is used to support a LOMA or LOMR-F request. A LOMA or LOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 package, whichever is appropriate.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP, non-residential buildings can be floodproofed up to or above the Base Flood Elevation (BFE). A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

Additional guidance can be found in FEMA Publication 467-1, Floodplain Management Bulletin: Elevation Certificate, available on FEMA's website at http://www.fema.gov/library/viewRecord.do?id=1727.

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

ELEVATION CERTIFICATE

IMPORTANT: Follow the instructions on pages 1–9.

OMB No. 1660-0008
Expiration Date: July 31, 2015

SECTION A – PROPERTY INFORMATION

	FOR INSURANCE COMPANY USE
A1. Building Owner's Name	Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.	Company NAIC Number:
City / State / ZIP Code	

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) _____

A5. Latitude/Longitude: Lat. _____ Long. _____ Horizontal Datum: ☐ NAD 1927 ☐ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number _____

A8. For a building with a crawlspace or enclosure(s):
- a) Square footage of crawlspace or enclosure(s) _____ sq ft
- b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____
- c) Total net area of flood openings in A8.b _____ sq in
- d) Engineered flood openings? ☐ Yes ☐ No

A9. For a building with an attached garage:
- a) Square footage of attached garage _____ sq ft
- b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____
- c) Total net area of flood openings in A9.b _____ sq in
- d) Engineered flood openings? ☐ Yes ☐ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:
☐ FIS Profile ☐ FIRM ☐ Community Determined ☐ Other/Source: _____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☐ No
Designation Date: _____ / _____ / _____ ☐ CBRS ☐ OPA

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: _____ Vertical Datum: _____

Indicate elevation datum used for the elevations in items a) through h) below. ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____
Datum used for building elevations must be the same as that used for the BFE.

		Check the measurement used.
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	_____ . _____	☐ feet ☐ meters
b) Top of the next higher floor	_____ . _____	☐ feet ☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	_____ . _____	☐ feet ☐ meters
d) Attached garage (top of slab)	_____ . _____	☐ feet ☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	_____ . _____	☐ feet ☐ meters
f) Lowest adjacent (finished) grade next to building (LAG)	_____ . _____	☐ feet ☐ meters
g) Highest adjacent (finished) grade next to building (HAG)	_____ . _____	☐ feet ☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	_____ . _____	☐ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

☐ Check here if comments are provided on back of form.
☐ Check here if attachments.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ☐ No

Certifier's Name		License Number	
Title	Company Name		
Address	City	State	ZIP Code
Signature	Date	Telephone	

PLACE SEAL HERE

See reverse side for continuation.

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments

Signature Date

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B,and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____ . _____ ☐ feet ☐ meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____ . _____ ☐ feet ☐ meters Datum _____

G10. Community's design flood elevation: _____ . _____ ☐ feet ☐ meters Datum _____

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

☐ Check here if attachments.

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

BUILDING PHOTOGRAPHS

Continuation Page

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

Instructions for Completing the Elevation Certificate

OMB No. 1660-0008
Expiration Date: July 31, 2015

The Elevation Certificate is to be completed by a land surveyor, engineer, or architect who is authorized by law to certify elevation information when elevation information is required for Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. Community officials who are authorized by law or ordinance to provide floodplain management information may also complete this form. For Zones AO and A (without BFE), a community official, a property owner, or an owner's representative may provide information on this certificate, unless the elevations are intended for use in supporting a request for a LOMA or LOMR-F. Certified elevations must be included if the purpose of completing the Elevation Certificate is to obtain a LOMA or LOMR-F.

The property owner, the owner's representative, or local official who is authorized by law to administer the community floodplain ordinance can complete Section A and Section B. The partially completed form can then be given to the land surveyor, engineer, or architect to complete Section C. The land surveyor, engineer, or architect should verify the information provided by the property owner or owner's representative to ensure that this certificate is complete.

In Puerto Rico only, elevations for building information and flood hazard information may be entered in meters.

SECTION A – PROPERTY INFORMATION

Items A1–A4. This section identifies the building, its location, and its owner. Enter the name(s) of the building owner(s), the building's complete street address, and the lot and block numbers. If the building's address is different from the owner's address, enter the address of the building being certified. If the address is a rural route or a Post Office box number, enter the lot and block numbers, the tax parcel number, the legal description, or an abbreviated location description based on distance and direction from a fixed point of reference. For the purposes of this certificate, "building" means both a building and a manufactured (mobile) home.

A map may be attached to this certificate to show the location of the building on the property. A tax map, FIRM, or detailed community map is appropriate. If no map is available, provide a sketch of the property location, and the location of the building on the property. Include appropriate landmarks such as nearby roads, intersections, and bodies of water. For building use, indicate whether the building is residential, non-residential, an addition to an existing residential or non-residential building, an accessory building (e.g., garage), or other type of structure. Use the Comments area of the appropriate section if needed, or attach additional comments.

Item A5. Provide latitude and longitude coordinates for the center of the front of the building. Use either decimal degrees (e.g., 39.5043°, -110.7585°) or degrees, minutes, seconds (e.g., 39° 30' 15.5", -110° 45' 30.7") format. If decimal degrees are used, provide coordinates to at least 4 decimal places or better. When using degrees, minutes, seconds, provide seconds to at least 1 decimal place or better. The latitude and longitude coordinates must be accurate within 66 feet. When the latitude and longitude are provided by a surveyor, check the "Yes" box in Section D and indicate the method used to determine the latitude and longitude in the Comments area of Section D. If the Elevation Certificate is being certified by other than a licensed surveyor, engineer, or architect, this information is not required. Provide the type of datum used to obtain the latitude and longitude. FEMA prefers the use of NAD 1983.

Item A6. If the Elevation Certificate is being used to obtain flood insurance through the NFIP, the certifier must provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

Item A7. Select the diagram on pages 7–9 that best represents the building. Then enter the diagram number and use the diagram to identify and determine the appropriate elevations requested in Items C2.a–h. If you are unsure of the correct diagram, select the diagram that most closely resembles the building being certified.

Item A8.a Provide the square footage of the crawlspace or enclosure(s) below the lowest elevated floor of an elevated building with or without permanent flood openings. Take the measurement from the outside of the crawlspace or enclosure(s). Examples of elevated buildings constructed with crawlspace and enclosure(s) are shown in Diagrams 6–9 on pages 8–9. Diagram 2, 4, or 9 should be used for a building constructed with a crawlspace floor that is below the exterior grade on all sides.

Items A8.b–d Enter in Item A8.b the number of permanent flood openings in the crawlspace or enclosure(s) that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. Estimate the total net area of all such permanent flood openings in square inches, excluding any bars, louvers, or other covers of the permanent flood openings, and enter the total in Item A8.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A8.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the crawlspace or enclosure(s) have no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter "0" (zero) in Items A8.b–c.

Item A9.a Provide the square footage of the attached garage with or without permanent flood openings. Take the measurement from the outside of the garage.

Items A9.b–d Enter in Item A9.b the number of permanent flood openings in the attached garage that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. This includes any openings that are in the garage door that are no higher than 1.0 foot above the adjacent grade. Estimate the total net area of all such permanent flood openings in square inches and enter the total in Item A9.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A9.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the garage has no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter "0" (zero) in Items A9.b–c.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Complete the Elevation Certificate on the basis of the FIRM in effect at the time of the certification.

The information for Section B is obtained by reviewing the FIRM panel that includes the building's location. Information about the current FIRM is available from the Federal Emergency Management Agency (FEMA) by calling 1-800-358-9616. If a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR-F) has been issued by FEMA, please provide the letter date and case number in the Comments area of Section D or Section G, as appropriate.

For a building in an area that has been annexed by one community but is shown on another community's FIRM, enter the community name and 6-digit number of the annexing community in Item B1, the name of the county or new county, if necessary, in Item B2, and the FIRM index date for the annexing community in Item B6. Enter information from the actual FIRM panel that shows the building location, even if it is the FIRM for the previous jurisdiction, in Items B4, B5, B7, B8, and B9.

If the map in effect at the time of the building's construction was other than the current FIRM, and you have the past map information pertaining to the building, provide the information in the Comments area of Section D.

Item B1. NFIP Community Name & Community Number. Enter the complete name of the community in which the building is located and the associated 6-digit community number. For a newly incorporated community, use the name and 6-digit number of the new community. Under the NFIP, a "community" is any State or area or political subdivision thereof, or any Indian tribe or authorized native organization, that has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the NFIP *Community Status Book*, available on FEMA's web site at http://www.fema.gov/fema/csb.shtm, or call 1-800-358-9616.

Item B2. County Name. Enter the name of the county or counties in which the community is located. For an unincorporated area of a county, enter "unincorporated area." For an independent city, enter "independent city."

Item B3. State. Enter the 2-letter state abbreviation (for example, VA, TX, CA).

Items B4–B5. Map/Panel Number and Suffix. Enter the 10-character "Map Number" or "Community Panel Number" shown on the FIRM where the building or manufactured (mobile) home is located. For maps in a county-wide format, the sixth character of the "Map Number" is the letter "C" followed by a 4-digit map number. For maps not in a county-wide format, enter the "Community Panel Number" shown on the FIRM.

Item B6. FIRM Index Date. Enter the effective date or the map revised date shown on the FIRM Index.

Item B7. FIRM Panel Effective/Revised Date. Enter the map effective date or the map revised date shown on the FIRM panel. This will be the latest of all dates shown on the map. The current FIRM panel effective date can be determined by calling 1-800-358-9616.

Item B8. Flood Zone(s). Enter the flood zone, or flood zones, in which the building is located. All flood zones containing the letter "A" or "V" are considered Special Flood Hazard Areas. The flood zones are A, AE, A1–A30, V, VE, V1–V30, AH, AO, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. Each flood zone is defined in the legend of the FIRM panel on which it appears.

Item B9. Base Flood Elevation(s). Using the appropriate Flood Insurance Study (FIS) Profile, Floodway Data Table, or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site. If the building is located in more than 1 flood zone in Item B8, list all appropriate BFEs in Item B9. BFEs are shown on a FIRM or FIS Profile for Zones A1–A30, AE, AH, V1–V30, VE, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO; flood depth numbers are shown for Zone AO. Use the AR BFE if the building is located in any of Zones AR/A, AR/AE, AR/A1 A30, AR/AH, or AR/AO. In A or V zones where BFEs are not provided on the FIRM, BFEs may be available from another source. For example, the community may have established BFEs or obtained BFE data from other sources for the building site. For subdivisions and other developments of more than 50 lots or 5 acres, establishment of BFEs is required by the community's floodplain management ordinance. If a BFE is obtained from another source, enter the BFE in Item B9. In an A Zone where BFEs are not available, complete Section E and enter N/A for Section B, Item B9. Enter the BFE to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Item B10. Indicate the source of the BFE that you entered in Item B9. If the BFE is from a source other than FIS Profile, FIRM, or community, describe the source of the BFE.

Item B11. Indicate the elevation datum to which the elevations on the applicable FIRM are referenced as shown on the map legend. The vertical datum is shown in the Map Legend and/or the Notes to Users on the FIRM.

Item B12. Indicate whether the building is located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA). (OPAs are portions of coastal barriers that are owned by Federal, State, or local governments or by certain non-profit organizations and used primarily for natural resources protection.) Federal flood insurance is prohibited in designated CBRS areas or OPAs for buildings or manufactured (mobile) homes built or substantially improved after the date of the CBRS or OPA designation. For the first CBRS designations, that date is October 1, 1983. Information about CBRS areas and OPAs may be obtained on the FEMA web site at http://www.fema.gov/business/nfip/cbrs/cbrs.shtm.

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

Complete Section C if the building is located in any of Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO, or if this certificate is being used to support a request for a LOMA or LOMR-F. If the building is located in Zone AO or Zone A (without BFE), complete Section E instead. To ensure that all required elevations are obtained, it may be necessary to enter the building (for instance, if the building has a basement or sunken living room, split-level construction, or machinery and equipment).

Surveyors may not be able to gain access to some crawlspaces to shoot the elevation of the crawlspace floor. If access to the crawlspace is limited or cannot be gained, follow one of these procedures.

- Use a yardstick or tape measure to measure the height from the floor of the crawlspace to the "next higher floor," and then subtract the crawlspace height from the elevation of the "next higher floor." If there is no access to the crawlspace, use the exterior grade next to the structure to measure the height of the crawlspace to the "next higher floor."
- Contact the local floodplain administrator of the community in which the building is located. The community may have documentation of the elevation of the crawlspace floor as part of the permit issued for the building.
- If the property owner has documentation or knows the height of the crawlspace floor to the next higher floor, try to verify this by looking inside the crawlspace through any openings or vents.

In all 3 cases, provide the elevation in the Comments area of Section D on the back of the form and a brief description of how the elevation was obtained.

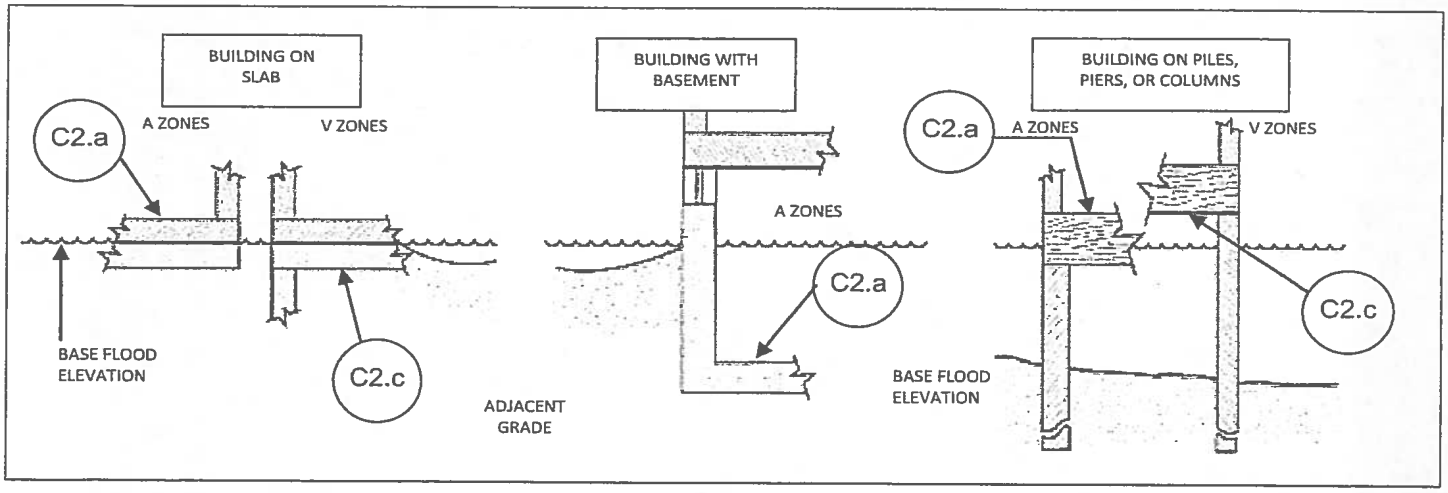
Item C1. Indicate whether the elevations to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first 2 choices, a post-construction Elevation Certificate will be required when construction is complete. If the building is under construction, include only those elevations that can be surveyed in Items C2.a–h. Use the Comments area of Section D to provide elevations obtained from the construction plans or drawings. Select "Finished Construction" only when all machinery and/or equipment such as furnaces, hot water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

Item C2. A field survey is required for Items C2.a–h. Most control networks will assign a unique identifier for each benchmark. For example, the National Geodetic Survey uses the Permanent Identifier (PID). For the benchmark utilized, provide the PID or other unique identifier assigned by the maintainer of the benchmark. For GPS survey, indicate the benchmark used for the base station, the Continuously Operating Reference Stations (CORS) sites used for an On-line Positioning User Service (OPUS) solution (also attach the OPUS report), or the name of the Real Time Network used.

Also provide the vertical datum for the benchmark elevation. All elevations for the certificate, including the elevations for Items C2.a–h, must use the same datum on which the BFE is based. Show the conversion from the field survey datum used if it differs from the datum used for the BFE entered in Item B9 and indicate the conversion software used. Show the datum conversion, if applicable, in the Comments area of Section D.

For property experiencing ground subsidence, the most recent reference mark elevations must be used for determining building elevations. However, when subsidence is involved, the BFE should not be adjusted. Enter elevations in Items C2.a–h to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Items C2.a–d Enter the building elevations (excluding the attached garage) indicated by the selected building diagram (Item A7) in Items C2.a–c. If there is an attached garage, enter the elevation for top of attached garage slab in Item C2.d. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If the building is located in a V zone on the FIRM, complete Item C2.c. If the flood zone cannot be determined, enter elevations for all of Items C2.a–h. For buildings in A zones, elevations a, b, d, and e should be measured at the top of the floor. For buildings in V zones, elevation c must be measured at the bottom of the lowest horizontal structural member of the floor (see drawing below). For buildings



elevated on a crawlspace, Diagrams 8 and 9, enter the elevation of the top of the crawlspace floor in Item C2.a, whether or not the crawlspace has permanent flood openings (flood vents). *If any item does not apply to the building, enter "N/A" for not applicable.*

Item C2.e Enter the lowest platform elevation of at least 1 of the following machinery and equipment items: elevators and their associated equipment, furnaces, hot water heaters, heat pumps, and air conditioners in an attached garage or enclosure or on an open utility platform that provides utility services for the building. Note that elevations for these specific machinery and equipment items are required in order to rate the building for flood insurance. Local floodplain management officials are required to ensure that <u>all</u> machinery and equipment servicing the building are protected from flooding. Thus, local officials may require that elevation information for all machinery and equipment, including ductwork, be documented on the Elevation Certificate. If the machinery and/or equipment is mounted to a wall, pile, etc., enter the platform elevation of the machinery and/

or equipment. Indicate machinery/equipment type and its general location, e.g., on floor inside garage or on platform affixed to exterior wall, in the Comments area of Section D or Section G, as appropriate. *If this item does not apply to the building, enter "N/A" for not applicable.*

Items C2.f–g Enter the elevation of the ground, sidewalk, or patio slab immediately next to the building. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

Item C2.h Enter the lowest grade elevation at the deck support or stairs. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

Complete as indicated. This section of the Elevation Certificate may be signed by only a land surveyor, engineer, or architect who is authorized by law to certify elevation information. Place your license number, your seal (as allowed by the State licensing board), your signature, and the date in the box in Section D. You are certifying that the information on this certificate represents your best efforts to interpret the data available and that you understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001. Use the Comments area of Section D, on the back of the certificate, to provide datum, elevation, openings, or other relevant information not specified on the front.

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

Complete Section E if the building is located in Zone AO or Zone A (without BFE). Otherwise, complete Section C instead. Explain in the Section F Comments area if the measurement provided under Items E1–E4 is based on the "natural grade."

Items E1.a and b Enter in Item E1.a the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG). Enter in Item E1.b the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the lowest adjacent grade (LAG). For buildings in Zone AO, the community's floodplain management ordinance requires the lowest floor of the building be elevated above the highest adjacent grade at least as high as the depth number on the FIRM. Buildings in Zone A (without BFE) may qualify for a lower insurance rate if an engineered BFE is developed at the site.

Item E2. For Building Diagrams 6–9 with permanent flood openings (see pages 8–9), enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the next higher floor or elevated floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG).

Item E3. Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, for the top of attached garage slab. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) *If this item does not apply to the building, enter "N/A" for not applicable.*

Item E4. Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, of the platform elevation that supports the machinery and/or equipment servicing the building. Indicate machinery/equipment type in the Comments area of Section F. *If this item does not apply to the building, enter "N/A" for not applicable.*

Item E5. For those communities where this base flood depth is not available, the community will need to determine whether the top of the bottom floor is elevated in accordance with the community's floodplain management ordinance.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

Complete as indicated. This section is provided for certification of measurements taken by a property owner or property owner's representative when responding to Sections A, B, and E. The address entered in this section must be the actual mailing address of the property owner or property owner's representative who provided the information on the certificate.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

Complete as indicated. The community official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Section C may be filled in by the local official as provided in the instructions below for Item G1. If the authorized community official completes Sections C, E, or G, complete the appropriate item(s) and sign this section.

Check **Item G1** if Section C is completed with elevation data from other documentation, including elevations obtained from the Community Rating System Elevation Software, that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. Indicate the source of the elevation data and the date obtained in the Comments area of Section G. If you are both a community official and a licensed land surveyor, engineer, or architect authorized by law to certify elevation information, and you performed the actual survey for a building in Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/A1–A30, AR/AE, AR/AH, or AR/AO, you must also complete Section D.

Check **Item G2** if information is entered in Section E by the community for a building in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

Check **Item G3** if the information in Items G4–G10 has been completed for community floodplain management purposes to document the as-built lowest floor elevation of the building. Section C of the Elevation Certificate records the elevation of various building components but does not determine the lowest floor of the building or whether the building, as constructed, complies with the community's floodplain management ordinance. This must be done by the community. Items G4–G10 provide a way to document these determinations.

Item G4. Permit Number. Enter the permit number or other identifier to key the Elevation Certificate to the permit issued for the building.

Item G5. Date Permit Issued. Enter the date the permit was issued for the building.

Item G6. Date Certificate of Compliance/Occupancy Issued. Enter the date that the Certificate of Compliance or Occupancy or similar written official documentation of as-built lowest floor elevation was issued by the community as evidence that all work authorized by the floodplain development permit has been completed in accordance with the community's floodplain management laws or ordinances.

Item G7. New Construction or Substantial Improvement. Check the applicable box. "Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building before the start of construction of the improvement. The term includes buildings that have incurred substantial damage, regardless of the actual repair work performed.

Item G8. As-built lowest floor elevation. Enter the elevation of the lowest floor (including basement) when the construction of the building is completed and a final inspection has been made to confirm that the building is built in accordance with the permit, the approved plans, and the community's floodplain management laws or ordinances. Indicate the elevation datum used.

Item G9. BFE. Using the appropriate FIRM panel, FIS Profile, or other data source, locate the property and enter the BFE (or base flood depth) of the building site. Indicate the elevation datum used.

Item G10. Community's design flood elevation. Enter the elevation (including freeboard above the BFE) to which the community requires the lowest floor to be elevated. Indicate the elevation datum used.

Enter your name, title, and telephone number, and the name of the community. Sign and enter the date in the appropriate blanks.

Building Diagrams

The following diagrams illustrate various types of buildings. Compare the features of the building being certified with the features shown in the diagrams and select the diagram most applicable. Enter the diagram number in Item A7, the square footage of crawlspace or enclosure(s) and the area of flood openings in square inches in Items A8.a–c, the square footage of attached garage and the area of flood openings in square inches in Items A9.a–c, and the elevations in Items C2.a–h.

In A zones, the floor elevation is taken at the top finished surface of the floor indicated; in V zones, the floor elevation is taken at the bottom of the lowest horizontal structural member (see drawing in instructions for Section C).

DIAGRAM 1A

All slab-on-grade single- and multiple-floor buildings (other than split-level) and high-rise buildings, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor is at or above ground level (grade) on at least 1 side.*

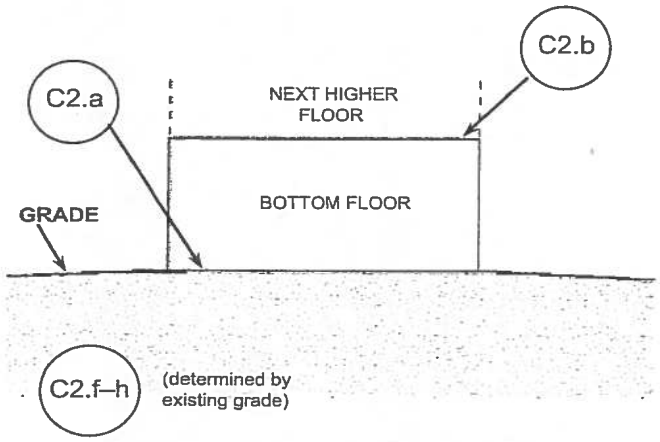


DIAGRAM 1B

All raised-slab-on-grade or slab-on-stem-wall-with-fill single- and multiple-floor buildings (other than split-level), either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor is at or above ground level (grade) on at least 1 side.*

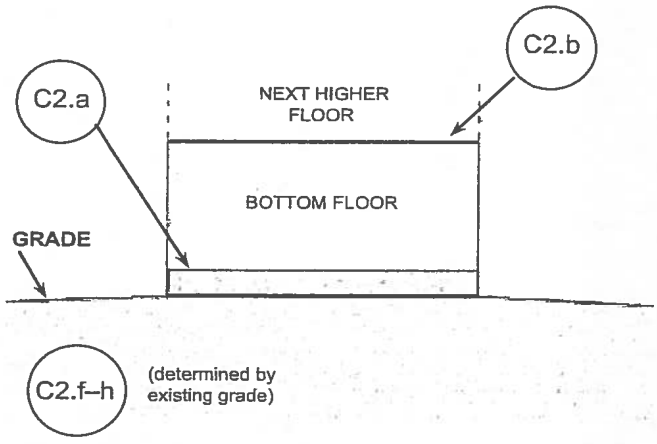
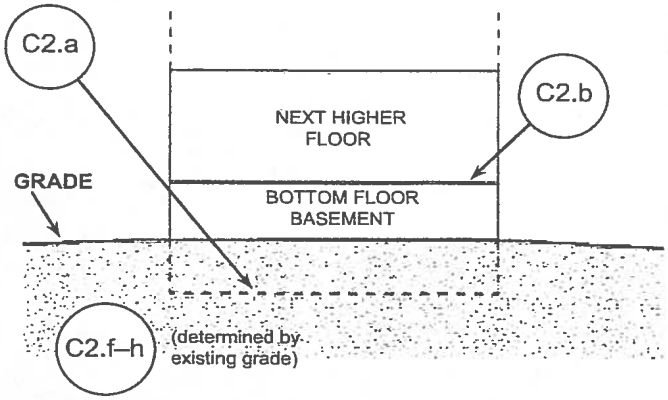


DIAGRAM 2

All single- and multiple-floor buildings with basement (other than split-level) and high-rise buildings with basement, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

DIAGRAM 3

All split-level buildings that are slab-on-grade, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (excluding garage) is at or above ground level (grade) on at least 1 side.*

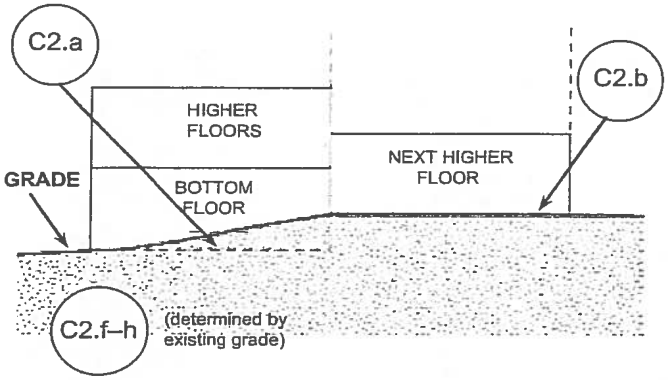


DIAGRAM 4

All split-level buildings (other than slab-on-grade), either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*

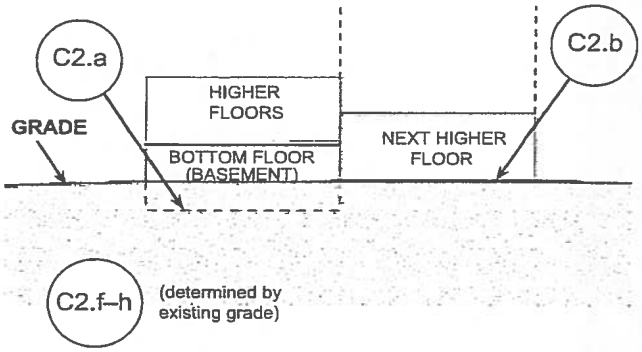


DIAGRAM 5

All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is open, with no obstruction to flow of floodwaters (open lattice work and/or insect screening is permissible).

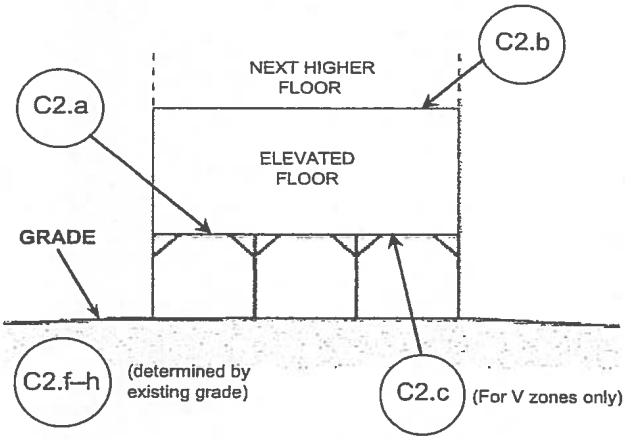
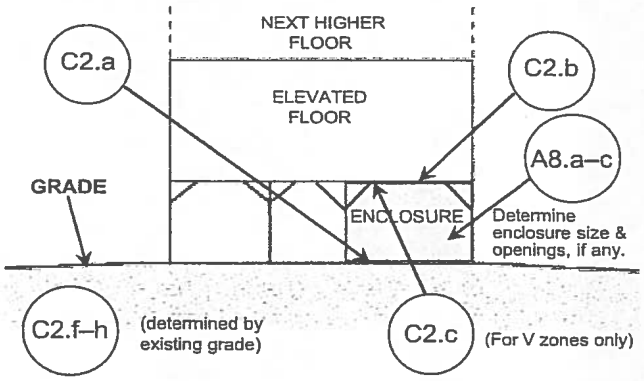


DIAGRAM 6

All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

DIAGRAM 7

All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least 1 side is at or above grade. The principal use of this building is located in the elevated floors of the building.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.

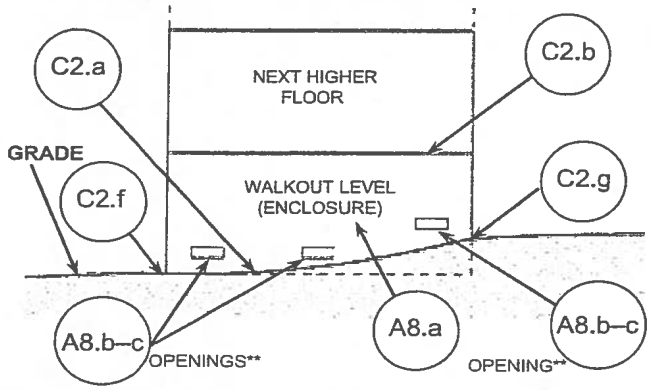


DIAGRAM 8

All buildings elevated on a crawlspace with the floor of the crawlspace at or above grade on at least 1 side, with or without an attached garage.

Distinguishing Feature – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawlspace is with or without openings** present in the walls of the crawlspace. Indicate information about crawlspace size and openings in Section A – Property Information.

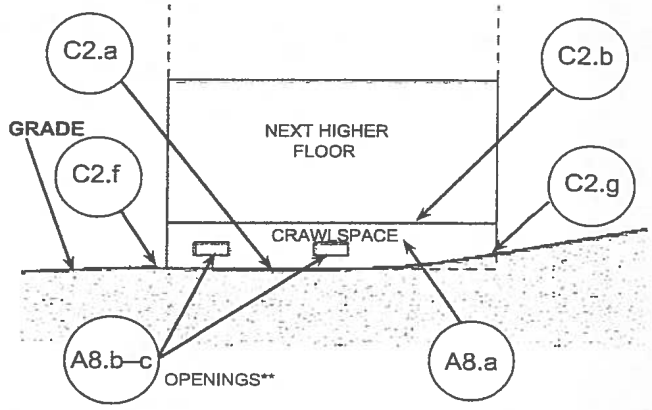
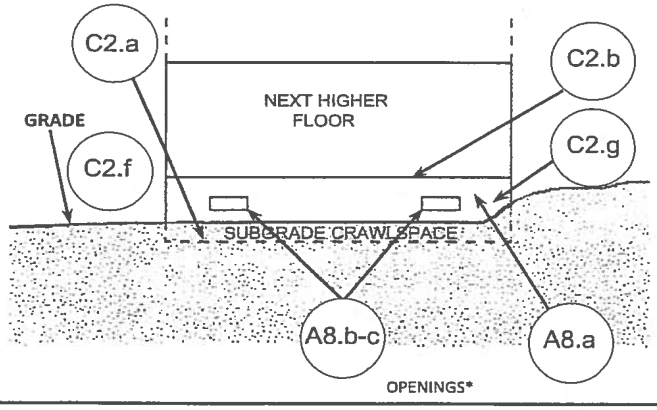


DIAGRAM 9

All buildings (other than split-level) elevated on a sub-grade crawlspace, with or without attached garage.

Distinguishing Feature – The bottom (crawlspace) floor is below ground level (grade) on all sides.* (If the distance from the crawlspace floor to the top of the next higher floor is more than 5 feet, or the crawlspace floor is more than 2 feet below the grade [LAG] on all sides, use Diagram 2.)



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

AGENDA ITEM #31.a.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), Gilbert G Allison (HOMEOWNER), and Excello (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 **307 LAKESIDE DR, KEMAH, TX 77565** 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

Beaumont, TX 77705
Telephone: 409 770 5355
Email: cynthia.pagan@co.galveston.tx.us

CONTRACTOR:

Name of Company: Excello
Name of Designated contact person: James Griffin

Address: 1245 W Cardinal

_____

_____

Telephone: 409-284-6611
Email: jim@excelloconstruction.com

HOMEOWNER:

Name of HOMEOWNER(S) (list all persons and/or entities listed as current Grantee(s) within real property records on file in the Galveston County Clerk's Office for the PROPERTY);

Title to PROPERTY is in: Gilbert G Allison

HOMEOWNER'S contact: Gilbert G Allison*
Address of Homeowner: 6427 W CREEK DR
BROOKSIDE VILLAGE, TX 77565

Telephone: 713-702-0628
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	**$190,000.00**
d. NON-ELEVATION COSTS**	**$0.00**
e. TEMPORARY HOUSING, if applicable***	**$2,275.00**
f. ICC Claim Processing Fee****	$TBD
Total Budgeted PROJECT HARD COSTS:	**$199,275.00**

2. PROJECT HARD COSTS:

a. Total Due from HOMEOWNER:	
10% of Preparation and Presentation of MITIGATION OFFER*	$350.00
10% of Project Management*	$350.00
10% of ELEVATION CONTRACT AMOUNT	**$19,000.00**
100% of NON-ELEVATION COSTS (paid separately)**	**$0.00**+
TEMPORARY HOUSING, if applicable (reimbursed 90%)***	**$2,275.00**
10% of ICC claim processing fee ($100), if applicable****	$TBD
b. Federal Share (90% of grant eligible costs):	
90% of Preparation and Presentation of MITIGATION OFFER*	$3,150.00
90% of Project Management	$3,150.00
90% of ELEVATION CONTRACT AMOUNT	**$171,000.00**
00% of NON-ELEVATION COSTS**	$0.00
90% reimbursement of TEMPORARY HOUSING, if applicable***	**$2,047.50**
90% of ICC claim processing fee ($900), if applicable****	$TBD
c. Total PROJECT HARD COSTS:	**$199,275.00**

*, **, ***, and **** are described below:

* $350 was paid by HOMEOWNER prior to presentation of MITIGATION OFFER and is HOMEOWNER'S 10% match of the $3,500.00 fee for preparation and presentation of MITIGATION OFFER. $350 was paid by HOMEOWNER at time of signing this AGREEMENT and is HOMEOWNER'S 10% match of the $3,500.00 Project Management cost.

** Non-elevation construction is pursuant to a separate agreement between HOMEOWNER and CONTRACTOR. A

copy of such agreement covering non-elevation is attached hereto as Exhibit G for informational purposes.

*** TEMPORARY HOUSING is on a reimbursement basis (at 90% reimbursement) and thus is not included in calculating HOMEOWNER'S LOCAL SHARE AMOUNT that must be paid at the time of signing MITIGATION OFFER. TEMPORARY HOUSING reimbursement is not known at the time of signing the MITIGATION OFFER and this AGREEMENT as it is on a reimbursement basis. TEMPORARY HOUSING estimated by CONTRACTOR in PLANS AND SPECIFICATIONS (Exhibit A) is used herein for COUNTY budgetary matters associated with this SRL Program. TEMPORARY HOUSING costs, when eligible for reimbursement and actually incurred by HOMEOWNER, shall be submitted by HOMEOWNER to COUNTY for reimbursement in accordance with Article V, Section C of this AGREEMENT. Subsequent to reimbursement, COUNTY shall reconcile to determine PROJECT HARD COSTS for grant administration requirements.

**** ICC claim processing fee will only be charged if an ICC claim is processed by COUNTY. Eligible HOMEOWNER 10% LOCAL SHARE AMOUNT ($100.00) will be withheld from ICC funds received by COUNTY when disbursed to HOMEOWNER.

B. **Payments to CONTRACTOR/Draw Schedule:**

1. In the event that CONTRACTOR has obtained a BOND, CONTRACTOR shall be entitled to request up to four (4) disbursements from the ELEVATION CONTRACT AMOUNT after completion of each phase of work and submitting the following documentation.
2. The schedules for disbursements of draw requests are set forth as follows:
   a. **Phase 1 Pre-elevation/mobilization** - 30% of the total ELEVATION CONTRACT AMOUNT upon receipt of inspector's report plus the submittal of the following:
      1. Foundation inspection is required;
      2. CONTRACTOR Request for Payment Form;
      3. CONTRACTOR itemized invoice;
      4. Progress Inspection Report Form;
         a.) Engineering feasibility letter
         b.) Initial elevation certificate
         c.) Project PLANS AND SPECIFICATIONS (Exhibit A)
         d.) Project timetable
         e.) Copies of requisite permits
         f.) Copy of fully executed Tri-party AGREEMENT
      5. Pre-elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
      6. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
      7. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.
   b. **Phase 2 Raised, ready to set, building department inspections** – second 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 60% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
      1. CONTRACTOR Request for Payment Form;
      2. CONTRACTOR itemized invoice;
      3. Progress Inspection Report Form;
         a.) Engineering concurrence
         b.) Concurrence as to 60% completion
         c.) Copies of requisite permits
         d.) TWIA compliance
         e.) Grant compliance
         f.) HOMEOWNER acceptance
      4. Phase 2 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;

5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

c. **Phase 3 Structure elevated to design height, foundation installed, mechanicals reconnected** - 30% of the total ELEVATION CONTRACT AMOUNT, provided that at least 90% of the Elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
1. CONTRACTOR Request for Payment Form;
2. CONTRACTOR itemized invoice;
3. Progress Inspection Report Form;
   a.) Engineering concurrence
   b.) Concurrence as to 90% completion
   c.) TWIA compliance
   d.) ADA compliance (if required)
   e.) Grant compliance
   f.) HOMEOWNER acceptance
4. Phase 3 elevation photographs – minimum of two (2) views each of front and back to show all four exterior walls and an adequate number of pictures for the interior;
5. Signed and notarized CONTRACTOR Lien Waiver Affidavit (Interim) Form; and
6. Signed and notarized Subcontractor Lien Waiver Affidavit (Interim) Form.

d. **Phase 4 Final Inspection, occupancy certificate, all grant requirements met** - 10% of the total ELEVATION CONTRACT AMOUNT, provided that the elevation construction is complete and upon receipt of inspector's report plus the submittal of the following:
1. CONTRACTOR Request for Payment Form;
2. Final CONTRACTOR itemized invoice;
3. Final Inspection Form;
4. Post Elevation - Elevation Certificate (FEMA Form 086-0-33), a blank FEMA Form 086-0-33 with its instructions is attached hereto as Exhibit H;
5. Certificate of occupancy;
6. New survey (if required);
7. Signed and notarized Lien Waiver Affidavit CONTRACTOR (**Final**) Form;
8. Signed and notarized Lien Waiver Affidavit Subcontractor (**Final**) Form;
9. Copy of CONTRACTOR Warranties that have been signed by HOMEOWNER (please refer to Article VI(T) on page 13 of this AGREEMENT);
10. HOMEOWNER acceptance;
11. Grant compliance reconciliation (if non-grant work was also performed); and
12. Final elevation photographs – minimum of three (3) views each of front and each side to show all four exterior walls and an adequate number of pictures for the interior.

3. Withholding Payment to CONTRACTOR: COUNTY shall be entitled to withhold payment to CONTRACTOR while any of the following conditions exist:
   a. The location, installation or elevation of the IMPROVEMENTS violates or interferes with any applicable recorded instrument or governmental regulation affecting the PROPERTY;
   b. CONTRACTOR makes a material misrepresentation in the Request for Payment; and/or
   c. Notice of a claim or lien on the PROPERTY has been received in connection with the elevation, repair or installation of the IMPROVEMENTS, and has not been released.

ARTICLE V. HOMEOWNER'S OBLIGATIONS

A. HOMEOWNER's Portion of the ELEVATION CONTRACT AMOUNT: HOMEOWNER must pay the total of the LOCAL SHARE AMOUNT in the form of a check made payable to GALVESTON COUNTY at the time of signing this AGREEMENT. Eligible HOMEOWNERs may receive a refund up to the full LOCAL SHARE AMOUNT through an ICC claim. HOMEOWNER may receive ninety-percent (90%) reimbursement for eligible TEMPORARY HOUSING

costs incurred by HOMEOWNER, as eligible TEMPORARY HOUSING costs are allowable PROJECT HARD COSTS in the SRL Program.

B. Taxes: HOMEOWNER will pay all real estate taxes and assessments of every kind on the PROPERTY before the same become delinquent, and GALVESTON COUNTY may at any time require HOMEOWNER to provide evidence that taxes have been paid current. Property taxes may be paid current, be deferred or HOMEOWNER must be current on a payment plan with the Galveston County Tax Assessor and Collector in order to avoid any delinquency.

C. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the elevation construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within ___ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER (90%) if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work. Finally, costs incurred by HOMEOWNER for such TEMPORARY HOUSING that are reimbursable to HOMEONWER must be reasonable costs. HOMEOWNER must provide documentation to the COUNTY showing the TEMPORARY HOUSING costs incurred – this may be accomplished by providing copies of receipts or other proof of payments. TEMPORARY HOUSING costs are reasonable if in amounts less than or equal to the per diem rates established by the GSA for the location that the WORKSITE is located within. The per diem rates established by the GSA are available for viewing through the Internet, at site:

http://www.gsa.gov/portal/content/104877?utm_source=OCM&utm_medium=print-radio&utm_term=HP_01_Requested_perdiem&utm_campaign=shortcuts.

Or, the GSA per diem rates may be accessed by going to http://www.gsa.gov/portal/category/100000# and then clicking on the link entitled "Per Diem Rates".

D. HOMEOWNER will cooperate generally with the reasonable requests of CONTRACTOR, COUNTY, TWDB, and FEMA as such requests relate to elevation, repair, or installation of the IMPROVEMENTS. HOMEOWNER will cooperate with COUNTY in arranging for inspections by representatives of the COUNTY of the progress of elevation from time to time and will promptly comply with COUNTY's requirements or satisfy any objections regarding construction of the IMPROVEMENTS or the progress thereof.

E. Utilities: HOMEOWNER is responsible for authorizing the disconnection of electricity, telephone, cable and gas as directed by the CONTRACTOR. HOMEOWNER is responsible for all utility bills during elevation. HOMEOWNER is responsible for authorizing reconnection of all utilities as directed by the CONTRACTOR. Any upgrades required by utility company for reconnection are not eligible costs hereunder.

F. Duty to Inform: HOMEOWNER is responsible for informing the CONTRACTOR of any known PROPERTY hazards such as asbestos, lead paint, buried lines, tanks, septic systems, water wells, bees, and propane tanks. HOMEOWNER is also responsible for notifying CONTRACTOR before signing the AGREEMENT if the HOMEOWNER has medical issues which could entitle the HOMEOWNER to special types of access facilities. In a case where a HOMEOWNER or member of the HOMEOWNER's family has a permanent physical disability, a physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible elevation cost.

G. Landscaping: HOMEOWNER shall be solely responsible for removing, storing, and replacing any existing landscaping that HOMEOWNER wishes to retain prior to the start of the work.

H. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the written approval of the same by the COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.

I. Prior Lien Holder Rights: By separate affidavit, HOMEOWNER has CERTIFIED the existence or non-existence,

as applicable, of any prior lien on the PROPERTY and that, if such a prior lien exists, that HOMEOWNER has notified and obtained the consent of such lien holder for the project contracted for herein as identified in PLANS AND SPECIFICATIONS (Exhibit A). HOMEOWNER further ACKNOWLEDGES that any prior lien on the PROPERTY (such as a mortgage or deed of trust) may contain provisions prohibiting HOMEOWNER from entering into or performing this AGREEMENT, and that HOMEOWNER may create an event of default under such prior lien unless HOMEOWNER has obtained the prior consent of such lien holder. A default on lien obligations can lead to serious legal consequences, including loss of your PROPERTY. HOMEOWNER agrees to be solely responsible for obtaining any and all necessary consent of prior lien holders before entering into this AGREEMENT. GALVESTON COUNTY is not responsible for determining if HOMEOWNER has a lien holder or for obtaining the consent of the lien holder. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

J. Reserved

K. Liens: HOMEOWNER will not suffer or permit any mechanics' or materialmen's lien claims to be filed or otherwise asserted against the PROPERTY or any funds due CONTRACTOR and will promptly discharge the same in case of the filing of any claims for lien or proceedings for the enforcement thereof; provided however, that HOMEOWNER shall have the right to contest in good faith and with reasonable diligence the validity of any such lien or claim on furnishing to the COUNTY such security or indemnity as the COUNTY may reasonably require.

L. **Limitation on Non-Elevation Construction**. All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.

M. Insurance Provision and filing of Deed Restriction: HOMEOWNER agrees to maintain flood insurance insuring against loss of the real property and improvements in an amount equal to the assessed value up to the NFIP maximum of $250,000.00. HOMEOWNER acknowledges and agrees that the following notice of flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk's Office, which such notice shall include the name of the current PROPERTY owner, the book and page reference to record of current title, a legal description of the PROPERTY, and state that: **This property has received Federal Hazard Mitigation Assistance. Federal Law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. 5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the floodplain management criteria of 44 CFR Part 60.3 and City/County Ordinance/Order. HOMEOWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.**

N. HOMEOWNER's Representations: HOMEOWNER represents the following to COUNTY and CONTRACTOR:

1. HOMEOWNER is the fee simple owner of the PROPERTY.
2. Other than any first-lien lien holder whose prior written consent has been obtained by HOMEOWNER, there are no liens, mortgages, claims, charges or unpaid assessments against the PROPERTY.
3. No written contract (or affidavit regarding an oral contract) regarding the elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County.
4. All warranties, representations and certifications made, and all information and material submitted or caused to be submitted to the COUNTY in connection with the MITIGATION OFFER are true and correct, and there have been no material changes in or conditions affecting any of such warranties, representations, certifications, material or information prior to the date of the signing event.
5. All financial statements delivered to the COUNTY by or on behalf of HOMEOWNER are each true and correct in all respects and there has been no material adverse change in such statements as of this date.
6. HOMEOWNER is solvent, is not bankrupt, has not committed any act of bankruptcy, and has no outstanding liens,

suits, garnishments, bankruptcies, or court actions which could render him insolvent or HOMEOWNER has disclosed any solvency issues or bankruptcy filings and the COUNTY signs this AGREEMENT with full knowledge of the same.

7. It is hereby acknowledged and agreed that the performance/payment BOND provided by the CONTRACTOR under this AGREEMENT are for the benefit of GALVESTON COUNTY to ensure completion of the work and that the performance/payment BOND provided by the CONTRACTOR are for the benefit of the laborers and material suppliers utilized during the work to ensure their payment and to ensure the PROPERTY is free and clear of any liens at the date of FINAL COMPLETION and HOMEOWNER further agrees and unconditionally relinquishes any and all right of claim in the HOMEOWNERs own right under and against any BOND(s) issued by any surety company for CONTRACTOR.

O. Assignment: HOMEOWNER shall not assign or otherwise transfer this AGREEMENT in whole or in part without prior written approval of the COUNTY. Such consent, if granted, shall not relieve the HOMEOWNER of any of its responsibilities under this AGREEMENT.

P. Inspection Report: An Inspection Report will be presented to the HOMEOWNER for review, acceptance, and execution at the completion of each Phase. If HOMEOWNER accepts the report, then the HOMEOWNER must provide an executed copy to the COUNTY within four (4) calendar days. If HOMEOWNER does not accept the report, then HOMEOWNER must notify the COUNTY within four (4) calendar days. No payment to CONTRACTOR shall be issued unless and until the COUNTY has receipt of an executed acceptance of the inspection report from the HOMEOWNER.

Q. TWDB Provisions: HOMEOWNER must comply with all applicable provisions listed in Exhibit D of this AGREEMENT.

ARTICLE VI. CONTRACTOR OBLIGATIONS

A. Standards of Elevation: In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be constructed, repaired or installed in a good and workmanlike manner, fit for their intended purpose, fully-equipped with materials of high quality, strictly in accordance with the (i) the WORK ORDER; (ii) the PLANS AND SPECIFICATIONS (Exhibit A); (iii) the RFQ; (iv) the Warranty Standards; (v) the Environmental Standards; (vi) FEMA floodplain regulations; (vii) if applicable, TWIA requirements; and (viii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).

B. Elevation Cooperation/TEMPORARY HOUSING: Promptly after the signing event, CONTRACTOR will determine whether alternate living arrangements must be made by the HOMEOWNER and all occupants during the construction period (as specified in PLANS AND SPECIFICATIONS (Exhibit A)). When such determination is made, HOMEOWNER and all occupants must vacate the PROPERTY within ____ days, in order to allow for elevation to commence in a timely manner. HOMEOWNER will make arrangements for securing personal property out of the construction area. CONTRACTOR is not allowed to assist HOMEOWNER move or secure their personal property. Notwithstanding the foregoing, HOMEOWNER and CONTRACTOR agree that TEMPORARY HOUSING costs are **only** eligible for reimbursement to HOMEOWNER if the WORKSITE is HOMEOWNER'S PRIMARY RESIDENCE and only for that period of time during which HOMEOWNER is displaced from the WORKSITE due to eligible elevation construction. Displaced from the WORKSITE due to eligible elevation construction means that period of time commencing when the home is uninhabitable due to the disconnection of utilities and/or that the home is unsecured from its foundation, as applicable, whichever is earlier, and running therefrom until such time that the home is re-secured to its foundation and utilities promptly restored. Utilities that are restored within two (2) business days after the re-securing of the home to its foundation shall be presumptively considered promptly restored. Costs incurred by HOMEOWNER due to displacement from the WORKSITE during any time that HOMEOWNER is displaced due to non-elevation work is **not** eligible for reimbursement, and such ineligible displacement costs also include any elongation of the time period for the provision of elevation work that has occurred because of the provision of non-elevation work.

C. No Changes in Scope of Work: No changes will be made in the PLANS AND SPECIFICATIONS (Exhibit A) except on the prior written approval of the same by COUNTY. No extras shall be allowed to CONTRACTOR or any subcontractor or material change made in any contract or subcontract without the COUNTY's prior written approval and consent.

D. Corrective Action: If CONTRACTOR is notified that any inspection by the COUNTY or its designee has uncovered any noncompliance issues, CONTRACTOR shall immediately correct such issues. CONTRACTOR shall maintain a detailed record of every non-compliance and corrective action taken. Such non compliance includes documenting any and all pre-existing damages as documented in PLANS AND SPECIFICATIONS (Exhibit A). HOMEOWNER will be required to sign off on the same.

E. Books and Records, Construction Trust Fund: CONTRACTOR will deposit all funds received by CONTRACTOR under this AGREEMENT into a construction account, and will keep an account record for the account, all in strict accordance

with Texas Property Code §§ 162.006 and 162.007 (the Texas construction trust fund statute). Within three (3) business days of a request by GALVESTON COUNTY, CONTRACTOR shall provide GALVESTON COUNTY with (i) a full copy of the account record, and (ii) executed copies of all contracts between CONTRACTOR and all of its subcontractors and suppliers. **Contractor's failure to timely obtain and maintain a Construction Trust Fund account shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.**

F. Records Retention: CONTRACTOR shall keep and maintain all records associated with this AGREEMENT for a minimum of five (5) years from the formal Close of this SRL grant with the State, or as required by Federal, State, or Local law, whichever period is longer. CONTRACTOR shall allow the COUNTY reasonable access to the records in CONTRACTOR'S possession, custody, or control that the COUNTY deems necessary to assist it in auditing the services, costs, and payments provided hereunder. CONTRACTOR also shall allow reasonable access to representatives of the State of Texas, the TWDB, FEMA, the Office of Inspector General, the General Accounting Office, and other applicable State or Federal agencies, as applicable, that such entities deem necessary to facilitate review by such agencies.

G. CONTRACTOR ACKNOWLEDGES THAT FAILURE TO STRICTLY COMPLY WITH THE CONSTRUCTION TRUST FUND STATUTE MAY EXPOSE CONTRACTOR, AND ITS AGENTS AND OWNERS, TO CIVIL AND CRIMINAL LIABILITY AND PENALTIES THAT MAY NOT BE AVOIDED BY BANKRUPTCY OR OTHER PROTECTIONS TYPICALLY AVAILABLE TO BUSINESSES.

H. Prompt Payment: CONTRACTOR will promptly pay all subcontractors and suppliers in accordance to the payment of the agreement between CONTRACTOR and its Subcontractors.

I. Allocation of Profit: CONTRACTOR agrees that any monies it receives pursuant to this AGREEMENT shall be applied to payment of all outstanding invoices from subcontractors and suppliers before CONTRACTOR applies such monies to its overhead or profit.

J. Due Diligence Responsibility: CONTRACTOR is solely responsible for verifying whether elevation will violate or interfere with any applicable recorded instrument or governmental regulation affecting the PROPERTY. The COUNTY makes no representations or warranties as to title to, or encumbrances on, the PROPERTY.

K. Elevation Timing; Delay Damages: CONTRACTOR shall commence elevation, repair or installation of the IMPROVEMENTS as soon as possible after the COMMENCEMENT DATE (Notice to Proceed Date), but in no event later than fourteen (14) days after the COMMENCEMENT DATE. CONTRACTOR shall prosecute the work with due diligence, and shall achieve FINAL COMPLETION of the IMPROVEMENTS by the COMPLETION DATE. Time is of the essence with respect to all CONTRACTOR Obligations under this AGREEMENT. In the event that FINAL COMPLETION is not achieved by the COMPLETION DATE, CONTRACTOR shall pay the COUNTY liquidated damages of one hundred dollars ($100) per day for every day after the COMPLETION DATE until FINAL COMPLETION is achieved. HOMEOWNER, CONTRACTOR and COUNTY agree that the liquidated damages are not to be construed as a penalty, but a reasonable estimate of damages caused by delay that will be incurred by COUNTY. COUNTY shall have the right to offset these liquidated damages against any other sums or disbursements due to CONTRACTOR from the COUNTY. Upon approval of COUNTY, extension may be granted for excusable delays.

L. **Limitation on Non-Elevation Construction.** All non-elevation construction and its related NON-ELEVATION COSTS that are ineligible costs under the SRL Program, are the sole responsibility of the HOMEOWNER, and, if occurring, are constructed and funded pursuant to a separate contract between HOMEOWNER and CONTRACTOR. HOMEOWNER and CONTRACTOR understand and agree that the only non-elevation construction allowed on the PROPERTY prior to the date of FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS is non-elevation construction that is directly related and necessarily incidental to the construction required by the PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS. For example, the construction of a new building or an auxiliary structure is not directly related and necessarily incidental to the elevation of the IMPROVEMENTS and shall not be constructed prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS pursuant to this AGREEMENT. However, an upgrade to split-faced block rather than concrete blocks is directly related and necessarily incidental to the construction required by PLANS AND SPECIFICATIONS for the elevation of the IMPROVEMENTS and may be performed by CONTRACTOR prior to FINAL COMPLETION of the elevation of the eligible IMPROVEMENTS.

M. Lead and Asbestos: CONTRACTOR is responsible for performing investigation of lead and asbestos containing materials, and any required lead and asbestos abatement. CONTRACTOR shall provide GALVESTON COUNTY with a copy of a signed waste manifest from a proper disposal institution, in connection with CONTRACTOR's disposal of any lead or asbestos. CONTRACTOR is responsible for compliance with all local, State, and Federal laws, regulations and ordinances relating to lead and asbestos abatement as applicable, including but not limited to the Texas Asbestos Health Protection Act, codified at Chapter 1954 of the Occupations Code; the Texas Asbestos Health Protection regulations, located at Title 25, Part 1, Chapter 295, Subchapter C of the Texas Administrative Code; Chapter 1955 of the Occupations Code (Lead-

Based Paint Abatement); the Texas Environmental Lead Reduction regulations, located at Title 25, Part 1, Chapter 295, Subchapter I of the Texas Administrative Code; the federal National Emission Standards for Asbestos regulations, located at Title 40, Part 61, Subpart M of the Code of Federal Regulations; and the National Emission Standards for Hazardous Air Pollutants.

N. Compliance With Federal Laws: CONTRACTOR shall be responsible for complying with the following federal laws, rules, and regulations:

1. Lead-Based Paint. CONTRACTOR is responsible for compliance with the Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B, as applicable.
2. Noise Abatement. CONTRACTOR is responsible for compliance with noise abatement and control policies established by HUD in 24 CFR Part 51, Subpart B. To help ensure noise levels do not become excessive, elevation activities are restricted to mostly weekdays and daylight hours.
3. Archeological Discoveries. CONTRACTOR is responsible for compliance with the National Historic Preservation Act of 1966, as amended, 16 USC 470 and 36 CFR Part 800, as applicable. In accordance with Section 106 of the National Historic Preservation Act, CONTRACTOR shall notify GALVESTON COUNTY as soon as practicable if it appears that site work may affect previously unidentified archeological resources. CONTRACTOR is required to immediately stop elevation activities in the vicinity of the discovery and take all reasonable measures to avoid or minimize harm to the discovery. The GALVESTON COUNTY notification will allow the discovery to be further evaluated in consultation with the Texas Historical Commission. Site work can resume only after the discovery has been resolved with GALVESTON COUNTY and the Texas Historical Commission.
4. FEMA Record of Environmental Consideration Special Conditions required on implementation of Projects specified in Exhibit E.

O. Insurance: At all times during elevation, repair, or installation of the IMPROVEMENTS, CONTRACTOR will obtain and maintain in full force and effect the following insurance policies, which shall list GALVESTON COUNTY as additional insured and shall be issued by a company that is licensed to do business in the State of Texas and that has a rating equal to or exceeding A-;VII from A.M. Best. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

1. A commercial general liability policy including products, completed operations, contractual liability, with no residential exemptions or exclusions, with a combined single limit of $1,000,000 per occurrence and $2,000,000 general aggregate, and $2,000,000 products/completed operations aggregate;
2. An automobile liability policy with a combined single limit of $1,000,000 per accident for bodily injury and property damage to include owned, hired and non-owned autos;
3. Workers' compensation policy providing statutory Texas benefits;
4. A hazard insurance policy on a builder's all risk or special causes of loss policy form with a broad form named insured and with loss payable endorsements acceptable to GALVESTON COUNTY insuring the IMPROVEMENTS and all materials and supplies purchased with advances hereunder against all risks and losses, as well as an allowance for occupancy by HOMEOWNER if HOMEOWNER is remaining in the PROPERTY during elevation; and
5. A professional liability policy that will cover all acts, errors, or omissions in the amount of $1,000,000 per claim, with an annual aggregate of at least $2,000,000, inclusive of all legal defense costs. In addition, such coverage shall include the disclosure of personal information. If the above insurance is written on a Claims Made Form, such insurance shall be endorsed to provide an extended reporting period of not less than two years following the expiration or termination of this Contract.
6. All liability insurance may be obtained by any combination of underlying and excess/umbrella policies.

P. WORKSITE Protection: CONTRACTOR shall be responsible for protection of the WORKSITE and building materials, including losses from theft for the duration of the contract period of performance as specified in PLANS AND SPECIFICATIONS (Exhibit A).

Q. Utilities: CONTRACTOR shall be responsible for notifying the HOMEOWNER when to disconnect the utilities. CONTRACTOR is responsible for any fees incurred for disconnecting the utilities. CONTRACTOR is also responsible for notifying the HOMEOWNER when to reconnect the utilities.

R. Information: CONTRACTOR is responsible for providing open channels of communication between HOMEOWNER, COUNTY, and local Inspectors including informing the HOMEOWNER what to expect during the elevation phase.

S. Debarment and Suspension: CONTRACTOR certifies that it is not ineligible for participation in federal or state assistance

programs under Executive Order 12549, Debarment and Suspension, or any other federal responsibility matters. CONTRACTOR agrees to include this certification in all contracts between itself and any subcontractors in connection with services performed under this AGREEMENT. CONTRACTOR will notify the COUNTY in writing immediately if CONTRACTOR is not in compliance with Executive Order 12549 or other federal responsibility matters while performing this AGREEMENT, and will refund the COUNTY for any payments made to it while ineligible.

T. CONTRACTOR Warranty to HOMEOWNER: CONTRACTORs will provide for services performed under this AGREEMENT, a set of limited warranties and building and performance standards in accordance to the Texas Residential Construction Commission standards in place prior to the time that the Texas Residential Construction Commission ceased to exist, which include:

1. A five-year workmanship and materials warranty;
2. A five-year mechanical and delivery system warranty; and
3. A five-year structural warranty.

CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT. Contractor further ACKNOWLEDGES that it is not eligible for final payment hereunder until such Warranty policy has been delivered to HOMEOWNER with copy provided to COUNTY with such copy signed by HOMEOWNER evidencing HOMEOWNER'S receipt of such Warranty policy.

U. Limited Warranty to COUNTY: CONTRACTOR warrants that the Services provided under this AGREEMENT shall be performed in a good and workmanlike manner with that degree of skill and judgment normally exercised by recognized professional firms performing the same or substantially similar services. In the event of any breach of the foregoing warranty during the period of performance of the AGREEMENT, provided COUNTY has delivered to CONTRACTOR timely notice of such breach as hereinafter required, CONTRACTOR shall, at its own expense, in its discretion either (1) re-perform the non-conforming Services and correct the non-conforming Deliverables to conform to this standard; or (2) refund to COUNTY that portion of the Price received by CONTRACTOR attributable to the non-conforming Services and/or Deliverables. No warranty claim shall be effective unless COUNTY has delivered to CONTRACTOR written notice specifying in detail the non-conformities within seven (7) days after performance of the non-conforming Services or tender of the non-conforming Deliverables.

V. Equal Opportunity/Non-Discrimination: The CONTRACTOR agrees to abide by all Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination as to race, color, religion, national origin, sex, familial status, disability, or veteran status. CONTRACTOR agrees to include this provision in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

W. BOND: Insert project specific payment/performance BOND details:

X. The CONTRACTOR shall be solely and entirely responsible for procuring all appropriate licenses and permits which may be required by any competent authority for the performance of the subject work.

Y. Assignment: CONTRACTOR shall not assign or otherwise transfer this AGREEMENT in whole or in part without the prior written approval of the COUNTY acting by and through its Commissioners Court. Such consent, if granted, shall not relieve the CONTRACTOR of any of its responsibilities under this AGREEMENT. A violation of this prohibition **shall be a material default under this AGREEMENT and grounds for immediate termination of this AGREEMENT.**

Z. Under no circumstances will the CONTRACTOR be responsible for any costs incurred with respect to any latent or unknown defects that exist at the project site. Any and all costs incurred by the CONTRACTOR with respect to the cure of any such latent or unknown conditions need to be recoverable by the CONTRACTOR.

AA. TWDB Provisions: CONTRACTOR must comply with all provisions listed in Exhibit D of this AGREEMENT. CONTRACTOR agrees to include such provisions in all of CONTRACTOR's subcontracts for services under this AGREEMENT.

ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS

A. Limited Obligation of COUNTY: The COUNTY's obligation to HOMEOWNER and CONTRACTOR, or either of them, is to disburse the MITIGATION OFFER Amount in accordance with this AGREEMENT. The COUNTY will reimburse the full amount of eligible ICC claims to the HOMEOWNER upon receipt of settlement of such ICC claims from NFIP.

B. The COUNTY Is Not Responsible For Any Of the Following (this list is illustrative, and not exclusive):

1. The quality or timing of elevation;

2. Warranty work;
3. Resolution of disputes between HOMEOWNER and CONTRACTOR;
4. Enforcement of this AGREEMENT, or any other agreement, between HOMEOWNER and CONTRACTOR;
5. Payment of HOMEOWNER's Funds to CONTRACTOR (i.e. - the excess construction costs above the MITIGATION OFFER Amount);
6. Verification of liens on the PROPERTY;
7. Removal of liens;
8. Curing title defects; or
9. Acts or omissions of CONTRACTOR, HOMEOWNER, or any subcontractor or supplier.

C. Actions Do Not Create Duty: The COUNTY's funding activities under the PROGRAM do not create a legal duty to CONTRACTOR or HOMEOWNER. The COUNTY's actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening CONTRACTORs and HOMEOWNERs, approving contracts and subcontracts, and approving PLANS AND SPECIFICATIONS (Exhibit A) will be taken by the COUNTY for its own protection only. Except for the express obligations to fund the MITIGATION OFFER Amount and process eligible ICC claims, COUNTY shall not be deemed to have assumed any responsibility to HOMEOWNER, CONTRACTOR, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by any CONTRACTORs or subcontractors, or prevention of claims for mechanic's liens.

To the extent permitted by law, HOMEOWNER agrees to indemnify, defend and hold harmless the COUNTY, the State of Texas, the TWDB, and CONTRACTOR from and against any claims incurred by the COUNTY to the extent caused by HOMEOWNER's negligent acts, errors or omissions.

To the extent permitted by law, CONTRACTOR agrees to indemnify, defend and hold harmless the COUNTY, HOMEOWNER, the State of Texas, and the TWDB from and against any claims incurred by the COUNTY to the extent caused by CONTRACTOR's negligent acts, errors or omissions.

D. Limitation of Warranties: To the fullest extent allowed by law, COUNTY makes no warranties of any kind, express or implied to HOMEOWNER, and HOMEOWNER WAIVES ALL WARRANTIES AND REPRESENTATIONS FROM COUNTY, WHETHER ORAL OR WRITTEN, WHETHER EXPRESSED OR IMPLIED, CONCERNING THE PROPERTY OR IMPROVEMENTS, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF HABITABILITY, FITNESS FOR PURPOSE, OR CONSTRUCTION IN A GOOD WORKMANLIKE MANNER. Nothing herein shall be construed or limiting CONTRACTOR's warranties to HOMEOWNER.

ARTICLE VIII. DEFAULT AND REMEDIES

A. CONTRACTOR Default: CONTRACTOR will be in default under this AGREEMENT upon the occurrence of any of the following events: (i) CONTRACTOR fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure; (ii) CONTRACTOR becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors; or (iii) CONTRACTOR commits a default under any other contract it has entered into with GALVESTON COUNTY. In the event of CONTRACTOR's default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its' sole discretion:

1. Terminate this AGREEMENT on written notice to CONTRACTOR.
2. Compel the CONTRACTOR to stop the work under this AGREEMENT on written notice to CONTRACTOR, whereupon CONTRACTOR shall withdraw from the PROPERTY and assign to GALVESTON COUNTY such of CONTRACTOR's subcontracts as GALVESTON COUNTY may request, and remove such materials, equipment, tools and instruments used by CONTRACTOR on the PROPERTY as GALVESTON COUNTY may direct.
3. Complete the work, either with or without using CONTRACTOR's materials, equipment, tools and instruments.
4. Instruct the bonding company which issued the performance BOND to complete the work with its own forces and at FINAL COMPLETION issue any remaining amounts due under this AGREEMENT to the bonding company.
5. Withhold the payment of any further sums due to CONTRACTOR under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS, whereupon GALVESTON COUNTY shall determine the amount, if any, of damages caused by CONTRACTOR's default, the amount to which CONTRACTOR is entitled for its performance of the work up to the date of such termination, and the amount, with due regard to the circumstances of termination, sufficient to equitably compensate CONTRACTOR for the use of CONTRACTOR's materials, equipment, tools and instruments, and upon such determination, GALVESTON COUNTY shall pay to

CONTRACTOR the net amount which may be due, if any, in accordance with such determination.

6. Sue CONTRACTOR for damages, injunctive, or equitable relief.

In addition to the remedies stated herein, the COUNTY has the right to pursue other remedies permitted by law or in equity. The COUNTY'S waiver of any event of default under this AGREEMENT shall not operate as a waiver of any subsequent default under the terms of this AGREEMENT.

B. HOMEOWNER's Default: HOMEOWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:

1. HOMEOWNER fails to perform the terms of this AGREEMENT and such failure continues for three (3) business days after delivery of written notice of the failure;
2. HOMEOWNER becomes insolvent or unable to pay its debts as they become due, or declares bankruptcy, or makes an assignment for the benefit of creditors;
3. HOMEOWNER commits a default under any other contract it has entered into with GALVESTON COUNTY;
4. HOMEOWNER has misused the proceeds of the MITIGATION OFFER; or
5. HOMEOWNER has made any misrepresentations in connection with this AGREEMENT. In the event of HOMEOWNER's default, GALVESTON COUNTY shall have the right, without prejudice to any other right or remedy, to take any, all, or none of the following actions, at its sole discretion:
   i. Terminate this AGREEMENT on written notice to HOMEOWNER.
   ii. Direct the CONTRACTOR to stop work on the IMPROVEMENTS, either temporarily or permanently notwithstanding the foregoing, sums earned by CONTRACTOR for elevation and delivery of the IMPROVEMENTS prior to any notice to CONTRACTOR of any misuse of funds or misrepresentation by HOMEOWNER shall be payable from GALVESTON COUNTY to CONTRACTOR.
   iii. Cancel disbursement of any unearned portion of the MITIGATION OFFER Amount and eligible ICC claim under this AGREEMENT.
   iv. Sue HOMEOWNER for damages, injunctive, or equitable relief.

ARTICLE IX. MISCELLANEOUS PROVISIONS

A. Relationship of PARTIES/Independent Contractors: CONTRACTOR is an independent contractor in all respects with regard to this AGREEMENT. Nothing contained in this AGREEMENT shall be deemed or construed to create a partnership, joint venture, agency, employment, or other relationship between and among the PARTIES hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this AGREEMENT.

B. Immunity Retained: The PARTIES agree that by entering into this AGREEMENT, the COUNTY has not waived any immunity it may have at common law or otherwise. The COUNTY specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this AGREEMENT. The COUNTY does not waive or in any way relinquish any immunity or defense on behalf of itself, its trustees, officers, employees and agents as a result of its execution of this AGREEMENT and performance of the covenants contained herein.

C. Inspection: Representatives from FEMA, TWDB, COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. CONTRACTOR and HOMEOWNER will take all steps necessary to assure that representatives from FEMA, TWDB, and the COUNTY, or their designees are permitted to examine and inspect the IMPROVEMENTS, the WORKSITE and the PROPERTY, and all contract, material, invoice, equipment, payrolls, and conditions of employment pertaining to CONTRACTOR'S work, including all relevant data and records. By such inspection, FEMA, TWDB, and COUNTY assume no responsibility to the HOMEOWNER for defective material or work under this AGREEMENT or to either PARTY for any breach of the AGREEMENT by the other.

D. Notice: Any notice required or permitted by this AGREEMENT shall be in writing, and shall be delivered to the respective PARTIES' addresses as set forth in Article II: Administrative Contacts. Any notice will be deemed to be delivered, whether actually received or not, when deposited in the United States mail, postage fully prepaid, certified mail, and addressed to the intended recipient notice address set forth in the Cover Page, Article II: Administrative Contacts. Notice given in any other manner will be effective only if and when received by the intended recipient. Any address for notice may be changed by written notice delivered as provided herein.

E. Entirety of Agreement: This AGREEMENT contains the entire agreement and understanding among the PARTIES and supersedes and replaces any and all prior or contemporaneous proposals, agreements, promises, negotiations, understandings, commitments, and/or representations of any kind, whether written or oral, relating to the subject matter herein or the services

or deliverables to be provided hereunder.

F. Duty To Provide Additional Information: HOMEOWNER and CONTRACTOR shall, within three (3) business days of receipt, furnish to COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any:

1. Governmental or private authority having jurisdiction over the PROPERTY;
2. Insurance company carrying a policy pertaining to the PROPERTY;
3. Lender holding a lien or security interest against any part of the PROPERTY; or
4. Any person asserting a claim against HOMEOWNER, CONTRACTOR or the PROPERTY.

G. Governing Law and Venue: This AGREEMENT and the rights and obligations of the PARTIES hereto shall be governed by and construed according to the laws of the State of Texas and venue shall lie exclusively in Galveston County, Texas.

H. Severability: If any provision of this AGREEMENT shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

I. Validity/Enforceability: If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then the legal limitations are made a part of this AGREEMENT and shall operate to amend this AGREEMENT to the minimum extent necessary to bring this AGREEMENT into conformity with the requirements of the limitations, and as so modified, this AGREEMENT shall continue in full force and effect.

J. Force Majeure: No PARTY shall be liable for any failure of or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is due to acts of God, acts of a public enemy, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (whether or not the employees' demands are reasonable and/or within the party's power to satisfy), failure of common carriers, Internet Service Providers, or other communication devices, acts of cyber criminals, terrorists or other criminals, acts of any governmental body (whether civil or military, foreign or domestic), failure or delay of third parties or governmental bodies from whom a party is obtaining or must obtain approvals, authorizations, licenses, franchises or permits, inability to obtain labor, materials, power, equipment, or transportation, or other circumstances beyond its reasonable control (collectively referred to herein as "Force Majeure Occurrences"). Any such delays shall not be a breach of or failure to perform this AGREEMENT or any part thereof and the date on which the obligations hereunder are due to be fulfilled shall be extended for a period equal to the time lost as a result of such delays. No PARTY shall be liable to the other(s) for any liability claims, damages or other loss caused by or resulting from a Force Majeure Occurrence.

K. Authority: Each PARTY represents and warrants for itself that the individual executing this Agreement on its behalf has the full power and authority to do so and this AGREEMENT constitutes the legal, valid, and binding agreement of each PARTY hereto.

L. Amendment: This AGREEMENT may be amended only by written instrument duly authorized by each PARTY hereto and duly executed by each respective PARTY hereto.

M. Survival: The provisions of articles I, II, IV(A), VI(S),(T),(X), VII(C),(D), IX(B),(J), and Exhibit D shall survive the termination or expiration of this AGREEMENT.

*****EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE*****

*****The Remainder of this page is intentionally left blank*****

This AGREEMENT is hereby **EXECUTED** by the PARTIES hereto, each respective PARTY acting by and through its duly authorized representative, to be effective on the date specified herein.

COUNTY OF GALVESTON, TEXAS:

_____
Mark Henry, County Judge

_____
Date Signed

ATTEST:

_____
Dwight D. Sullivan, County Clerk

_____
Date Attested

CONTRACTOR:

President
Signature and Title

James Griffin President
Printed Name and Title of person signing for CONTRACTOR

12/20/13
Date Signed

HOMEOWNER (ALL PERSONS WITH OWNERSHIP INTEREST MUST SIGN):

Hellert Allison
Signature of Homeowner

12/16/2013
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

Home Elevation Professionals
Experience Matters when Raising your Home.
GALVESTON COUNTY SRL

Your Local Texas Elevation Company Excello Construction

Elevation Quote Bid

Type of Elevation: Concrete Slab on Grade
Homeowner: Allison Gilbert
Address: 307 Lakeside Dr.
League City,TX 77565

Company: Excello Construction
Contact: Jim Griffin
Address: 1245 West Cardinal Drive
Beaumont, Texas 77705
Phone Number: Contact 281.881.7072
Excello 409.284.6611

Work to be Performed by Elevation Type: Total Project Cost: $190,000.00 5.5 Feet Raise

Slab Elevation

1.a Raise, shore and align the above named approximate square foot residence 1900 Sq. feet to satisfy local **5.5** Feet BFE required elevation. Approximate Sq. Foot **$40,500.00**

2.a Install 35 Concrete Pier Columns 16"inch x16"inch poured solid with a 5/8 cage of rebar and 5000 psi concrete drilled and locked to the existing and new concrete footing chain wall. (Engineered.) **$20,100.00**

3.a Pour approximately 315 feet of continuous steel reinforced concrete foundation measuring 30 inches wide by 24 inches thick.
Concrete will be 5000 PSI. Contractor will pour a concrete chain wall connecting pilings together. **$30,150.00**

4.a **Push 88 new pilings to support the existing concrete slab under residence to point of refusal where the engineer has specified per location for support weight load.**
$44,250.00

All new concrete pilings will be drove under the home to the refusal point deep below the surface until each piling has reached the deep sand strata rock and the piling can't go any further down. Contractor will drive pilings under the home by tunneling and digging out trenches under the concrete structure using segmented concrete block pilings connected together per engineer drawings and specifications. **Note: Excello Construction locks pilings together to a 30 Inch x 24 inch steel reinforced concrete chain wall so the house foundation will never sink or move in the future.**

Excello Construction will bolt together all existing foundation cracks with steel angle iron under the home. Note: Contractor will use a unified jacking system so there will be minimal stress on the house during the lifting process.

EXCELLO HOMES

Home Elevation Pro's

Risk Map 6 Preliminary- Google Earth

1. **Adjacent Grade (Google Earth) 10.6 Feet**
2. **Finished Floor Height of Residence 11 Feet**
   Base Flood Elevation: 14 Feet
   Free Board 1.5 Feet
   House Structure Needs to be Raise 5.5 Feet from Existing Height.
   To be determined with elevation certificate. Contractor will provide elevation certificate.

---

1 . Pre-Site Prep -	Move any items around property out 6 feet from residence	$500.00
	Move all Elevation Equipment on Site	$2000.00
	Total of Pre-Site Prep:	**$2,500.00**

2. Install 1 set of 4'x4' landings, stairs and handrails in the front entrance of the home **Concrete** with Metal Handrails **5.5 feet** connecting with the new floor elevation. Install 1 set of 4'x 4' landings, stairs, and handrails in the rear of the home wood.
-treated – all landings, stairs, handrails will be bolted and strapped to Engineer Specification and Codes

Concrete stairs, landing, and handrails 4'x4' in front of the home	$6,500.00(1 set)
Build one Set Of Wood stairs, landing, and handrails 4' x 4' (5feet)	$5,000.00 (1 set)
Total for stairs, landings, and handrails	**$11,500.00**

3. Contractor will Disconnect and Reconnect Sewer and Replace with all new per code. $6,350.00

4. Disconnect and Reconnect Water lines and lower down to new location.

$1,500.00

EXCELLO HOMES

Home Elevation Pro's

5. Disconnect and Reconnect Electrical, Contractor will replace electrical panels and lower to meet all new code requirements. $2,800.00

6. Disconnect and Reconnect Gas, Contractor will perform a gas test with the local city inspectors. $1,500.00

7. Disconnect, Raise and Reconnect Air Condition Unit(s) to New Elevation $2,800.00

8. Breakaway all necessary concrete 5 feet around the home.
Re-grade around perimeter and under the house, no fill added or removed
Note: The contractor will remove all existing concrete around the home to prepare for the new concrete chain wall foundation and concrete piling system. Contractor will break out and replace any and all concrete that is 5 feet around the home with new steel reinforced concrete. (Only where needed to install new piling concrete foundation system.) Note: Contractor will replace any and all concrete that is broken in result of the elevation process.) $1,500.00

9. Install turnbuckle tie downs to stabilize against uplift and lateral movement.(Engineered)
Excello will drill into the existing slab above and install rebar. The rebar will go into the 16"x 16" solid concrete pier poured solid with 5000 psi concrete.
Price included in the piers under Concrete Slab Elevation $ N/A

10. Post Site clean-up
Clean site and pickup all trash and haul away from the project site. $3,500.00

11. Labor to Lay 4 pallets of Sod Grass that will be damaged during elevation and excavation Process $250.00 Per Pallet labor $1,000.00

12. (4) Four Pallets of Sod Grass at $250.00 each pallet of material $1,000.00

Total of Labor and Materials to Lay Sod Grass that will be damaged during the elevation and excavation pile driving process. **Total** **$2,000.00**

EXCELLO HOMES

Home Elevation Pro's

13. Contractor required Performance and Payment Bonds. (4% of contract amount) **$ 7,600.00**

14. Dumpster $400.00 and portable restroom $350.00

Total **$750.00**

15. Contractor required **third party** A-Rated Warrantee as stated in Tri-Party Agreement (3% of the contract amount for 5.5.5 Warrantee) **$5,700.00**

TOTAL ELEVATION COST: $185,000.00

All Insurance, Workers Comp, Liability and Cargo are included in this Estimate. Copies will Be provided upon request. Contractor agrees to remove all trash and rubbish caused by its work and is hereby permitted to salvage any materials for their own use. Excello will prepare all separate bid proposals for non-eligible work with the homeowner and will provide a separate contract for such extra work, lifting higher, split face block etc. Contractor will warranty the project for the life of the structure and will hire an A-Rated insurance to hold a separate warrantee as in the new tri-party agreement SRL requirement. Contractor's **Lifetime Warranty** is on the piling concrete foundation system, which if over the years later there maybe any issues related to the contractor's concrete foundation system contractor will come back and address and repair such issues without any cost to the owner. This lifetime warrantee is fully transferable and can be passed on from owner to owner at the act of sale of the home. **(307 Lakeside Dr. League City, TX 77539 Elevate the existing concrete brick structure.)**

16. Architectural and Engineered Plans Drawings to include Foundation Plans, Front, Side and Rear Elevation before and After Project. The engineer will perform inspections throughout the entire home Elevation Project. $5,000.00

TOTAL PROJECT ELEVATION COST: $190,000.00

Home Owner

_____ Date _____

_____ 11-15-2013

Contractor Representative Date

Excello Construction

Total number of days home owner will be out of the home, 25 days at the rate allowed by SRL Program.

Approximate timeline to complete the project 69 days from start to finish.

EXCELLO HOMES

Home Elevation Pro's

House Raising

Check out all our Home Elevation Projects, we have many styles and designs you may choose from. We have lots of photos and real video footage you can watch to see how the whole process works from beginning to end. Excello Construction specifically specializes in Raising Concrete Slab houses out of the ground up above flood waters. Raising a **concrete slab** is an extremely difficult process and should only be performed by an Eperienced House Raising Contractor.

307 Lakeside Dr. League City, TX 77539 (5.5 Feet Raise Approximate)

Contact Information

Contact Ernest Blackwell at **281.881.7072*****
excelloconstruction1@yahoo.com
Office Line 409.842.1827

Exhibit B:

County of Galveston/SRL Elevation Program
CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS

Proposer: Excello Date of Certification: 12/20/13

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

Jerry Gaffer / President
Printed name and title of person signing above for Proposer

Sworn to and Subscribed before me on this 20 day of December, 2013.

_____
Notary Public in and for the State of Texas

My commission expires: OCT 14/2017

BRIAN RAMM
Notary Public, State of Texas
My Commission Expires
October 14, 2017

Exhibit C

Severe Repetitive Loss (SRL) Pilot Program
Final Mitigation Offer

Grantee [State/Territory/Tribe]: Texas Water Development Board

Subgrantee: Galveston County

Property Owner(s): Gilbert G Allison

Property Address: 307 LAKESIDE DR, KEMAH, TX 77565

NFIP Policy Number: **Repetitive Loss Number:**

This documents the formal Mitigation Offer of Assistance for the SRL program.

1. A mitigation grant has been awarded to Galveston County TX that includes your SRL property.
2. The SRL program is a voluntary program. Neither the State of Texas nor Galveston County will use their power of eminent domain to acquire your property for open space purposes if you choose not to participate or if negotiations fail.
3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected consistent with the federal Privacy Act and similar State and local laws and ordinances.
4. The estimated amounts in the Consultation Agreement are finalized in the Mitigation Offer below.
5. The Final Mitigation Offer is provided to you for **Elevation**. Galveston County will complete Section A. for property acquisition or Section B. for mitigation activities other than acquisition.

Section A. Property Acquisition

In order to receive pre-event market value for your property, you sign here to document your eligibility to receive that amount; otherwise, you will receive a Mitigation Offer based on appropriate purchase offer methodology (i.e. current market value, outstanding loans, original purchase price):

"I certify that I am a National of the United States or a qualified alien."

Elevation – N/A

_____ _____
Signature of SRL Property Owner(s) Date

_____ _____
Signature of SRL Property Owner(s) Date

Your Final Mitigation Offer is based on adjusting the valuation of your purchase offer of $0.00 by applicable additions (e.g. supplemental housing payments) of $0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of $0.00. The methodology used to calculate your property value (i.e. pre-event market value, current market value, outstanding loans, original purchase price) was $0.00.

Final Mitigation Offer: N/A

N/A

Federal / non-Federal Cost Share (75 / 25 or 90 / 10):

Cost borne by property owner: N/A

For any property potentially eligible for ICC under the SRL ICC pilot program, the homeowner will assign to the County the right to file an ICC claim (using the Assignment of Coverage D claim). The County will then file an ICC claim for an amount up to the covered ICC benefits to fulfill that portion of the minimum non-federal match for which the policyholder is responsible. Any ICC claim payment received will be reimbursed directly to the homeowner. This amount, not to exceed $30,000 is shown above as, *"Cost borne by property owner"*.

You are accountable for maintenance and insurance requirements for the property during the mitigation project (i.e., maintaining flood insurance through property transfer).

Your additional responsibilities may include, receiving funds in a bank account for the project, keeping receipts for the project in accordance with Galveston County and Texas Water Development Board grant and contract requirements, and other programmatic requirements e.g., timelines for vacating the property and as specified below by Galveston County.

At this time you must sign the attached Statement of Voluntary Participation.

Section B. For Mitigation Activities Other than Acquisition

Your Final Mitigation Offer amount is based on adjusting the cost of the mitigation activity of by applicable additions of $0.00 and deductions (i.e., flood insurance, duplicated benefits, costs borne by you) of $0.00.

Final Mitigation Offer: **$199,275.00**

Federal / non-Federal Cost Share (75 / 25 or 90 / 10): 90%/10%

Cost borne by property owner: **$19,927.50** - 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:

Gilbert G Allison

The local government and property owner will initial and date below to document each meeting related to the Mitigation Offer.

Gilbert Allison	[illegible]	12/16/2013
Homeowner(s)	Local Government Official(s)	Date
Homeowner(s)	Local Government Official(s)	Date
Homeowner(s)	Local Government Official(s)	Date

Accepting or Declining the Mitigation Offer

You have 45 days from the date of the Mitigation Offer Letter to accept or decline the mitigation offer of assistance by signing the appropriate section below and returning it to County or County's representative. Failure to respond to the Mitigation Offer within 45 days of the date on this Mitigation Offer constitutes declining the Mitigation Offer.

1. You may request in writing that the Regional Administrator extend your period of time to consider the mitigation offer beyond 45 days. In your letter you must explain the extenuating circumstances. This request must be submitted before the expiration of the 45 day time period.

2. If you decline the Mitigation Offer made under the SRL program, your property will be subject to an increased flood insurance premium rate. Generally, this increase will occur upon renewal of the insurance policy. You will receive a separate Notice of NFIP Insurance Premium Rate Increase from FEMA.

3. If you decline the Mitigation Offer, you retain the right to appeal the increased flood insurance premium rate only in certain circumstances in accordance with 44 CFR Part 79.7 (d).

This offer of mitigation assistance remains open and available to you, even if you decline and/or appeal the offer, as long as the SRL program exists and funds are available.

Accepting the Mitigation Offer

Final Mitigation Offer: **$199,275.00**

Mitigation Activity: **Elevation**

I, the property owner, accept this Mitigation Offer

Gilbert Ellison 12/16/2013

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: RL00044754 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

William Allison

Signature

Date:

Signature

Date:

CONTRACTOR

Signature

Date: 12/20/13

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 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

	OFFICE USE ONLY
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.	Date Received

1 Name of person who has a business relationship with local governmental entity.

Excello Construction

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

12/20/17
Date

Adopted 06/29/2007

Exhibit G

Separate contract between Homeowner and Contractor for provision of Non-Elevation work

Exhibit G is not incorporated within AGREEMENT

Exhibit H

Blank FEMA NFIP Elevation Certificate and Instructions (2012 Edition), FEMA Form 086-0-33

FEMA

NATIONAL FLOOD INSURANCE PROGRAM

ELEVATION CERTIFICATE

AND

INSTRUCTIONS

2012 EDITION

National Flood Insurance Program

ELEVATION CERTIFICATE

Paperwork Reduction Act Notice

Public reporting burden for this data collection is estimated to average 3.75 hours per response. The burden estimate includes the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and submitting this form. You are not required to respond to this collection of information unless a valid OMB control number is displayed on this form. Send comments regarding the accuracy of the burden estimate and any suggestions for reducing the burden to: Information Collections Management, Department of Homeland Security, Federal Emergency Management Agency, 1800 South Bell Street, Arlington, VA 20598-3005, Paperwork Reduction Project (1660-0008). **NOTE: Do not send your completed form to this address.**

Privacy Act Statement

Authority: Title 44 CFR § 61.7 and 61.8.

Principal Purpose(s): This information is being collected for the primary purpose of estimating the risk premium rates necessary to provide flood insurance for new or substantially improved structures in designated Special Flood Hazard Areas.

Routine Use(s): The information on this form may be disclosed as generally permitted under 5 U.S.C. § 552a(b) of the Privacy Act of 1974, as amended. This includes using this information as necessary and authorized by the routine uses published in DHS/FEMA-003 – National Flood Insurance Program Files System or Records Notice 73 Fed. Reg. 77747 (December 19, 2008); DHS/FEMA/NFIP/LOMA-1 – National Flood Insurance Program (NFIP) Letter of Map Amendment (LOMA) System of Records Notice 71 Fed. Reg. 7990 (February 15, 2006); and upon written request, written consent, by agreement, or as required by law.

Disclosure: The disclosure of information on this form is voluntary; however, failure to provide the information requested may result in the inability to obtain flood insurance through the National Flood Insurance Program or the applicant may be subject to higher premium rates for flood insurance. Information will only be released as permitted by law.

Purpose of the Elevation Certificate

The Elevation Certificate is an important administrative tool of the National Flood Insurance Program (NFIP). It is to be used to provide elevation information necessary to ensure compliance with community floodplain management ordinances, to determine the proper insurance premium rate, and to support a request for a Letter of Map Amendment (LOMA) or Letter of Map Revision based on fill (LOMR-F).

The Elevation Certificate is required in order to properly rate Post-FIRM buildings, which are buildings constructed after publication of the Flood Insurance Rate Map (FIRM), located in flood insurance Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. The Elevation Certificate is not required for Pre-FIRM buildings unless the building is being rated under the optional Post-FIRM flood insurance rules.

As part of the agreement for making flood insurance available in a community, the NFIP requires the community to adopt floodplain management regulations that specify minimum requirements for reducing flood losses. One such requirement is for the community to obtain the elevation of the lowest floor (including basement) of all new and substantially improved buildings, and maintain a record of such information. The Elevation Certificate provides a way for a community to document compliance with the community's floodplain management ordinance.

Use of this certificate does not provide a waiver of the flood insurance purchase requirement. Only a LOMA or LOMR-F from the Federal Emergency Management Agency (FEMA) can amend the FIRM and remove the Federal mandate for a lending institution to require the purchase of flood insurance. However, the lending institution has the option of requiring flood insurance even if a LOMA/LOMR-F has been issued by FEMA. The Elevation Certificate may be used to support a LOMA or LOMR-F request. Lowest floor and lowest adjacent grade elevations certified by a surveyor or engineer will be required if the certificate is used to support a LOMA or LOMR-F request. A LOMA or LOMR-F request must be submitted with either a completed FEMA MT-EZ or MT-1 package, whichever is appropriate.

This certificate is used only to certify building elevations. A separate certificate is required for floodproofing. Under the NFIP, non-residential buildings can be floodproofed up to or above the Base Flood Elevation (BFE). A floodproofed building is a building that has been designed and constructed to be watertight (substantially impermeable to floodwaters) below the BFE. Floodproofing of residential buildings is not permitted under the NFIP unless FEMA has granted the community an exception for residential floodproofed basements. The community must adopt standards for design and construction of floodproofed basements before FEMA will grant a basement exception. For both floodproofed non-residential buildings and residential floodproofed basements in communities that have been granted an exception by FEMA, a floodproofing certificate is required.

Additional guidance can be found in FEMA Publication 467-1, Floodplain Management Bulletin: Elevation Certificate, available on FEMA's website at http://www.fema.gov/library/viewRecord.do?id=1727.

U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY
National Flood Insurance Program

ELEVATION CERTIFICATE

IMPORTANT: Follow the instructions on pages 1–9.

OMB No. 1660-0008
Expiration Date: July 31, 2015

SECTION A – PROPERTY INFORMATION

	FOR INSURANCE COMPANY USE
A1. Building Owner's Name	Policy Number:
A2. Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.	Company NAIC Number:
City State ZIP Code	

A3. Property Description (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

A4. Building Use (e.g., Residential, Non-Residential, Addition, Accessory, etc.) _____

A5. Latitude/Longitude: Lat. _____ Long. _____ Horizontal Datum: ☐ NAD 1927 ☐ NAD 1983

A6. Attach at least 2 photographs of the building if the Certificate is being used to obtain flood insurance.

A7. Building Diagram Number _____

A8. For a building with a crawlspace or enclosure(s):
- a) Square footage of crawlspace or enclosure(s) _____ sq ft
- b) Number of permanent flood openings in the crawlspace or enclosure(s) within 1.0 foot above adjacent grade _____
- c) Total net area of flood openings in A8.b _____ sq in
- d) Engineered flood openings? ☐ Yes ☐ No

A9. For a building with an attached garage:
- a) Square footage of attached garage _____ sq ft
- b) Number of permanent flood openings in the attached garage within 1.0 foot above adjacent grade _____
- c) Total net area of flood openings in A9.b _____ sq in
- d) Engineered flood openings? ☐ Yes ☐ No

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP Community Name & Community Number	B2. County Name	B3. State

B4. Map/Panel Number	B5. Suffix	B6. FIRM Index Date	B7. FIRM Panel Effective/ Revised Date	B8. Flood Zone(s)	B9. Base Flood Elevation(s) (Zone AO, use base flood depth)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in Item B9:
☐ FIS Profile ☐ FIRM ☐ Community Determined ☐ Other/Source: _____

B11. Indicate elevation datum used for BFE in Item B9: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☐ No
Designation Date: _____ / _____ / _____ ☐ CBRS ☐ OPA

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

C1. Building elevations are based on: ☐ Construction Drawings* ☐ Building Under Construction* ☐ Finished Construction
*A new Elevation Certificate will be required when construction of the building is complete.

C2. Elevations – Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, AR/AO. Complete Items C2.a–h below according to the building diagram specified in Item A7. In Puerto Rico only, enter meters.

Benchmark Utilized: _____ Vertical Datum: _____

Indicate elevation datum used for the elevations in items a) through h) below. ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other/Source: _____
Datum used for building elevations must be the same as that used for the BFE.

		Check the measurement used.
a) Top of bottom floor (including basement, crawlspace, or enclosure floor)	_____ . _____	☐ feet ☐ meters
b) Top of the next higher floor	_____ . _____	☐ feet ☐ meters
c) Bottom of the lowest horizontal structural member (V Zones only)	_____ . _____	☐ feet ☐ meters
d) Attached garage (top of slab)	_____ . _____	☐ feet ☐ meters
e) Lowest elevation of machinery or equipment servicing the building (Describe type of equipment and location in Comments)	_____ . _____	☐ feet ☐ meters
f) Lowest adjacent (finished) grade next to building (LAG)	_____ . _____	☐ feet ☐ meters
g) Highest adjacent (finished) grade next to building (HAG)	_____ . _____	☐ feet ☐ meters
h) Lowest adjacent grade at lowest elevation of deck or stairs, including structural support	_____ . _____	☐ feet ☐ meters

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

This certification is to be signed and sealed by a land surveyor, engineer, or architect authorized by law to certify elevation information. *I certify that the information on this Certificate represents my best efforts to interpret the data available. I understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001.*

☐ Check here if comments are provided on back of form.
☐ Check here if attachments.

Were latitude and longitude in Section A provided by a licensed land surveyor? ☐ Yes ☐ No

Certifier's Name		License Number	
Title	Company Name		
Address	City	State	ZIP Code
Signature	Date	Telephone	

PLACE SEAL HERE

See reverse side for continuation.

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION (CONTINUED)

Copy both sides of this Elevation Certificate for (1) community official, (2) insurance agent/company, and (3) building owner.

Comments

Signature Date

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zones AO and A (without BFE), complete Items E1–E5. If the Certificate is intended to support a LOMA or LOMR-F request, complete Sections A, B,and C. For Items E1–E4, use natural grade, if available. Check the measurement used. In Puerto Rico only, enter meters.

E1. Provide elevation information for the following and check the appropriate boxes to show whether the elevation is above or below the highest adjacent grade (HAG) and the lowest adjacent grade (LAG).

a) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

b) Top of bottom floor (including basement, crawlspace, or enclosure) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the LAG.

E2. For Building Diagrams 6–9 with permanent flood openings provided in Section A Items 8 and/or 9 (see pages 8–9 of Instructions), the next higher floor (elevation C2.b in the diagrams) of the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E3. Attached garage (top of slab) is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E4. Top of platform of machinery and/or equipment servicing the building is _____ . _____ ☐ feet ☐ meters ☐ above or ☐ below the HAG.

E5. Zone AO only: If no flood depth number is available, is the top of the bottom floor elevated in accordance with the community's floodplain management ordinance? ☐ Yes ☐ No ☐ Unknown. The local official must certify this information in Section G.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

The property owner or owner's authorized representative who completes Sections A, B, and E for Zone A (without a FEMA-issued or community-issued BFE) or Zone AO must sign here. The statements in Sections A, B, and E are correct to the best of my knowledge.

Property Owner or Owner's Authorized Representative's Name

Address City State ZIP Code

Signature Date Telephone

Comments

☐ Check here if attachments.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

The local official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Complete the applicable item(s) and sign below. Check the measurement used in Items G8–G10. In Puerto Rico only, enter meters.

G1. ☐ The information in Section C was taken from other documentation that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. (Indicate the source and date of the elevation data in the Comments area below.)

G2. ☐ A community official completed Section E for a building located in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

G3. ☐ The following information (Items G4–G10) is provided for community floodplain management purposes.

G4. Permit Number	G5. Date Permit Issued	G6. Date Certificate Of Compliance/Occupancy Issued

G7. This permit has been issued for: ☐ New Construction ☐ Substantial Improvement

G8. Elevation of as-built lowest floor (including basement) of the building: _____ . _____ ☐ feet ☐ meters Datum _____

G9. BFE or (in Zone AO) depth of flooding at the building site: _____ . _____ ☐ feet ☐ meters Datum _____

G10. Community's design flood elevation: _____ . _____ ☐ feet ☐ meters Datum _____

Local Official's Name Title

Community Name Telephone

Signature Date

Comments

☐ Check here if attachments.

BUILDING PHOTOGRAPHS

See Instructions for Item A6.

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

If using the Elevation Certificate to obtain NFIP flood insurance, affix at least 2 building photographs below according to the instructions for Item A6. Identify all photographs with date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8. If submitting more photographs than will fit on this page, use the Continuation Page.

BUILDING PHOTOGRAPHS

Continuation Page

IMPORTANT: In these spaces, copy the corresponding information from Section A.			FOR INSURANCE COMPANY USE
Building Street Address (including Apt., Unit, Suite, and/or Bldg. No.) or P.O. Route and Box No.			Policy Number:
City	State	ZIP Code	Company NAIC Number:

If submitting more photographs than will fit on the preceding page, affix the additional photographs below. Identify all photographs with: date taken; "Front View" and "Rear View"; and, if required, "Right Side View" and "Left Side View." When applicable, photographs must show the foundation with representative examples of the flood openings or vents, as indicated in Section A8.

Instructions for Completing the Elevation Certificate

OMB No. 1660-0008
Expiration Date: July 31, 2015

The Elevation Certificate is to be completed by a land surveyor, engineer, or architect who is authorized by law to certify elevation information when elevation information is required for Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO. Community officials who are authorized by law or ordinance to provide floodplain management information may also complete this form. For Zones AO and A (without BFE), a community official, a property owner, or an owner's representative may provide information on this certificate, unless the elevations are intended for use in supporting a request for a LOMA or LOMR-F. Certified elevations must be included if the purpose of completing the Elevation Certificate is to obtain a LOMA or LOMR-F.

The property owner, the owner's representative, or local official who is authorized by law to administer the community floodplain ordinance can complete Section A and Section B. The partially completed form can then be given to the land surveyor, engineer, or architect to complete Section C. The land surveyor, engineer, or architect should verify the information provided by the property owner or owner's representative to ensure that this certificate is complete.

In Puerto Rico only, elevations for building information and flood hazard information may be entered in meters.

SECTION A – PROPERTY INFORMATION

Items A1–A4. This section identifies the building, its location, and its owner. Enter the name(s) of the building owner(s), the building's complete street address, and the lot and block numbers. If the building's address is different from the owner's address, enter the address of the building being certified. If the address is a rural route or a Post Office box number, enter the lot and block numbers, the tax parcel number, the legal description, or an abbreviated location description based on distance and direction from a fixed point of reference. For the purposes of this certificate, "building" means both a building and a manufactured (mobile) home.

A map may be attached to this certificate to show the location of the building on the property. A tax map, FIRM, or detailed community map is appropriate. If no map is available, provide a sketch of the property location, and the location of the building on the property. Include appropriate landmarks such as nearby roads, intersections, and bodies of water. For building use, indicate whether the building is residential, non-residential, an addition to an existing residential or non-residential building, an accessory building (e.g., garage), or other type of structure. Use the Comments area of the appropriate section if needed, or attach additional comments.

Item A5. Provide latitude and longitude coordinates for the center of the front of the building. Use either decimal degrees (e.g., 39.5043°, -110.7585°) or degrees, minutes, seconds (e.g., 39° 30' 15.5", -110° 45' 30.7") format. If decimal degrees are used, provide coordinates to at least 4 decimal places or better. When using degrees, minutes, seconds, provide seconds to at least 1 decimal place or better. The latitude and longitude coordinates must be accurate within 66 feet. When the latitude and longitude are provided by a surveyor, check the "Yes" box in Section D and indicate the method used to determine the latitude and longitude in the Comments area of Section D. If the Elevation Certificate is being certified by other than a licensed surveyor, engineer, or architect, this information is not required. Provide the type of datum used to obtain the latitude and longitude. FEMA prefers the use of NAD 1983.

Item A6. If the Elevation Certificate is being used to obtain flood insurance through the NFIP, the certifier must provide at least 2 photographs showing the front and rear of the building taken within 90 days from the date of certification. The photographs must be taken with views confirming the building description and diagram number provided in Section A. To the extent possible, these photographs should show the entire building including foundation. If the building has split-level or multi-level areas, provide at least 2 additional photographs showing side views of the building. In addition, when applicable, provide a photograph of the foundation showing a representative example of the flood openings or vents. All photographs must be in color and measure at least 3" × 3". Digital photographs are acceptable.

Item A7. Select the diagram on pages 7–9 that best represents the building. Then enter the diagram number and use the diagram to identify and determine the appropriate elevations requested in Items C2.a–h. If you are unsure of the correct diagram, select the diagram that most closely resembles the building being certified.

Item A8.a Provide the square footage of the crawlspace or enclosure(s) below the lowest elevated floor of an elevated building with or without permanent flood openings. Take the measurement from the outside of the crawlspace or enclosure(s). Examples of elevated buildings constructed with crawlspace and enclosure(s) are shown in Diagrams 6–9 on pages 8–9. Diagram 2, 4, or 9 should be used for a building constructed with a crawlspace floor that is below the exterior grade on all sides.

Items A8.b–d Enter in Item A8.b the number of permanent flood openings in the crawlspace or enclosure(s) that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. Estimate the total net area of all such permanent flood openings in square inches, excluding any bars, louvers, or other covers of the permanent flood openings, and enter the total in Item A8.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A8.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the crawlspace or enclosure(s) have no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter "0" (zero) in Items A8.b–c.

Item A9.a Provide the square footage of the attached garage with or without permanent flood openings. Take the measurement from the outside of the garage.

Items A9.b–d Enter in Item A9.b the number of permanent flood openings in the attached garage that are no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. (A permanent flood opening is a flood vent or other opening that allows the free passage of water automatically in both directions without human intervention.) If the interior grade elevation is used, note this in the Comments area of Section D. This includes any openings that are in the garage door that are no higher than 1.0 foot above the adjacent grade. Estimate the total net area of all such permanent flood openings in square inches and enter the total in Item A9.c. If the net area cannot be reasonably estimated, provide the size of the flood openings without consideration of any covers and indicate in the Comments area the type of cover that exists in the flood openings. Indicate in Item A9.d whether the flood openings are engineered. If applicable, attach a copy of the Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES), if you have it. If the garage has no permanent flood openings, or if the openings are not within 1.0 foot above adjacent grade, enter "0" (zero) in Items A9.b–c.

SECTION B – FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

Complete the Elevation Certificate on the basis of the FIRM in effect at the time of the certification.

The information for Section B is obtained by reviewing the FIRM panel that includes the building's location. Information about the current FIRM is available from the Federal Emergency Management Agency (FEMA) by calling 1-800-358-9616. If a Letter of Map Amendment (LOMA) or Letter of Map Revision (LOMR-F) has been issued by FEMA, please provide the letter date and case number in the Comments area of Section D or Section G, as appropriate.

For a building in an area that has been annexed by one community but is shown on another community's FIRM, enter the community name and 6-digit number of the annexing community in Item B1, the name of the county or new county, if necessary, in Item B2, and the FIRM index date for the annexing community in Item B6. Enter information from the actual FIRM panel that shows the building location, even if it is the FIRM for the previous jurisdiction, in Items B4, B5, B7, B8, and B9.

If the map in effect at the time of the building's construction was other than the current FIRM, and you have the past map information pertaining to the building, provide the information in the Comments area of Section D.

Item B1. NFIP Community Name & Community Number. Enter the complete name of the community in which the building is located and the associated 6-digit community number. For a newly incorporated community, use the name and 6-digit number of the new community. Under the NFIP, a "community" is any State or area or political subdivision thereof, or any Indian tribe or authorized native organization, that has authority to adopt and enforce floodplain management regulations for the areas within its jurisdiction. To determine the current community number, see the NFIP *Community Status Book*, available on FEMA's web site at http://www.fema.gov/fema/csb.shtm, or call 1-800-358-9616.

Item B2. County Name. Enter the name of the county or counties in which the community is located. For an unincorporated area of a county, enter "unincorporated area." For an independent city, enter "independent city."

Item B3. State. Enter the 2-letter state abbreviation (for example, VA, TX, CA).

Items B4–B5. Map/Panel Number and Suffix. Enter the 10-character "Map Number" or "Community Panel Number" shown on the FIRM where the building or manufactured (mobile) home is located. For maps in a county-wide format, the sixth character of the "Map Number" is the letter "C" followed by a 4-digit map number. For maps not in a county-wide format, enter the "Community Panel Number" shown on the FIRM.

Item B6. FIRM Index Date. Enter the effective date or the map revised date shown on the FIRM Index.

Item B7. FIRM Panel Effective/Revised Date. Enter the map effective date or the map revised date shown on the FIRM panel. This will be the latest of all dates shown on the map. The current FIRM panel effective date can be determined by calling 1-800-358-9616.

Item B8. Flood Zone(s). Enter the flood zone, or flood zones, in which the building is located. All flood zones containing the letter "A" or "V" are considered Special Flood Hazard Areas. The flood zones are A, AE, A1–A30, V, VE, V1–V30, AH, AO, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO. Each flood zone is defined in the legend of the FIRM panel on which it appears.

Item B9. Base Flood Elevation(s). Using the appropriate Flood Insurance Study (FIS) Profile, Floodway Data Table, or FIRM panel, locate the property and enter the BFE (or base flood depth) of the building site. If the building is located in more than 1 flood zone in Item B8, list all appropriate BFEs in Item B9. BFEs are shown on a FIRM or FIS Profile for Zones A1–A30, AE, AH, V1–V30, VE, AR, AR/A, AR/AE, AR/A1–A30, AR/AH, and AR/AO; flood depth numbers are shown for Zone AO. Use the AR BFE if the building is located in any of Zones AR/A, AR/AE, AR/A1 A30, AR/AH, or AR/AO. In A or V zones where BFEs are not provided on the FIRM, BFEs may be available from another source. For example, the community may have established BFEs or obtained BFE data from other sources for the building site. For subdivisions and other developments of more than 50 lots or 5 acres, establishment of BFEs is required by the community's floodplain management ordinance. If a BFE is obtained from another source, enter the BFE in Item B9. In an A Zone where BFEs are not available, complete Section E and enter N/A for Section B, Item B9. Enter the BFE to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Item B10. Indicate the source of the BFE that you entered in Item B9. If the BFE is from a source other than FIS Profile, FIRM, or community, describe the source of the BFE.

Item B11. Indicate the elevation datum to which the elevations on the applicable FIRM are referenced as shown on the map legend. The vertical datum is shown in the Map Legend and/or the Notes to Users on the FIRM.

Item B12. Indicate whether the building is located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA). (OPAs are portions of coastal barriers that are owned by Federal, State, or local governments or by certain non-profit organizations and used primarily for natural resources protection.) Federal flood insurance is prohibited in designated CBRS areas or OPAs for buildings or manufactured (mobile) homes built or substantially improved after the date of the CBRS or OPA designation. For the first CBRS designations, that date is October 1, 1983. Information about CBRS areas and OPAs may be obtained on the FEMA web site at http://www.fema.gov/business/nfip/cbrs/cbrs.shtm.

SECTION C – BUILDING ELEVATION INFORMATION (SURVEY REQUIRED)

Complete Section C if the building is located in any of Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/AE, AR/A1–A30, AR/AH, or AR/AO, or if this certificate is being used to support a request for a LOMA or LOMR-F. If the building is located in Zone AO or Zone A (without BFE), complete Section E instead. To ensure that all required elevations are obtained, it may be necessary to enter the building (for instance, if the building has a basement or sunken living room, split-level construction, or machinery and equipment).

Surveyors may not be able to gain access to some crawlspaces to shoot the elevation of the crawlspace floor. If access to the crawlspace is limited or cannot be gained, follow one of these procedures.

- Use a yardstick or tape measure to measure the height from the floor of the crawlspace to the "next higher floor," and then subtract the crawlspace height from the elevation of the "next higher floor." If there is no access to the crawlspace, use the exterior grade next to the structure to measure the height of the crawlspace to the "next higher floor."
- Contact the local floodplain administrator of the community in which the building is located. The community may have documentation of the elevation of the crawlspace floor as part of the permit issued for the building.
- If the property owner has documentation or knows the height of the crawlspace floor to the next higher floor, try to verify this by looking inside the crawlspace through any openings or vents.

In all 3 cases, provide the elevation in the Comments area of Section D on the back of the form and a brief description of how the elevation was obtained.

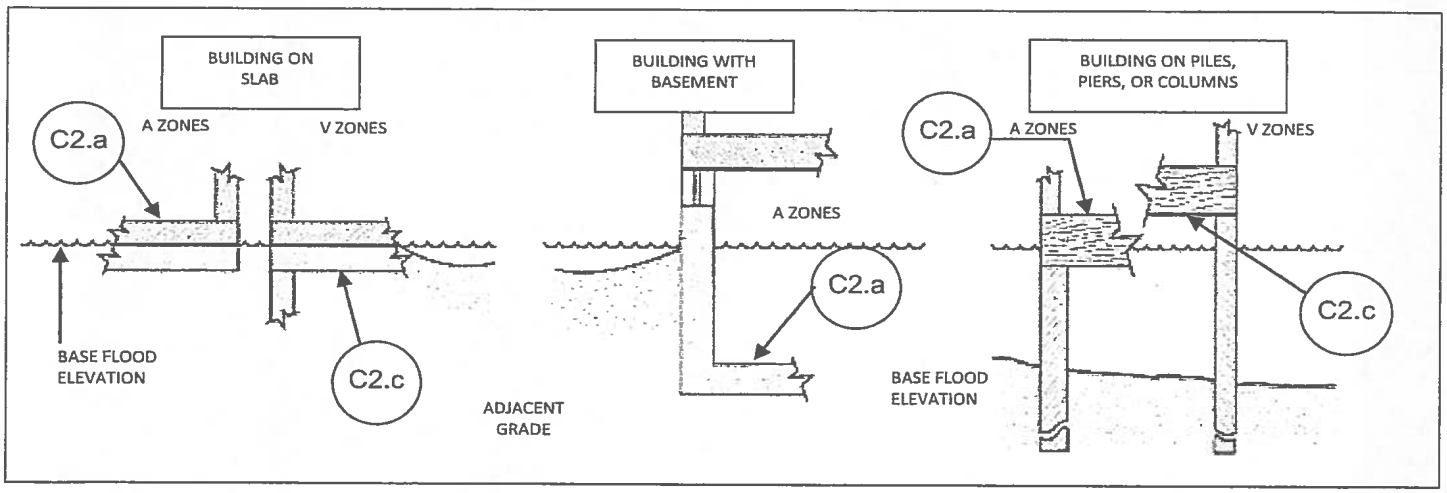
Item C1. Indicate whether the elevations to be entered in this section are based on construction drawings, a building under construction, or finished construction. For either of the first 2 choices, a post-construction Elevation Certificate will be required when construction is complete. If the building is under construction, include only those elevations that can be surveyed in Items C2.a–h. Use the Comments area of Section D to provide elevations obtained from the construction plans or drawings. Select "Finished Construction" only when all machinery and/or equipment such as furnaces, hot water heaters, heat pumps, air conditioners, and elevators and their associated equipment have been installed and the grading around the building is completed.

Item C2. A field survey is required for Items C2.a–h. Most control networks will assign a unique identifier for each benchmark. For example, the National Geodetic Survey uses the Permanent Identifier (PID). For the benchmark utilized, provide the PID or other unique identifier assigned by the maintainer of the benchmark. For GPS survey, indicate the benchmark used for the base station, the Continuously Operating Reference Stations (CORS) sites used for an On-line Positioning User Service (OPUS) solution (also attach the OPUS report), or the name of the Real Time Network used.

Also provide the vertical datum for the benchmark elevation. All elevations for the certificate, including the elevations for Items C2.a–h, must use the same datum on which the BFE is based. Show the conversion from the field survey datum used if it differs from the datum used for the BFE entered in Item B9 and indicate the conversion software used. Show the datum conversion, if applicable, in the Comments area of Section D.

For property experiencing ground subsidence, the most recent reference mark elevations must be used for determining building elevations. However, when subsidence is involved, the BFE should not be adjusted. Enter elevations in Items C2.a–h to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico).

Items C2.a–d Enter the building elevations (excluding the attached garage) indicated by the selected building diagram (Item A7) in Items C2.a–c. If there is an attached garage, enter the elevation for top of attached garage slab in Item C2.d. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) If the building is located in a V zone on the FIRM, complete Item C2.c. If the flood zone cannot be determined, enter elevations for all of Items C2.a–h. For buildings in A zones, elevations a, b, d, and e should be measured at the top of the floor. For buildings in V zones, elevation c must be measured at the bottom of the lowest horizontal structural member of the floor (see drawing below). For buildings



elevated on a crawlspace, Diagrams 8 and 9, enter the elevation of the top of the crawlspace floor in Item C2.a, whether or not the crawlspace has permanent flood openings (flood vents). *If any item does not apply to the building, enter "N/A" for not applicable.*

Item C2.e Enter the lowest platform elevation of at least 1 of the following machinery and equipment items: elevators and their associated equipment, furnaces, hot water heaters, heat pumps, and air conditioners in an attached garage or enclosure or on an open utility platform that provides utility services for the building. Note that elevations for these specific machinery and equipment items are required in order to rate the building for flood insurance. Local floodplain management officials are required to ensure that <u>all</u> machinery and equipment servicing the building are protected from flooding. Thus, local officials may require that elevation information for all machinery and equipment, including ductwork, be documented on the Elevation Certificate. If the machinery and/or equipment is mounted to a wall, pile, etc., enter the platform elevation of the machinery and/

or equipment. Indicate machinery/equipment type and its general location, e.g., on floor inside garage or on platform affixed to exterior wall, in the Comments area of Section D or Section G, as appropriate. *If this item does not apply to the building, enter "N/A" for not applicable.*

Items C2.f–g Enter the elevation of the ground, sidewalk, or patio slab immediately next to the building. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

Item C2.h Enter the lowest grade elevation at the deck support or stairs. For Zone AO, use the natural grade elevation, if available. This measurement must be to the nearest tenth of a foot (nearest tenth of a meter, in Puerto Rico) if this certificate is being used to support a request for a LOMA or LOMR-F.

SECTION D – SURVEYOR, ENGINEER, OR ARCHITECT CERTIFICATION

Complete as indicated. This section of the Elevation Certificate may be signed by only a land surveyor, engineer, or architect who is authorized by law to certify elevation information. Place your license number, your seal (as allowed by the State licensing board), your signature, and the date in the box in Section D. You are certifying that the information on this certificate represents your best efforts to interpret the data available and that you understand that any false statement may be punishable by fine or imprisonment under 18 U.S. Code, Section 1001. Use the Comments area of Section D, on the back of the certificate, to provide datum, elevation, openings, or other relevant information not specified on the front.

SECTION E – BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

Complete Section E if the building is located in Zone AO or Zone A (without BFE). Otherwise, complete Section C instead. Explain in the Section F Comments area if the measurement provided under Items E1–E4 is based on the "natural grade."

Items E1.a and b Enter in Item E1.a the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG). Enter in Item E1.b the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the top of the bottom floor (as indicated in the applicable diagram) above or below the lowest adjacent grade (LAG). For buildings in Zone AO, the community's floodplain management ordinance requires the lowest floor of the building be elevated above the highest adjacent grade at least as high as the depth number on the FIRM. Buildings in Zone A (without BFE) may qualify for a lower insurance rate if an engineered BFE is developed at the site.

Item E2. For Building Diagrams 6–9 with permanent flood openings (see pages 8–9), enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico) of the next higher floor or elevated floor (as indicated in the applicable diagram) above or below the highest adjacent grade (HAG).

Item E3. Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, for the top of attached garage slab. (Because elevation for top of attached garage slab is self-explanatory, attached garages are not illustrated in the diagrams.) *If this item does not apply to the building, enter "N/A" for not applicable.*

Item E4. Enter the height to the nearest tenth of a foot (tenth of a meter in Puerto Rico), in relation to the highest adjacent grade next to the building, of the platform elevation that supports the machinery and/or equipment servicing the building. Indicate machinery/equipment type in the Comments area of Section F. *If this item does not apply to the building, enter "N/A" for not applicable.*

Item E5. For those communities where this base flood depth is not available, the community will need to determine whether the top of the bottom floor is elevated in accordance with the community's floodplain management ordinance.

SECTION F – PROPERTY OWNER (OR OWNER'S REPRESENTATIVE) CERTIFICATION

Complete as indicated. This section is provided for certification of measurements taken by a property owner or property owner's representative when responding to Sections A, B, and E. The address entered in this section must be the actual mailing address of the property owner or property owner's representative who provided the information on the certificate.

SECTION G – COMMUNITY INFORMATION (OPTIONAL)

Complete as indicated. The community official who is authorized by law or ordinance to administer the community's floodplain management ordinance can complete Sections A, B, C (or E), and G of this Elevation Certificate. Section C may be filled in by the local official as provided in the instructions below for Item G1. If the authorized community official completes Sections C, E, or G, complete the appropriate item(s) and sign this section.

Check **Item G1** if Section C is completed with elevation data from other documentation, including elevations obtained from the Community Rating System Elevation Software, that has been signed and sealed by a licensed surveyor, engineer, or architect who is authorized by law to certify elevation information. Indicate the source of the elevation data and the date obtained in the Comments area of Section G. If you are both a community official and a licensed land surveyor, engineer, or architect authorized by law to certify elevation information, and you performed the actual survey for a building in Zones A1–A30, AE, AH, A (with BFE), VE, V1–V30, V (with BFE), AR, AR/A, AR/A1–A30, AR/AE, AR/AH, or AR/AO, you must also complete Section D.

Check **Item G2** if information is entered in Section E by the community for a building in Zone A (without a FEMA-issued or community-issued BFE) or Zone AO.

Check **Item G3** if the information in Items G4–G10 has been completed for community floodplain management purposes to document the as-built lowest floor elevation of the building. Section C of the Elevation Certificate records the elevation of various building components but does not determine the lowest floor of the building or whether the building, as constructed, complies with the community's floodplain management ordinance. This must be done by the community. Items G4–G10 provide a way to document these determinations.

Item G4. Permit Number. Enter the permit number or other identifier to key the Elevation Certificate to the permit issued for the building.

Item G5. Date Permit Issued. Enter the date the permit was issued for the building.

Item G6. Date Certificate of Compliance/Occupancy Issued. Enter the date that the Certificate of Compliance or Occupancy or similar written official documentation of as-built lowest floor elevation was issued by the community as evidence that all work authorized by the floodplain development permit has been completed in accordance with the community's floodplain management laws or ordinances.

Item G7. New Construction or Substantial Improvement. Check the applicable box. "Substantial Improvement" means any reconstruction, rehabilitation, addition, or other improvement of a building, the cost of which equals or exceeds 50 percent of the market value of the building before the start of construction of the improvement. The term includes buildings that have incurred substantial damage, regardless of the actual repair work performed.

Item G8. As-built lowest floor elevation. Enter the elevation of the lowest floor (including basement) when the construction of the building is completed and a final inspection has been made to confirm that the building is built in accordance with the permit, the approved plans, and the community's floodplain management laws or ordinances. Indicate the elevation datum used.

Item G9. BFE. Using the appropriate FIRM panel, FIS Profile, or other data source, locate the property and enter the BFE (or base flood depth) of the building site. Indicate the elevation datum used.

Item G10. Community's design flood elevation. Enter the elevation (including freeboard above the BFE) to which the community requires the lowest floor to be elevated. Indicate the elevation datum used.

Enter your name, title, and telephone number, and the name of the community. Sign and enter the date in the appropriate blanks.

Building Diagrams

The following diagrams illustrate various types of buildings. Compare the features of the building being certified with the features shown in the diagrams and select the diagram most applicable. Enter the diagram number in Item A7, the square footage of crawlspace or enclosure(s) and the area of flood openings in square inches in Items A8.a–c, the square footage of attached garage and the area of flood openings in square inches in Items A9.a–c, and the elevations in Items C2.a–h.

In A zones, the floor elevation is taken at the top finished surface of the floor indicated; in V zones, the floor elevation is taken at the bottom of the lowest horizontal structural member (see drawing in instructions for Section C).

DIAGRAM 1A

All slab-on-grade single- and multiple-floor buildings (other than split-level) and high-rise buildings, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor is at or above ground level (grade) on at least 1 side.*

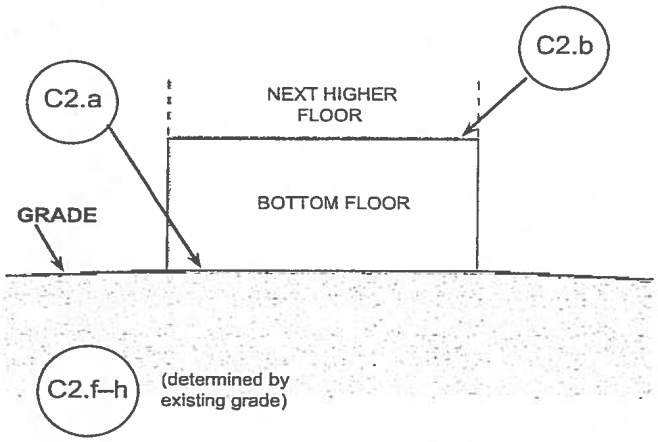


DIAGRAM 1B

All raised-slab-on-grade or slab-on-stem-wall-with-fill single- and multiple-floor buildings (other than split-level), either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor is at or above ground level (grade) on at least 1 side.*

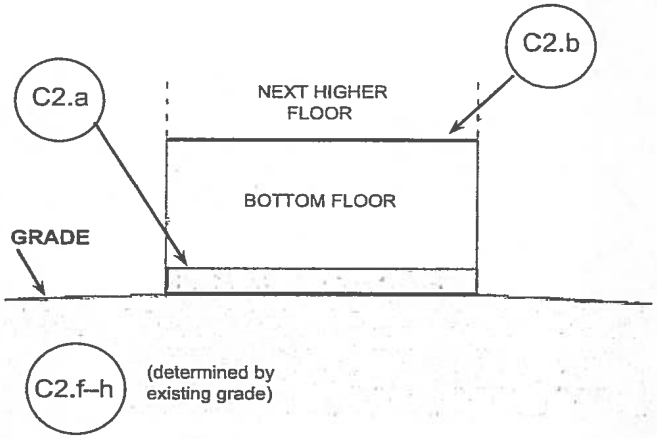
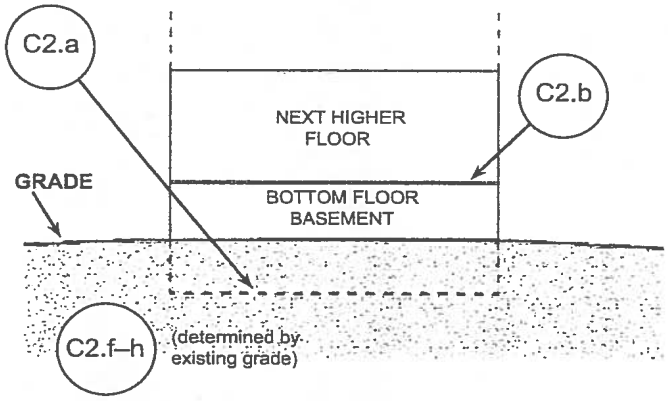


DIAGRAM 2

All single- and multiple-floor buildings with basement (other than split-level) and high-rise buildings with basement, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

DIAGRAM 3

All split-level buildings that are slab-on-grade, either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (excluding garage) is at or above ground level (grade) on at least 1 side.*

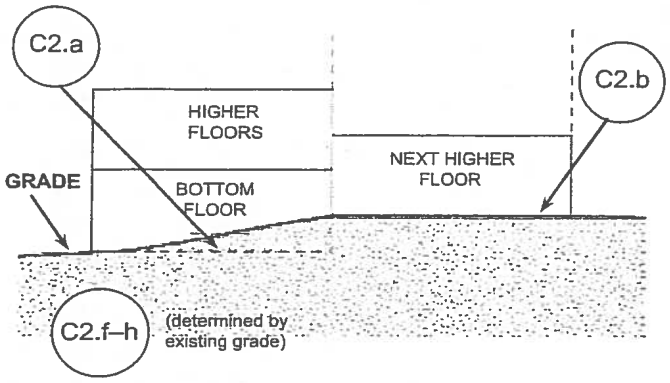


DIAGRAM 4

All split-level buildings (other than slab-on-grade), either detached or row type (e.g., townhouses); with or without attached garage.

Distinguishing Feature – The bottom floor (basement or underground garage) is below ground level (grade) on all sides.*

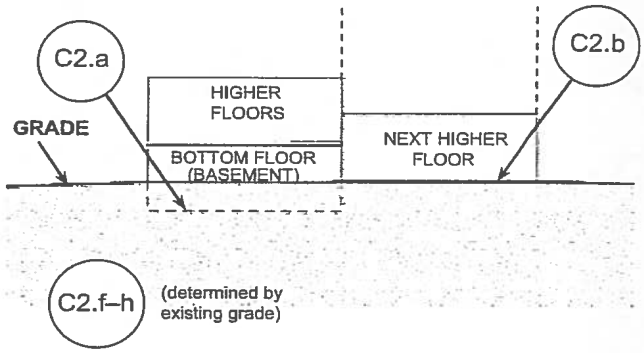


DIAGRAM 5

All buildings elevated on piers, posts, piles, columns, or parallel shear walls. No obstructions below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is open, with no obstruction to flow of floodwaters (open lattice work and/or insect screening is permissible).

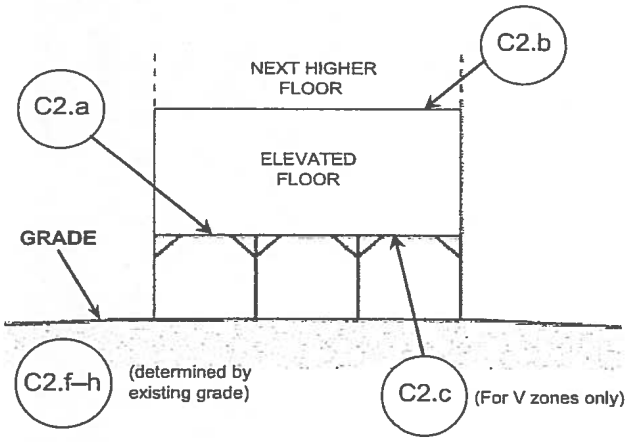
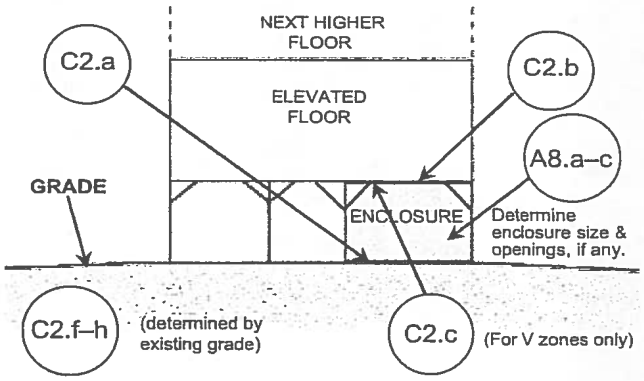


DIAGRAM 6

All buildings elevated on piers, posts, piles, columns, or parallel shear walls with full or partial enclosure below the elevated floor.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

DIAGRAM 7

All buildings elevated on full-story foundation walls with a partially or fully enclosed area below the elevated floor. This includes walkout levels, where at least 1 side is at or above grade. The principal use of this building is located in the elevated floors of the building.

Distinguishing Feature – For all zones, the area below the elevated floor is enclosed, either partially or fully. In A Zones, the partially or fully enclosed area below the elevated floor is with or without openings** present in the walls of the enclosure. Indicate information about enclosure size and openings in Section A – Property Information.

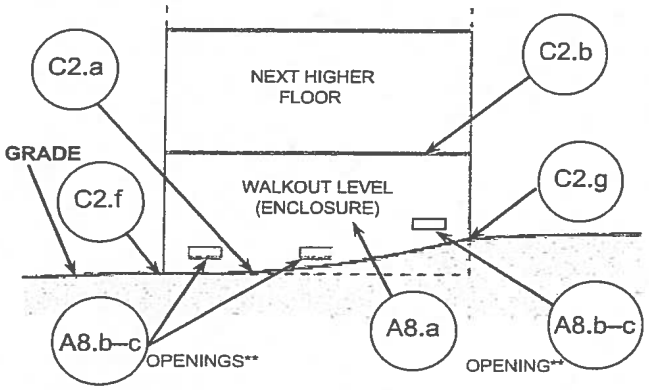


DIAGRAM 8

All buildings elevated on a crawlspace with the floor of the crawlspace at or above grade on at least 1 side, with or without an attached garage.

Distinguishing Feature – For all zones, the area below the first floor is enclosed by solid or partial perimeter walls. In all A zones, the crawlspace is with or without openings** present in the walls of the crawlspace. Indicate information about crawlspace size and openings in Section A – Property Information.

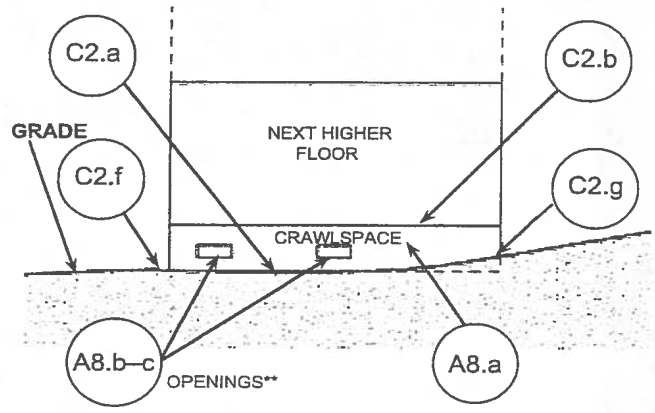
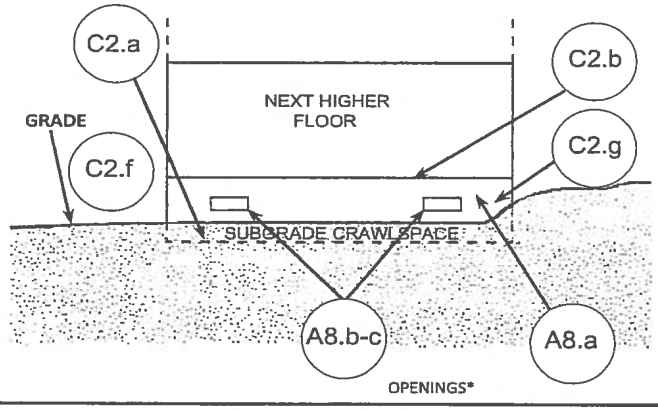


DIAGRAM 9

All buildings (other than split-level) elevated on a sub-grade crawlspace, with or without attached garage.

Distinguishing Feature – The bottom (crawlspace) floor is below ground level (grade) on all sides.* (If the distance from the crawlspace floor to the top of the next higher floor is more than 5 feet, or the crawlspace floor is more than 2 feet below the grade [LAG] on all sides, use Diagram 2.)



* A floor that is below ground level (grade) on all sides is considered a basement even if the floor is used for living purposes, or as an office, garage, workshop, etc.

** An "opening" is a permanent opening that allows for the free passage of water automatically in both directions without human intervention. Under the NFIP, a minimum of 2 openings is required for enclosures or crawlspaces. The openings shall provide a total net area of not less than 1 square inch for every square foot of area enclosed, excluding any bars, louvers, or other covers of the opening. Alternatively, an Individual Engineered Flood Openings Certification or an Evaluation Report issued by the International Code Council Evaluation Service (ICC ES) must be submitted to document that the design of the openings will allow for the automatic equalization of hydrostatic flood forces on exterior walls. A window, a door, or a garage door is not considered an opening; openings may be installed in doors. Openings shall be on at least 2 sides of the enclosed area. If a building has more than 1 enclosed area, each area must have openings to allow floodwater to directly enter. The bottom of the openings must be no higher than 1.0 foot above the higher of the exterior or interior grade or floor immediately below the opening. For more guidance on openings, see NFIP Technical Bulletin 1.

AGENDA ITEM #32.a.

GALVESTON COUNTY, TEXAS
COMMISSIONERS COURT
Contract Approval Request

To Be Completed By Department

1. Date of Request: 11-19-13	2. Contract Type: (Expense) Revenue Other	3. Renewal Contract: (Yes) / No
4. Department Name: Justice Admin.	5. Department Contact: Bonnie Quiroga	
6. Description: LANGUAGE INTERPRETER SERVICES		
7. IFAS PEID No: 705424	8. IFAS Req No:	9. Orgkey: 1101121000 / 10. Object Code: 5431101
11. Vendor: MASTERWORD	12. Vendor Contract No:	
13. Requested Legal Review: Yes / (No) (Explain if No) PREPARED AND APPROVED BY LEGAL.		

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
ProSrv Interpr	1101	115,000	115,000				
22. Totals:		115,000	115,000	-	-	-	-

To Be Completed By Purchasing Department

Contract Start Date: 11/14/13	Auto Renewal Contract: Yes / No	Bid No: N/A
Contract End Date: 11/13/15	Contract # Issued By Purchasing: CM14074	

Approved By:	Signature	Date
Department Head:	Bonita M Quiroga	11-19-13
Purchasing Agent:	[illegible]	12-17-13
County Legal:	[illegible]	12/17/2013
	Contract listed in Budget Documentation: YES (NO)	
County Budget Office:	Denise Y Yeaud	12/17/2013
	Budget Available and Funds are/will be Available: YES NO	
County County Auditor:	[illegible]	12/17/2013

Budgeted in 2014 Adopted Budget, Contract for not listed in Budget Document

Consulting Agreement
by and between Galveston County and MasterWord Services, Inc.
for Translation and Other Services.

This Agreement is entered into effective 11/14/2013. It is by and between the County of Galveston, a political subdivision of the State of Texas ("County") and MasterWord Services, Inc., a corporation organized under the laws of the State of Texas ("MasterWord").

In consideration of the mutual promises contained herein, the parties agree as follows:

1. MasterWord's authorized representative for all purposes of this Agreement is Renae Farmer, its Dir. of Business Svcs. or his/her written designee. County's authorized representative for all purposes of this Agreement is Ms. Bonnie Quiroga, Director of Justice Administration or her written designee.

2. MasterWord will perform such translation, interpretation and other language support services ("Work Product") on an as-needed non-exclusive basis for County upon request. In doing so, MasterWord will work with County (Cooperative Work Efforts) as requested to understand its specific language needs and to develop custom solutions to meet such needs. In addition, such services will be provided on such dates and at such times as are required, including after normal business hours, weekends and on an emergency basis.

3. County agrees to pay MasterWord for the services rendered and expenses incurred as follows:

Consecutive interpreting services:

- Scheduled requests - $55 per hour
- After hours/weekend requests - $75 per hour
- Emergency requests (same day) - $95 per hour

Court Licensed consecutive interpreting services:

- Scheduled requests - $67 per hour
- After hours/weekend requests - $87 per hour
- Emergency requests (same day) - $108 per hour

All scheduled requests are billed based on a 2-hour minimum.

- Cooperative Work Efforts – no charge

Cancellation Policy:

- If the request is cancelled with less than 24-hour advance notice a 2-hour minimum cancellation fee will apply.

Expenses are billed at cost: including parking and mileage at .55 per mile for assignments greater than 40 hours round-trip.

4. County does not obligate itself to utilize MasterWord's services at all. In addition, inasmuch as the County has used MasterWord's services in the past no minimum fee will be required for MasterWord to commit itself to provide services as needed in the future. Rather, MasterWord will provide such services solely on an as-needed basis.

5. MasterWord understands that requests for its services by the County impacts the effective operation of the County's judicial system. MasterWord further understands that if it commits itself to providing Work Product by a specified date and time and fails to do so, the operations of the County's judicial system will be negatively impacted. The cost to the County in each such instance will be difficult to determine. Accordingly, if MasterWord commits itself to provide Work Product by a specified date and time and fails to do so, unless such failure is due to circumstances beyond MasterWord's control, (e.g. force majeure) MasterWord will pay the County in lieu of actual damages the sum of $500 as liquidated damages per day until MasterWork completes the assigned Work Product.

6. MasterWord warrants that its Work Product will be free of errors, defects and omissions. If any are discovered and brought to the attention of MasterWord in writing either during the performance of work, or within four years after completion of an assigned Work Project or from completion of each segment of an assigned Work Project MasterWord will make such corrections as are required.

7. The details of the method and manner of the performance of MasterWord's services and its Work Product shall be entirely under MasterWord's supervision and control. County is interested only the timeliness of the delivery and in the accuracy of MasterWord's Work Product. MasterWord will perform its services as an independent contractor. In no event and under no circumstances will MasterWord or its employees, subcontractors or independent contractors be considered an agent or employee of County or an officer of one of its District, County or Justice of the Peace Courts or of any Magistrate or of the County Sheriff or County Constables or any other subsidiaries or affiliates of County for any purpose. Nor shall they be entitled to any County benefits that the County customarily offers to its employees.

8. MasterWord will maintain complete and accurate records of all of its Work Product and its invoices. County will have the right to inspect and audit all records relating to services provided and payments made for a period of four years after the expiration of this Agreement. But, Masterword shall have the right to exclude any proprietary matters, trade secrets, formulas, and processes, components from such inspection and audit. If the results reveal over payments or under payments, appropriate adjustments will be made within thirty (30) days after the date of discovery of such over/under payment.

9. Masterword agrees to conduct its services hereunder in accordance with all applicable state and federal laws. IT FURTHER AGREES TO INDEMNIFY AND HOLD COUNTY

HARMLESS FROM ANY AND ALL FINES, PENALTIES, COSTS, OR LIABILITY ARISING FROM ITS FAILURE TO ABIDE BY THE TERMS OF THIS ARTICLE.

10. Neither party will have the right to represent itself as having any authority to commit the other party in any way to any legal or financial obligation by any method including but not limited to negotiations, contracts, agreements, or other methods.

11. MasterWord will maintain on its employees and will ensure that each person who acts as an independent contractor and provides services through MasterWord to County will maintain throughout the term of this Agreement professional liability insurance insuring against its and their negligent acts or omissions while providing services under this Agreement. This insurance will be in the minimum amount of $1 Million Dollars per occurrence and $3 Million Dollars in the aggregate with a deductible of no more than $5,000 and will be provided though an insurance company reasonably satisfactory to both County and MasterWord that is authorized to do business in the State of Texas.

12. Payment for work performed and reimbursable expenses incurred shall be sent to County. Undisputed invoices will be paid in accordance with Texas Government Code Chapter 2251. In the event a dispute arises between County and MasterWord concerning a portion of any invoice, County agrees that payment of the disputed amount only may be retained by County; that such retention may be withheld only until the disputed matter is resolved; and that any payment of the resolved disputed balance will also be paid in accordance with Texas Government Code Chapter 2251. The parties further agree that they will put forth their best efforts toward successfully resolving and disputed amount in a timely and expeditious manner.

13. The primary term of this Agreement, unless terminated early, shall be for two (2) year(s), beginning effective November 14, 2013 and ending November 13, 2015; provided however, County may terminate this Agreement at any time upon fifteen (15) days written notice to MasterWord. In the event of such earlier termination, County will pay MasterWord for all undisputed services rendered through the date of termination and such payment shall represent the total amount due to MasterWord hereunder.

14. During performance of this Agreement, either County or a third party for whom MasterWord may have been retained by County to provide services may provide confidential or proprietary information drawings, specifications, reports, tests results and specimens, data discoveries, inventions, patents, know-how, trade secrets, computer programs or other information to MasterWord. As a result of services rendered, MasterWord may develop or have also have access to such confidential or proprietary information. Any such information is the property of County or the third party for whom the County has requested MasterWord's services. MasterWord will ensure that that all such information, whether provided to or developed by MasterWord will be kept confidential by MasterWord and its employees and its independent contractors, unless the information:

(a) is or becomes generally available to the public through no act or failure to act by MasterWord or its employees;

(b) was in the possession of MasterWord prior to the time it was acquired and was not acquired, directly or indirectly, from County, or from a third party for whom MasterWord may have been retained by County to provide services;

(c) is independently made available to MasterWord by another source who is without a similar obligation of confidentiality, provided that MasterWord reasonably believes such other source did not acquire such information confidentially from County or for the third party for whom MasterWord was retained by County to provide services; or

(d) is independently developed for MasterWord by its employees or independent contractors and MasterWord can show that such employees or independent contractors had no access to information referenced in subparagraphs (a), (b) or (c) hereof.

(e) MasterWord will require its employees and its independent contractors who provide services to County to sign agreements to comply with this Article 14 and with Article 15.

(f) All of the above provisions shall survive the termination of this Agreement.

15. MasterWord further agrees for itself and its employees and will ensure that its independent contractors will agree:

(a) not to use or disclose to anyone, at any time or in any matter, any trade secrets or confidential information, which MasterWord or its employees or independent contractors obtain as a result of or during the performance of MasterWord's work for County or by third parties for whom County requested MasterWord to provide services.

(b) "Trade secrets or confidential information" shall include all information and tangible things provided to Masterword including, but not limited to, all photographs, maps, drawings, reports, specifications, operating data, procurement or marketing information, cost data, special proprietary software, reports or marketing information, or other proprietary information of County of third parties for whom County requested MasterWord to provide services. No such information shall be released to anyone other than authorized representatives of County except as may be required by law.

16. County agrees:

(a) Except as otherwise permitted or required under what is commonly referred to as the Texas Public Information Act, not to use or disclose to anyone, at any time or in any matter, any trade secrets or confidential information belonging to MasterWord which County obtains as a result of services rendered by MasterWord for County.

(b) "Trade secrets or confidential information" shall include all information and tangible things provided by MasterWord to County including, but not limited to all special proprietary software, reports or marketing information, cost data and other proprietary information of MasterWord. No such information shall be released to anyone other than authorized representatives of MasterWord except as may be required by law.

17. MASTERWORD WILL BE RESPONSIBLE FOR, AND SHALL HOLD COUNTY HARMLESS FROM THE REPORTING, FILING AND PAYMENT OF ANY TAXES, DUTIES, CHARGES OR FEES IMPOSED DIRECTLY OR INDIRECTLY ON MASTERWORD OR ITS SUBCONTRACTORS, EMPLOYEES OR AGENTS AS A RESULT OF MASTERWORD'S PERFORMANCE OF THIS AGREEMENT. IN ADDITION, MASTERWORD SHALL INDEMNIFY COUNTY AGAINST ALL LIABILITY RESULTING FROM MASTERWORD'S WORK PRODUCT, AS WELL AS FROM THE DEATH OR INJURY TO ITS EMPLOYEES, AND FROM LOSSES OF OR DAMAGES TO MASTERWORD'S PROPERTY AND THE PROPERTY OF ITS EMPLOYEES, REGARDLESS OF CAUSE, INCLUDING THE NEGLIGENCE (EITHER SOLE OR CONCURRENT) OR STRICT LIABILITY OF COUNTY AND ITS EMPLOYEES.

18. Each party's obligations under Articles 6, 8, 14, 15, 16, 17 and 22 herein shall survive the termination of this agreement.

19. All notices and correspondence pertaining to this Agreement shall be written and addressed as follows:

MasterWord:

MasterWord Services, Inc.
303 Stafford Drive, Suite 204
Houston, Texas 77079
Attention: Ludmila Green

County:

Galveston County
Justice Administration
600 59th Street, Suite 4209
Galveston, Texas 77551
Attn: Ms. Bonnie Quiroga,

20. MasterWord may not assign, transfer or subcontract any Work Product called for in this Agreement without the prior written approval of County. Any such assignment will not relieve MasterWord of any obligation imposed upon it by virtue of this Agreement. Each approved subcontractor of MasterWord shall also be required by MasterWord in writing to abide by the conditions of this Agreement.

21. MasterWord shall have no liability for services performed by other County designated consultants.

22. County agrees that upon the expiration of this Agreement that for a period of twelve (12) months from date of expiration of this Agreement it will not directly engage the services of any MasterWord employee. But, in order for this non-compete clause to be effective MasterWord must provide County on or before the expiration date of this Agreement with the name of each MasterWord employee that worked for MasterWord prior to the expiration date of this Agreement.

23. Galveston County Title VI Assurance Clauses

Galveston County is committed to ensuring that no person, on the ground of race, color, national origin, religion, sex, age, disability or Veteran status, shall be subjected to discrimination, excluded from participation, or denied the benefits of, its programs and activities.

In accordance with this policy, it requires its service providers and contractors, to agree that during the performance of this contract, the service provider or contractor, for itself, its assignees and successors will abide by the following:

Compliance with Non-Discrimination Laws and Regulations

During the performance of this contract, MasterWord, for itself, its assignees and successors in interest (hereinafter referred to as "contractor") agrees as follows:

(a) Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter, DOT) Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are incorporated herein by reference and made a part of this contract.

(b) Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the basis of race, color, national origin, religion, sex, age, disability or Veteran status in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

(c) Solicitations for Subcontractors, Including Procurement of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including

procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, national origin, religion, sex, age, disability or Veteran status.

(d) Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the Galveston County or the Texas Department of Transportation to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to Galveston County or the Texas Department of Transportation as appropriate, and shall set forth what efforts it has made to obtain the information.

(e) Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract,

Galveston County shall impose such contract sanctions as it or the Texas Department of Transportation may determine to be appropriate, including, but not limited to:

(1) withholding of payments to the contractor under the contract until the contractor complies, and/or
(2) cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions

The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as Galveston County or the Texas Department of Transportation may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request Galveston County to enter into such litigation to protect the interests of Galveston County, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

24. The foregoing constitutes the entire agreement between the parties and supersedes any representation or agreement heretofore made. This Agreement shall be governed by the laws of the State of Texas and venue shall lie in Galveston County. This Agreement is not to be

construed for the benefit of any third party. This Agreement may only be amended by written agreement of both parties acting through their respective governing bodies.

In Witness Hereof the parties hereto have executed this AGREEMENT effective _____.

County of Galveston

_____
Mark A. Henry
County Judge

Attest:

_____
Dwight Sullivan
County Clerk

Masterword Services, Inc.

By: _____
Name: Renae Farmer
Title: Director of Business Services
Date: 11/14/2013

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AGENDA ITEM #33.a.

THE COUNTY OF GALVESTON

RUFUS G. CROWDER, CPPO, CPPB
PURCHASING AGENT

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

GWEN MCLAREN, CPPB
ASST. PURCHASING AGENT

December 31, 2013

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

Re: Request to Donate Equipment (CPUs, Monitors, Keyboards, and Mice)

Gentlemen,

It is requested that the Commissioners' Court grant authorization to donate technology equipment to the Dickinson Independent School District as referenced in the Texas Local Government Code, Section 263.152, Disposition. The equipment to be donated is as follows:

- 100 CPUs
- 100 Monitors
- 100 Keyboards
- 100 Mice

Your consideration in this matter will be greatly appreciated.

Respectfully submitted,

Rufus Crowder TD

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

Attachment

Dickinson Independent School District
Technology Department
2801 Oak Park, Dickinson, TX 77539
Dickinson ISD Technology Help Desk 281-229-6028

MEMORANDUM

TO: **LaNeisha Kelly**

FROM: **Melissa Williams**

DATE: **December 9, 2013**

RE: **Computers from Galveston County for Esmond Center**

Dickinson ISD has been working with the CIO of Galveston County to provide technology equipment for students assigned to the Jerry J. Esmond Juvenile Justice Center.

The Dickinson ISD Technology Department is requesting 100 CPUs, monitors, keyboards, and mice be donated from Galveston County. Dickinson ISD will provide all software and licensing as well as manage these units.

Dickinson ISD will deploy 12 PCs for each of 7 classrooms equaling 84 units. We are requesting 100 units so that we have spares in the event a unit stops working. These units will be inventoried for use only at the Jerry J. Esmond Juvenile Justice Center.

Dell 360's	CPU'S
IT Tag	Serial Numbers
1591010186	HOXCQL1
1591010224	H148QL1
1591007311	H06CCK1
1591010576	F8K0PM1
1591009057	788BDK1
1591005578	GYMWCK1
1591010174	HOW9QL1
1591008399	5S39DK1
1591005587	HD01DK1
1591005840	5T6CDK1
1591010284	HOR6QL1
1591011010	7RB7DP1
1591005832	5TTBDK1
1591005543	HCR2DK1
1591005996	5RR8DK1
1591005794	5TJ7DK1
1591005545	HD11DK1
1591005523	HDGZCK1
1591005804	5TJ6DK1
1591008345	5RFCDK1
1591005810	5RF8DK1
1591005854	5TD7DK1
1591008330	5V0CDK1
1591005871	788DDK1
1591005781	5SDBDK1
1591005838	5QY8DK1
1591005516	HCR3DK1
1591007345	HO12CK1
1591007305	H019CK1
1591007257	HOB3CK1
1591005880	5TS6DK1
1591005980	5SWCDK1
1591007293	HO3ZBK1
1591008382	78LBDK1
1591005874	5RR6DK1
1591007309	H014CK1
1591005970	5V69DK1
1591007375	HOCZBK1
1591007319	GZZ5CK1
1591005983	5SSCDK1
1591005524	HD9WCK1
1591005870	5TT8DK1
1591007295	HOB1WH1

1591007240	HO41WH1
1591007247	HOF6CK1
1591007307	HOF9CK1
1591005834	5SQ9DK1
1591005819	5QVBDK1
1591007326	HOFZBK1
1591007264	HO6BCK1
1591007330	HO61CK1
1591007271	HO1CCK1
1591007266	HODOWH1
1591007249	GZZ6CK1
1591005957	78MBDK1
1591010182	h0rfql1
1591010157	H12CQL1
1591010273	H0J8QL1
1591010207	H0KDQL1
1591010177	H0N9QL1
1591010218	H13DQL1
1591010179	H11FQL1
1591010194	H11CQL1
1591010291	H0Q5QL1
1591010303	H0T9QL1
1591005852	786BDK1
1591005799	78C8DK1
1591005560	HD04DK1
1591008368	5VD7DK1
1591005540	HD8XCK1
1591005791	5TWCDK1
1591005800	5TSBDK1
1591005561	HCRSCK1
1591008379	5S08DK1
1591008326	5RP9DK1
1591008332	5S9CDK1
1591008323	5VJ6DK1
1591005992	5vk7dk1
1591008325	5SP9DK1
1591008327	5vmbdk1
1591008337	5sw8dk1
1591005966	5VLBDK1
1591008346	5S1DDK1
1591008394	5sd6dk1
1591005994	78MDDK1
1591005997	786DDK1
1591005876	5VM6DK1
1591010554	f8hznm1
1591005866	5VF7DK1
1591005783	5TG9DK1

1591005979	5ST9DK1
1591007246	H0B5CK1
1591008319	5SW7DK1
1591005982	78m7dk1
1591007352	H001WH1
1591005544	HDH3DK1
1591007325	H0F4CK1
1591005848	78F7DK1
1591008381	5RF9DK1
1591005842	5VJDDK1

DELL E1709WC	MONITORS
IT TAG	SN
1591005758	MX0H880H707158C1178L
1591008159	CN0X706H7287295Q0D9L
1591005673	MX0H880H707158C11AAL
1591005740	MX0H880H707158C1172L
1591005685	MX0H880H707158C10FHL
1591005897	CN0X706H7287297O191L
1591005691	MX0H880H707158C10DZL
1591005725	MX0H880H707158C11SPL
1591005706	MX0H880H707158C10EAL
1591005752	MX0H880H707158C11SRL
1591005747	MX0H880H707158C11ADL
1591005904	CN0X706H7287297N1C4L
1591005930	CN0X706H7287297O2KHL
1591005724	MX0H880H707158C11KHL
1591005717	MX0H880H707158C11USL
1591008183	CN0X706H7287297O16KL
1591005729	MX0H880H707158C11A8L
1591005768	MX0H880H707158C11AXL
1591005940	CN0X706H7287297N1E1L
1591005689	MX0H880H707158C117LL
1591005731	MX0H880H707158C11N8L
1591005808	CN0X706H728729702GHL
1591008179	CN0X706H72872970001L

Gateway FPD 1730	MONITORS
IT Tag	SN
1591003324	qs7342601210c
1591003380	qs7342600616c
1591003556	QS7342600355C
1591003861	QS7342600564C
1591003254	QS7342601178C
1591003206	QS7342600965C
1591003791	QS7342600106C
1591014060	ME558 90C 01134

1591006680	MW67B B0N 01347
1591003559	QS7342600498C
1591003354	QS7342601051C
1591003695	QS7342601012C
1591003201	QS7342600974C
1591003876	QS7342600323C
1591003396	QS7342601231C
1591003566	QS7342600939C
1591003549	QS7342600112C
1591003555	QS7342600018C
1591003188	QS7342601228C
1591003705	QS7342600367C
1591004325	QS7342600962C
1591003780	QS7342600599C
1591003793	QS7342600133C
1591003558	QS7342600158C
1591003788	QS7342600110C
1591003557	QS7342600946C
1591003775	QS7342601017C
1591003801	QS7342600303C
1591003776	QS7342600841C
1591003777	QS7342600429C
1591003789	QS7342600334C
1591003803	QS7342600107C
1591003797	QS7342600738C
1591003804	QS7342600448C
1591003800	QS7342601064C
1591003568	QS7342600942C
1591003391	QS7342601233C
1591003782	QS7342600847C
1591003552	QS7342601179C
1591003190	QS7342600866C
1591003805	QS7342600711C
1591003181	QS7342600872C
1591004322	QS7342600701C
1591003553	QS7342600880C
1591003260	QS7342600583C
1591003751	QS7342600705C
1591003626	QS7342600794C
1591003965	QS7342600061C
1591003738	QS7342600704C
1591003243	QS7342600190C
1591003362	QS7342600507C
1591003632	QS7342600318C
1591003750	QS7342600623C
1591003611	QS7342600617C
1591009223	MW685 B0N 04964

1591006322	MWD71 B0N 02687
1591003648	QS7342600438C
1591003370	QS7342601037C
1591003646	QS7342600919C
1591001235	QS7342600552C
1591004323	QS7342600921C
1591003610	QS7342600566C
1591003714	QS7342600452C
1591003620	QS7342600459C
1591003736	QS7342600095C
1591003846	QS7342600688C
1591003936	QS7342601028C
1591003765	QS7342600606C
1591003727	QS7342600713C
1591003733	QS7342600630C
1591003224	QS7342600884C
1591003772	QS7342601015C
1591003718	QS7342600709C
1591003318	QS7342601204C
1591003613	QS7342600675C
1591003572	qs7342600103c
1591003670	qs7342600844c

100 DELL MICE
100 DELL KEYBOARDS

AGENDA ITEM #34.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

December 9, 2013

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

RE: Request for Reconsideration of Denial of Requests for Waiver or Refund of Penalty and Interest as Recommended by Penalty & Interest Review Committee

Dear Judge Henry:

The Penalty & Interest Review Committee met November 13, 2013 and, based on a review of all available information, denied the following request for waiver or refund of penalty and interest. As provided by Tax Office policy, the property owner was notified of the Committee Findings and has responded within the 21 days required for Commissioner Court reconsideration.

The Committee Findings and Recommendation and Memorandum of Findings is included for your convenience.

Account Number	Property Owner	Tax Year	Amount of Waiver or Refund
R510275	Wallace, Sidney & Marsha	2012	$6,035.19

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Wallace, Marsha

Account #(s): 5568-0002-1406-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

No provision. Property owner indicated incorrect unit number on remittance. Multiple notices sent including additional time to pay.

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County

Account # 55768-0002-1406-000

Cheryl E. Johnson, RTA
Tax Assessor Collector
Galveston County Courthouse
722 Moody Avenue
Galveston, Texas 77550
(409) 766 2284
Toll Free (877) 766 2284
Fax (409) 766 2479

Sheryl R. Swift, RTA
Chief Deputy, Business Services
(409) 766 2474

Rachael L. Crider, RPA
Chief Deputy, Property Tax
(409) 766 2476

Kimberly Hall
Chief Deputy, Operations
(409) 766 2487

Departments:

Property Tax Department
(409) 766 2481

Voter Registration Department
(409) 766 2280
Toll Free (888) 976 2280

Branch Office Locations:

Galveston Courthouse
722 Moody
Galveston, Texas 77550

North County Annex
174 Calder Road
League City, Texas 77573

Texas City Annex
2516 Texas Avenue
Texas City, Texas 77590

West County Annex
11730 Highway 6
Santa Fe, Texas 77510

MEMORANDUM OF FINDINGS

Attached please find a properly completed request for waiver or refund of penalty and interest. A review of the information provided and examination of the property tax records indicates that the section of the Texas Property Tax Code applicable to the request is as follows:

- [x] There are no provisions in the Tax Code to address this issue.
- [ ] This delinquency was not caused by an act or omission of an officer, employee or agent of the Tax Office or Appraisal District.
- [ ] Section 1.08 Postmark indicates date that is not timely.
  - [ ] Late 1/4 [ ] Late 1/2 [ ] Late Opt Out Entity
- [ ] Section 31.01(g) Failure to send or receive does not affect the validity of the tax, penalty, or interest, the due date, the existence of a tax lien, or any procedure instituted to collect a tax.
- [ ] Section 31.031 At least one-fourth of installment payment was not received by a required date and/or penalty and interest permitted to allow installment under (a-2) was not remitted timely.
- [ ] Section 31.06 Remittance was not paid or honored.
- [ ] Other: _____

Further, the following dates represent those found in the records of our office:

Date property owner knew or should have known of delinquency: (1) 03/11/2013 (2) 5/21/13

Document/event that provided notice of delinquency: (1) 2012 delinquent notices (2) FEB 2013 NAO 21 days to pay

Respectfully submitted,

Erma Evans 10/23/13

Erma Evans, RTC
Senior Property Tax Specialist

Attachments

AGENDA ITEM #34.b.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

December 9, 2013

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

RE: Request for Reconsideration of Denial of Requests for Waiver or Refund of Penalty and Interest as Recommended by Penalty & Interest Review Committee - Postmarks

Dear Judge Henry:

The Penalty & Interest Review Committee met November 13, 2013 and, based on a review of all available information, denied the following requests for waiver or refund of penalty and interest. Inasmuch as each pertain to late postmarks (February 1), we are submitting them together for your consideration. Those included have responded within the 21 days required for reconsideration by Commissioners. The property owner requests, the Committee Findings and Recommendation and my letter of notification to these property owners are included for your convenience.

Account Number	Property Owner	Tax Year	Amount of Waiver or Refund
R394925	Lawrence, Paul D	2012	$238.44
R306209	Bohn, Robert & Carolyn	2012	$441.97
R132958	Bohn, Robert & Carolyn	2012	$563.90
P504509	Lyle, Michelle	2012	$35.24
R133377	Lyle, Brent & Michelle	2012	$593.75
R408343	Lyle, Brent & Michelle	2012	$33.58

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Paul Lawrence
212 Pebble Canyon Lane
Dickinson TX 77539-6372
713-482-8771
FlankerN7@aol.com

December 3, 2013

Cheryl E Johnson
Galveston County Tax Assessor Collector
722 Moody
Galveston TX 77550-2317

CERTIFIED MAIL 7012 3050 0000 1474 1852

Dear Ms Johnson,

My name is Paul Lawrence (1380002000500O/R394925). I am writing you in response to your letter dated November 18, 2013.

Please let this letter stand as my answer of yes to schedule a meeting with the Commissioners to discuss the penalty I was charged this year. I have paid the balance due and a processing fee.

Please start the process for this procedure.

To make sure this letter reaches you in time, I am faxing, mailing (Return Receipt) and emailing this letter to you. At least one copy should reach you in time and be attached to my file.

Thank you for your time.

Sincerely,

Paul Lawrence

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Mr. Paul Lawrence
212 Pebble Canyon Lane
Dickinson, Texas 77539

Re: Request for Waiver or Refund of Penalty and Interest Account #1382-0002-0005-000

Dear Mr. Lawrence:

You submitted a request for waiver or refund of penalty and interest based on a late postmark. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised.

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date.

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lawrence, Paul

Account #(s): 1382-0002-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Boyd rule. – timeliness –
postmark 2/1/13

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

AGENDA ITEM #34.b.2.

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Court House
722 Moody Avenue
Galveston, Texas 77550

Re: Account # 4766-0000-0005-000
Account # 7137-0000-0062-001

Ms. Johnson,

We have received your letter denying our request to waive the penalties and interests on our properties due to late postmarks. We would like to request to have the County Commissioners Court reconsider our request. Please advise us the date for us to appear on this matter.

Sincerely,

Carolyn Bohn

Carolyn Bohn

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Robert & Carolyn Bohn
718 Buttonwood
Texas City, Texas 77591

Home made

Re: Request for Waiver or Refund of Penalty and Interest
Account #7137-0000-0062-001& 4766-0000-0005-000

Dear Mr. & Mrs. Bohn:

You submitted requests for waiver or refund of penalty and interest based on late postmarks. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised. !!

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date. Dec 5th

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481. Please note, I have included Mr. and Mrs. Lyle on this letter inasmuch as your requests were sent together.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

cc: Michelle & Brent Lyle

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bohn, Robert & Carolyn w/Lyle R 306209

Account #(s): 7137-0000-0062-001

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Based on postmark; however notify owners that based on Boyd may want to appeal/appeal in CC.

POSTMARK 2/1

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

AGENDA ITEM #34.b.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

December 9, 2013

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

RE: Request for Reconsideration of Denial of Requests for Waiver or Refund of Penalty and Interest as Recommended by Penalty & Interest Review Committee - Postmarks

Dear Judge Henry:

The Penalty & Interest Review Committee met November 13, 2013 and, based on a review of all available information, denied the following requests for waiver or refund of penalty and interest. Inasmuch as each pertain to late postmarks (February 1), we are submitting them together for your consideration. Those included have responded within the 21 days required for reconsideration by Commissioners. The property owner requests, the Committee Findings and Recommendation and my letter of notification to these property owners are included for your convenience.

Account Number	Property Owner	Tax Year	Amount of Waiver or Refund
R394925	Lawrence, Paul D	2012	$238.44
R306209	Bohn, Robert & Carolyn	2012	$441.97
R132958	Bohn, Robert & Carolyn	2012	$563.90
P504509	Lyle, Michelle	2012	$35.24
R133377	Lyle, Brent & Michelle	2012	$593.75
R408343	Lyle, Brent & Michelle	2012	$33.58

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Paul Lawrence
212 Pebble Canyon Lane
Dickinson TX 77539-6372
713-482-8771
FlankerN7@aol.com

December 3, 2013

Cheryl E Johnson
Galveston County Tax Assessor Collector
722 Moody
Galveston TX 77550-2317

CERTIFIED MAIL 7012 3050 0000 1474 1852

Dear Ms Johnson,

My name is Paul Lawrence (1380002000500O/R394925). I am writing you in response to your letter dated November 18, 2013.

Please let this letter stand as my answer of yes to schedule a meeting with the Commissioners to discuss the penalty I was charged this year. I have paid the balance due and a processing fee.

Please start the process for this procedure.

To make sure this letter reaches you in time, I am faxing, mailing (Return Receipt) and emailing this letter to you. At least one copy should reach you in time and be attached to my file.

Thank you for your time.

Sincerely,

Paul Lawrence

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Mr. Paul Lawrence
212 Pebble Canyon Lane
Dickinson, Texas 77539

Re: Request for Waiver or Refund of Penalty and Interest Account #1382-0002-0005-000

Dear Mr. Lawrence:

You submitted a request for waiver or refund of penalty and interest based on a late postmark. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised.

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date.

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lawrence, Paul

Account #(s): 1382-0002-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Boyd rule. – timeliness –
postmark 2/1/13

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Court House
722 Moody Avenue
Galveston, Texas 77550

Re: Account # 4766-0000-0005-000
Account # 7137-0000-0062-001

Ms. Johnson,

We have received your letter denying our request to waive the penalties and interests on our properties due to late postmarks. We would like to request to have the County Commissioners Court reconsider our request. Please advise us the date for us to appear on this matter.

Sincerely,

Carolyn Bohn

Carolyn Bohn

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Robert & Carolyn Bohn
718 Buttonwood
Texas City, Texas 77591

Home made

Re: Request for Waiver or Refund of Penalty and Interest
Account #7137-0000-0062-001& 4766-0000-0005-000

Dear Mr. & Mrs. Bohn:

You submitted requests for waiver or refund of penalty and interest based on late postmarks. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised. !!

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date. Dec 5th

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481. Please note, I have included Mr. and Mrs. Lyle on this letter inasmuch as your requests were sent together.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

cc: Michelle & Brent Lyle

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bohn, Robert & Carolyn w/Lyle R 306209

Account #(s): 7137-0000-0062-001

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Based on postmark; however notify owners that based on Boyd may want to appeal/appeal in CC.

POSTMARK 2/1

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bohn, Robert & Carolyn w/Lyle

R132958

Account #(s): 4766-0000-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Clavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Court House
722 Moody Avenue
Galveston, Texas 77550

Re: Account #8600-0587-0199-000
Account # 5242-0000-0026-003
Account # 5242-0000-0024-001

Ms. Johnson,

We have received your letter denying our request to waive the penalties and interests on our properties due to late postmarks. We would like to request to have the County Commissioners Court reconsider our request. Please advise us the date for us to appear on this matter.

Sincerely,

Michelle Lyle

Michelle Lyle

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl E Johnson@co galveston tx.us

November 18, 2013

Michelle & Brent Lyle
8901 Monticello
Texas City, Texas 77591

Re: Request for Waiver or Refund of Penalty and Interest
Account #8600-0587-0199-000 #5242-0000-0026-003
#5242-0000-0024-001

Dear Mr. & Mrs. Lyle:

You submitted requests for waiver or refund of penalty and interest based on late postmarks. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised.

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date.

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481. Please note, I have included Mr. and Mrs. Bohn on this letter inasmuch as your requests were sent together.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

✓ cc: Robert & Carolyn Bohn

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

P504509

Owner Name(s): Lyle, Michelle w/ Bohn

Account #(s): 8600-0587-0199-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Cavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co galveston tx us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lyle, Brent & Michelle w/Bohn

Account #(s): 5242-0000-0024-001

R133377

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lyle, Michelle & Brent

Account #(s): 5242-0000-0026-003

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [X] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Cavaglia

AGENDA ITEM #34.b.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

December 9, 2013

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

RE: Request for Reconsideration of Denial of Requests for Waiver or Refund of Penalty and Interest as Recommended by Penalty & Interest Review Committee - Postmarks

Dear Judge Henry:

The Penalty & Interest Review Committee met November 13, 2013 and, based on a review of all available information, denied the following requests for waiver or refund of penalty and interest. Inasmuch as each pertain to late postmarks (February 1), we are submitting them together for your consideration. Those included have responded within the 21 days required for reconsideration by Commissioners. The property owner requests, the Committee Findings and Recommendation and my letter of notification to these property owners are included for your convenience.

Account Number	Property Owner	Tax Year	Amount of Waiver or Refund
R394925	Lawrence, Paul D	2012	$238.44
R306209	Bohn, Robert & Carolyn	2012	$441.97
R132958	Bohn, Robert & Carolyn	2012	$563.90
P504509	Lyle, Michelle	2012	$35.24
R133377	Lyle, Brent & Michelle	2012	$593.75
R408343	Lyle, Brent & Michelle	2012	$33.58

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Paul Lawrence
212 Pebble Canyon Lane
Dickinson TX 77539-6372
713-482-8771
FlankerN7@aol.com

December 3, 2013

Cheryl E Johnson
Galveston County Tax Assessor Collector
722 Moody
Galveston TX 77550-2317

CERTIFIED MAIL 7012 3050 0000 1474 1852

Dear Ms Johnson,

My name is Paul Lawrence (1380002000500O/R394925). I am writing you in response to your letter dated November 18, 2013.

Please let this letter stand as my answer of yes to schedule a meeting with the Commissioners to discuss the penalty I was charged this year. I have paid the balance due and a processing fee.

Please start the process for this procedure.

To make sure this letter reaches you in time, I am faxing, mailing (Return Receipt) and emailing this letter to you. At least one copy should reach you in time and be attached to my file.

Thank you for your time.

Sincerely,

Paul Lawrence

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Mr. Paul Lawrence
212 Pebble Canyon Lane
Dickinson, Texas 77539

Re: Request for Waiver or Refund of Penalty and Interest Account #1382-0002-0005-000

Dear Mr. Lawrence:

You submitted a request for waiver or refund of penalty and interest based on a late postmark. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised.

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date.

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lawrence, Paul

Account #(s): 1382-0002-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Boyd rule. – timeliness –
postmark 2/1/13

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Court House
722 Moody Avenue
Galveston, Texas 77550

Re: Account # 4766-0000-0005-000
Account # 7137-0000-0062-001

Ms. Johnson,

We have received your letter denying our request to waive the penalties and interests on our properties due to late postmarks. We would like to request to have the County Commissioners Court reconsider our request. Please advise us the date for us to appear on this matter.

Sincerely,

Carolyn Bohn

Carolyn Bohn

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Robert & Carolyn Bohn
718 Buttonwood
Texas City, Texas 77591

Home made

Re: Request for Waiver or Refund of Penalty and Interest
Account #7137-0000-0062-001& 4766-0000-0005-000

Dear Mr. & Mrs. Bohn:

You submitted requests for waiver or refund of penalty and interest based on late postmarks. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised. !!

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date. Dec 5th

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481. Please note, I have included Mr. and Mrs. Lyle on this letter inasmuch as your requests were sent together.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

cc: Michelle & Brent Lyle

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bohn, Robert & Carolyn w/Lyle R 306209

Account #(s): 7137-0000-0062-001

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Based on postmark; however notify owners that based on Boyd may want to appeal/appeal in CC.

POSTMARK 2/1

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bohn, Robert & Carolyn w/Lyle

R132958

Account #(s): 4766-0000-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Clavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Court House
722 Moody Avenue
Galveston, Texas 77550

Re: Account #8600-0587-0199-000
Account # 5242-0000-0026-003
Account # 5242-0000-0024-001

Ms. Johnson,

We have received your letter denying our request to waive the penalties and interests on our properties due to late postmarks. We would like to request to have the County Commissioners Court reconsider our request. Please advise us the date for us to appear on this matter.

Sincerely,

Michelle Lyle

Michelle Lyle

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl E Johnson@co galveston tx.us

November 18, 2013

Michelle & Brent Lyle
8901 Monticello
Texas City, Texas 77591

Re: Request for Waiver or Refund of Penalty and Interest
Account #8600-0587-0199-000 #5242-0000-0026-003
#5242-0000-0024-001

Dear Mr. & Mrs. Lyle:

You submitted requests for waiver or refund of penalty and interest based on late postmarks. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised.

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date.

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481. Please note, I have included Mr. and Mrs. Bohn on this letter inasmuch as your requests were sent together.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

✓ cc: Robert & Carolyn Bohn

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

P504509

Owner Name(s): Lyle, Michelle w/ Bohn

Account #(s): 8600-0587-0199-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Cavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co galveston tx us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lyle, Brent & Michelle w/Bohn

Account #(s): 5242-0000-0024-001

R133377

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lyle, Michelle & Brent

Account #(s): 5242-0000-0026-003

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [X] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Cavaglia

AGENDA ITEM #34.b.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

December 9, 2013

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

RE: Request for Reconsideration of Denial of Requests for Waiver or Refund of Penalty and Interest as Recommended by Penalty & Interest Review Committee - Postmarks

Dear Judge Henry:

The Penalty & Interest Review Committee met November 13, 2013 and, based on a review of all available information, denied the following requests for waiver or refund of penalty and interest. Inasmuch as each pertain to late postmarks (February 1), we are submitting them together for your consideration. Those included have responded within the 21 days required for reconsideration by Commissioners. The property owner requests, the Committee Findings and Recommendation and my letter of notification to these property owners are included for your convenience.

Account Number	Property Owner	Tax Year	Amount of Waiver or Refund
R394925	Lawrence, Paul D	2012	$238.44
R306209	Bohn, Robert & Carolyn	2012	$441.97
R132958	Bohn, Robert & Carolyn	2012	$563.90
P504509	Lyle, Michelle	2012	$35.24
R133377	Lyle, Brent & Michelle	2012	$593.75
R408343	Lyle, Brent & Michelle	2012	$33.58

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Paul Lawrence
212 Pebble Canyon Lane
Dickinson TX 77539-6372
713-482-8771
FlankerN7@aol.com

December 3, 2013

Cheryl E Johnson
Galveston County Tax Assessor Collector
722 Moody
Galveston TX 77550-2317

CERTIFIED MAIL 7012 3050 0000 1474 1852

Dear Ms Johnson,

My name is Paul Lawrence (1380002000500O/R394925). I am writing you in response to your letter dated November 18, 2013.

Please let this letter stand as my answer of yes to schedule a meeting with the Commissioners to discuss the penalty I was charged this year. I have paid the balance due and a processing fee.

Please start the process for this procedure.

To make sure this letter reaches you in time, I am faxing, mailing (Return Receipt) and emailing this letter to you. At least one copy should reach you in time and be attached to my file.

Thank you for your time.

Sincerely,

Paul Lawrence

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Mr. Paul Lawrence
212 Pebble Canyon Lane
Dickinson, Texas 77539

Re: Request for Waiver or Refund of Penalty and Interest Account #1382-0002-0005-000

Dear Mr. Lawrence:

You submitted a request for waiver or refund of penalty and interest based on a late postmark. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised.

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date.

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lawrence, Paul

Account #(s): 1382-0002-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Boyd rule. – timeliness –
postmark 2/1/13

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Court House
722 Moody Avenue
Galveston, Texas 77550

Re: Account # 4766-0000-0005-000
Account # 7137-0000-0062-001

Ms. Johnson,

We have received your letter denying our request to waive the penalties and interests on our properties due to late postmarks. We would like to request to have the County Commissioners Court reconsider our request. Please advise us the date for us to appear on this matter.

Sincerely,

Carolyn Bohn

Carolyn Bohn

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Robert & Carolyn Bohn
718 Buttonwood
Texas City, Texas 77591

Home made

Re: Request for Waiver or Refund of Penalty and Interest
Account #7137-0000-0062-001& 4766-0000-0005-000

Dear Mr. & Mrs. Bohn:

You submitted requests for waiver or refund of penalty and interest based on late postmarks. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised. !!

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date. Dec 5th

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481. Please note, I have included Mr. and Mrs. Lyle on this letter inasmuch as your requests were sent together.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

cc: Michelle & Brent Lyle

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bohn, Robert & Carolyn w/Lyle R 306209

Account #(s): 7137-0000-0062-001

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Based on postmark; however notify owners that based on Boyd may want to appeal/appeal in CC.

POSTMARK 2/1

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bohn, Robert & Carolyn w/Lyle

R132958

Account #(s): 4766-0000-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Clavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Court House
722 Moody Avenue
Galveston, Texas 77550

Re: Account #8600-0587-0199-000
Account # 5242-0000-0026-003
Account # 5242-0000-0024-001

Ms. Johnson,

We have received your letter denying our request to waive the penalties and interests on our properties due to late postmarks. We would like to request to have the County Commissioners Court reconsider our request. Please advise us the date for us to appear on this matter.

Sincerely,

Michelle Lyle

Michelle Lyle

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl E Johnson@co galveston tx.us

November 18, 2013

Michelle & Brent Lyle
8901 Monticello
Texas City, Texas 77591

Re: Request for Waiver or Refund of Penalty and Interest
Account #8600-0587-0199-000 #5242-0000-0026-003
#5242-0000-0024-001

Dear Mr. & Mrs. Lyle:

You submitted requests for waiver or refund of penalty and interest based on late postmarks. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised.

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date.

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481. Please note, I have included Mr. and Mrs. Bohn on this letter inasmuch as your requests were sent together.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

✓ cc: Robert & Carolyn Bohn

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

P504509

Owner Name(s): Lyle, Michelle w/ Bohn

Account #(s): 8600-0587-0199-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Cavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co galveston tx us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lyle, Brent & Michelle w/Bohn

Account #(s): 5242-0000-0024-001

R133377

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lyle, Michelle & Brent

Account #(s): 5242-0000-0026-003

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [X] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Cavaglia

AGENDA ITEM #34.b.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

December 9, 2013

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

RE: Request for Reconsideration of Denial of Requests for Waiver or Refund of Penalty and Interest as Recommended by Penalty & Interest Review Committee - Postmarks

Dear Judge Henry:

The Penalty & Interest Review Committee met November 13, 2013 and, based on a review of all available information, denied the following requests for waiver or refund of penalty and interest. Inasmuch as each pertain to late postmarks (February 1), we are submitting them together for your consideration. Those included have responded within the 21 days required for reconsideration by Commissioners. The property owner requests, the Committee Findings and Recommendation and my letter of notification to these property owners are included for your convenience.

Account Number	Property Owner	Tax Year	Amount of Waiver or Refund
R394925	Lawrence, Paul D	2012	$238.44
R306209	Bohn, Robert & Carolyn	2012	$441.97
R132958	Bohn, Robert & Carolyn	2012	$563.90
P504509	Lyle, Michelle	2012	$35.24
R133377	Lyle, Brent & Michelle	2012	$593.75
R408343	Lyle, Brent & Michelle	2012	$33.58

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Paul Lawrence
212 Pebble Canyon Lane
Dickinson TX 77539-6372
713-482-8771
FlankerN7@aol.com

December 3, 2013

Cheryl E Johnson
Galveston County Tax Assessor Collector
722 Moody
Galveston TX 77550-2317

CERTIFIED MAIL 7012 3050 0000 1474 1852

Dear Ms Johnson,

My name is Paul Lawrence (1380002000500O/R394925). I am writing you in response to your letter dated November 18, 2013.

Please let this letter stand as my answer of yes to schedule a meeting with the Commissioners to discuss the penalty I was charged this year. I have paid the balance due and a processing fee.

Please start the process for this procedure.

To make sure this letter reaches you in time, I am faxing, mailing (Return Receipt) and emailing this letter to you. At least one copy should reach you in time and be attached to my file.

Thank you for your time.

Sincerely,

Paul Lawrence

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Mr. Paul Lawrence
212 Pebble Canyon Lane
Dickinson, Texas 77539

Re: Request for Waiver or Refund of Penalty and Interest Account #1382-0002-0005-000

Dear Mr. Lawrence:

You submitted a request for waiver or refund of penalty and interest based on a late postmark. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised.

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date.

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lawrence, Paul

Account #(s): 1382-0002-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Boyd rule. – timeliness –
postmark 2/1/13

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Court House
722 Moody Avenue
Galveston, Texas 77550

Re: Account # 4766-0000-0005-000
Account # 7137-0000-0062-001

Ms. Johnson,

We have received your letter denying our request to waive the penalties and interests on our properties due to late postmarks. We would like to request to have the County Commissioners Court reconsider our request. Please advise us the date for us to appear on this matter.

Sincerely,

Carolyn Bohn

Carolyn Bohn

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl.E.Johnson@co.galveston.tx.us

November 18, 2013

Robert & Carolyn Bohn
718 Buttonwood
Texas City, Texas 77591

Home made

Re: Request for Waiver or Refund of Penalty and Interest
Account #7137-0000-0062-001& 4766-0000-0005-000

Dear Mr. & Mrs. Bohn:

You submitted requests for waiver or refund of penalty and interest based on late postmarks. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised. !!

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date. Dec 5th

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481. Please note, I have included Mr. and Mrs. Lyle on this letter inasmuch as your requests were sent together.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

cc: Michelle & Brent Lyle

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bohn, Robert & Carolyn w/Lyle R 306209

Account #(s): 7137-0000-0062-001

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

Based on postmark; however notify owners that based on Boyd may want to appeal/appeal in CC.

POSTMARK 2/1

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Bohn, Robert & Carolyn w/Lyle

R132958

Account #(s): 4766-0000-0005-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Clavaglia

Cheryl E. Johnson, RTA
Assessor and Collector of Taxes
Galveston County
Galveston County Court House
722 Moody Avenue
Galveston, Texas 77550

Re: Account #8600-0587-0199-000
Account # 5242-0000-0026-003
Account # 5242-0000-0024-001

Ms. Johnson,

We have received your letter denying our request to waive the penalties and interests on our properties due to late postmarks. We would like to request to have the County Commissioners Court reconsider our request. Please advise us the date for us to appear on this matter.

Sincerely,

Michelle Lyle

Michelle Lyle

Cheryl E. Johnson, RTA

Assessor and Collector of Taxes
Galveston County
Galveston County Courthouse
722 Moody Avenue, Galveston, Texas 77550
Toll Free: 877-766-2284 Fax: 409-766-2479 Office: 409-765-3277
Cheryl E Johnson@co galveston tx.us

November 18, 2013

Michelle & Brent Lyle
8901 Monticello
Texas City, Texas 77591

Re: Request for Waiver or Refund of Penalty and Interest
Account #8600-0587-0199-000 #5242-0000-0026-003
#5242-0000-0024-001

Dear Mr. & Mrs. Lyle:

You submitted requests for waiver or refund of penalty and interest based on late postmarks. The Penalty & Interest Review Committee met and, based upon information provided, has denied the request inasmuch as the Property Tax Code (under Section 1.08 Timeliness of Action by Mail) provides no opportunity for allowances.

With that said, Commissioners have previously granted waivers or refunds for late postmarks due to unreliability of the United States Postal Service; thus, you have the right under the Property Tax Code to have County Commissioners Court reconsider your request. Your attendance at the meeting at which your case may be reconsidered, is advised.

Please contact our office via telephone, mail, email or fax within 21 days and we will have your case placed on the next Commissioners agenda. Commissioners meet every other week at 1:30 pm in the County Courthouse, 722 Moody (21st Street) in Galveston. You will receive a letter from the Office of the County Judge indicating the scheduled meeting date.

Please note that the penalty and interest in dispute will NOT be due until a final determination is made by Commissioners, whether reconsideration or ratification of the Committee decision. At that time, you must remit the balance within 21 days to avoid accruing additional penalty and interest.

If you have questions, please contact a Property Tax Specialist toll free at 1-877-766-2284 or, in Galveston, at 1-409-766-2481. Please note, I have included Mr. and Mrs. Bohn on this letter inasmuch as your requests were sent together.

Sincerely,

Cheryl E. Johnson

Cheryl E. Johnson, RTA

✓ cc: Robert & Carolyn Bohn

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

P504509

Owner Name(s): Lyle, Michelle w/ Bohn

Account #(s): 8600-0587-0199-000

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Cavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co galveston tx us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lyle, Brent & Michelle w/Bohn

Account #(s): 5242-0000-0024-001

R133377

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [✓] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Ciavaglia

Cheryl E. Johnson, RTA
Galveston County Tax Assessor Collector
722 Moody Avenue, Galveston, Texas 77550
Toll Free All Departments 1-877-766-2284
galcotax@co.galveston.tx.us

Penalty & Interest Review Committee
Findings and Recommendation

Owner Name(s): Lyle, Michelle & Brent

Account #(s): 5242-0000-0026-003

Date Considered: November 13, 2013

Recommendation: [ ] Grant Waiver [X] Deny Waiver [ ] Deny due to failure to respond

Basis for Recommendation:

See 7137-0000-0062-001

Reviewers:

Cheryl E. Johnson, RTA

Rachael Crider, RPA

Mark Cavaglia