



**Galveston County – Grant Administration Department
TDEM-HMGP Contracts DR-4332-0025 and DR-4332-0239
Engineering Homeowner Payment**

Date Payment received: 8/6/2025

Homeowner Name(s): Israel Antonio Magana and Nely Roxana Magana

Project Address: 7128 Avenue Q 1/2, Galveston, TX 77551

HMGP Project Number: E140-239

Payment Type: Casheir Check

Check #: 6374702253

Amount: \$ 4237.50

Payment for Engineering Services from Aran & Franklin Engineering, Inc.

Design Fee: \$ 4500.00

High Elevation: \$ 1600.00

Inspections: \$ 2500.00

Technical Report: \$ 3800.00

Elevation Certificate: \$ 1200.00

Topographical Survey: \$ 850.00

Final Survey: \$ 500.00

Ground Penetrating Radar: \$ 2000.00

Total: \$ 16,950.00

Federal Share (75%): \$ 12,712.50

Homeowner (25%): \$ 4237.50

HMGP Elevation – Batch 1
2890-299237-4401050

HMGP Elevation – Batch 3
2890-299238-4401050 **E140-239**

Received by County/Employee: Faisel Nofal

Date submitted to Treasurers Office: _____

BANK OF AMERICA

Not valid for cashing. In the event this check is lost, voided, stolen, a sworn statement and 90-day waiting period will be required prior to replacement. This check should be negotiated within 90 days.

VOID AFTER 90 DAYS

30-17140

Date 08/03/23 09:14:36 AM

WEST GALVESTON

745 0000450 003

Pay



BANK OF AMERICA

****\$4,237.50****

****Four Thousand Two Hundred Thirty Seven and 50/100 Dollars****

To The **GALVESTON COUNTY**
Order Of

Remitter (Purchased By) **NELY ROXANA MARTINEZ DE MAGANA**

Bank of America, N.A.
SAN ANTONIO, TX

AUTHORIZED SIGNATURE

THE ORIGINAL DOCUMENT HAS A WHITE REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.

Nofal, Faisel

To: ismagana1986@gmail.com
Cc: Thomas, Elizabeth
Subject: 7128 Avenue Q 1/2 , Galveston, TX 77551 ✓

F 140

Dear Homeowner,

Galveston County is pleased to inform you that we are ready to sign the Engineering Tri- Party Contract. Attached here is the contract for your review. Upon your agreement to the terms please, contact me to set up an appointment to meet in my office for a signature. The contract is required you to bring **a cashier check with the amount of four thousand two hundred thirty seven dollar and fifty cent (\$4237.50).**

I would appreciate it if I get an answer from you within a week.

Thank you for taking the time to read my email and looking forward to meet with you.

Respectfully,



County of
Galveston

Faisel Nofal

Grant Coordinator II
Department Of Professional Services

☎ (409) 786-1407

✉ faisel.nofal@galvestoncountytx.gov

📍 722 Moody Avenue, Galveston, Texas 77550

TRI-PARTY ELEVATION ENGINEERING AGREEMENT

Texas Division of Emergency Management
Hazard Mitigation Grant Program (HMGP)
Awarding Federal Agency: Federal Emergency Management Agency
Contract Number: DR-4332-0025 & 0239

INTRODUCTION OF CONTRACT PARTIES

This Tri-Party Elevation Engineering Agreement (further known as AGREEMENT) is made by, between, and among the **County of Galveston, Texas** (further known as COUNTY),

Israel Antonio Magana and Nely Roxana Magana, (further known as PROPERTY OWNER) and **Aran & Franklin Engineering, Inc.** (further known as ENGINEER), each of whom is a PARTY to this agreement and who are collectively further known as the PARTIES, and this agreement is effective upon the full execution of this AGREEMENT with the date of the last PARTY's signature.

This AGREEMENT pertains solely to engineering services under the HMGP program and does not include construction services.

PROPERTY OWNER

All persons and/or entities listed on the official real property Title/Deed filed at the Galveston County Clerk's Office must sign and acknowledge receipt of this agreement and any associated communications.

All owners listed on the deed must be verified through official property records prior to execution. Title/Deed for the PROPERTY lists the following as the official address for the property:

Lot One (1) and the West 5 feet of Lot Three (3), of Jones Garden Homes, a subdivision in Galveston County, Texas, according to the map or plat thereof recorded in Volume 707, Page 56 and transferred to Plat Record 12, Map No. 58 in the Office of the County Clerk of Galveston County, Texas.

Title/Deed for the PROPERTY lists the following person(s)/entity(s) name(s):

Israel Antonio Magana and Nely Roxana Magana

In exchange for the mutual promises contained in this agreement, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged and confessed, the PARTIES agree to the following:

ARTICLE I. DESCRIPTION OF PROFESSIONAL SERVICES

I.A.M

ENGINEER shall perform professional services associated with testing and engineering design for the structure located at 7128 Avenue Q ½, Galveston, Tx 77551, as described in EXHIBIT A – ENGINEER’S COST ESTIMATE.

The NOTICE TO PROCEED shall be issued after a Purchase Order for this property has been issued by the COUNTY’s Purchasing Agent.

The services shall be provided subject to the terms and conditions of this AGREEMENT and the contract between the COUNTY and the ENGINEER attached as EXHIBIT B.

ARTICLE II. ADMINISTRATIVE CONTACTS

The following persons are designated by each respective PARTY to serve as the PARTY’s contact for purposes of administering this AGREEMENT:

GALVESTON COUNTY:

Elizabeth (Betsy) Thomas
722 Moody, 3rd Floor
Galveston, Texas 77550
409-770-5355
Elizabeth.thomas@co.galveston.tx.us

Aran & Franklin Engineering, Inc.

Chandra Franklin Womack, PE
8419 Emmett F Lowry Expressway
Texas City, TX 77591
409-935-5200
chandra@aranfranklin.com

COUNTY AGENT:

Faisel Nofal
722 Moody, 3rd Floor
Galveston, Texas 77550
409-770-2497
Faisel.nofal@galvestoncountytexas.gov

COUNTY AGENT:

Rebecca Whitlock, GrantWorks
2201 Northland Drive
Austin, Texas 78756
346-471-5828
rebecca.whitlock@grantworks.net

PROPERTY OWNER ADMINISTRATIVE CONTACT(S)*:

Name(s): Israel Anthonio Magana and Nely Roxana Magana
Address: 7128 Avenue Q 1/2 , Galveston, TX 77551
Phone: 409-502-9847 409-939-9364
Email: ismagana1986@gmail.com

*Only those persons/entities listed within the real property records on file in the Office of the Galveston County Clerk as a Grantee of the PROPERTY may serve as the PROPERTY OWNER’S designated contact(s) under the AGREEMENT. If the PROPERTY OWNER’s wish to designate any other person, the PROPERTY OWNER must provide a certified copy of a Power of Attorney covering such transaction to the COUNTY or provide a certified copy of Letters of Appointment as Guardian of the Estate covering the person listed as the Grantee of the

PROPERTY. Such certified documents must be on file with the COUNTY prior to the execution of this AGREEMENT and a copy attached as EXHIBIT C.

ARTICLE III. ACRONYMS AND DEFINITIONS

A. Acronyms. The following acronyms have the meanings ascribed below for the purpose of this AGREEMENT:

1. ADA means the American with Disabilities Act and implementing regulations.
2. FEMA means the United States Department of Homeland Security Federal Emergency Management Agency.
3. GSA means the United States General Services Administration.
4. HMA Unified Guidance means the Hazard Mitigation Assistance Unified Guidance published June 1, 2010, by FEMA, which governs HMGP program implementation requirements.
5. ICC means Increased Cost of Compliance and refers to the coverage under the National Flood Insurance Program.
6. NFIA means the National Flood Insurance Act of 1968, as amended.
7. NFIP means the National Flood Insurance Program.
8. HMGP means the Hazard Mitigation Grant Program.
9. TDEM means the Texas Division of Emergency Management.
10. TWIA means the Texas Windstorm Insurance Association.

B. Definitions. The following terms shall have the meanings ascribed herein for the purposes of this AGREEMENT. Defined terms are also indicated by the use of all capitalized letters or parenthesis.

1. **AGREEMENT** means this Tri-Party Elevation Engineering Agreement. All EXHIBITS attached hereto are incorporated into and made a part of this AGREEMENT. The following EXHIBITS are included:
 - a. EXHIBIT A. ENGINEER'S COST ESTIMATE
 - b. EXHIBIT B. Contract between the COUNTY and ENGINEER
 - c. EXHIBIT C. Any applicable Power of Attorney or Letters of Appointment as Guardian of Estate
 - d. EXHIBIT D. DUTY TO INFORM form from PROPERTY OWNER
 - e. EXHIBIT E. Blank FEMA Elevation Certificate and Instruction (2012 Edition) (FEMA Form 086-0-33) as an example.
 - f. EXHIBIT F. EXAMPLE - MITIGATION OFFER/Declination Notice
 - g. EXHIBIT G. TDEM-specific clauses
 - h. EXHIBIT H. FEMA Record of Environmental Consideration
 - i. EXHIBIT I. Sample Engineering and Construction Schedule
 - j. EXHIBIT J. Proof of Medical Need
 - k. EXHIBIT K. Conflict of Interest Disclosure
2. **CHANGE ORDER** means any change to the elements of this AGREEMENT, which requires review, agreement, and signature by all three PARTIES: the COUNTY, the ENGINEER, and the PROPERTY OWNER.

3. **COMMENCEMENT DATE** means the date represented on the NOTICE TO PROCEED from the COUNTY to the ENGINEER, which marks the official start of the engineer-design process as authorized by the COUNTY. The NOTICE TO PROCEED will not be issued until the COUNTY's Purchasing Agent has approved and issued a Purchase Order.
4. **COMPLETION DATE** means the expected date the engineering design will be complete. Any additional time needed for engineering design will require a CHANGE ORDER to this agreement. All extensions must be reviewed and approved by the COUNTY.
5. **COUNTY** means the County of Galveston, Texas, a political subdivision of the State of Texas, serving as the subrecipient under TDEM and providing program oversight through its contracted grant administrator.
6. **COUNTY AGENT** means any person, department, or contractor assigned or authorized by the COUNTY to perform duties under this AGREEMENT, including grant administration.
7. **ENGINEERING COST ESTIMATE** means the projected amount from the ENGINEER to inspect, assess, test, and design the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS for the PROPERTY.
8. **ENVIRONMENTAL STANDARDS** means the applicable environmental standards established under 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 U.S.C. 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), as applicable to engineering-related assessments and documentation under this AGREEMENT.
9. **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** means the engineered design from the ENGINEER for an individual property that has been reviewed, approved, sealed by the licensed ENGINEER, and signed by an authorized representative of the COUNTY. The plans must not include any design elements outside the scope of work approved in the grant agreement.
10. **FINAL COMPLETION** means the point when the ENGINEER has fulfilled all obligations under this AGREEMENT and the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS have been accepted by an authorized representative of the COUNTY. The plans must not include any design elements outside the scope of work

approved by the grant agreement. Final Completion occurs when the following have been completed and submitted to the COUNTY:

- a. Engineering deliverables outlined in the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**.
- b. All field reports, inspection notes, and verification of engineered recommendations provided.
- c. A complete list of any subcontractors or third-party professionals who performed work on, or contributed to, the engineering deliverables.
- d. Confirmation that all utilities and access conditions relevant to the design scope were properly assessed.
- e. A preliminary elevation certificate or benchmark recommendation may be included by the ENGINEER, but the final FEMA Elevation Certificate (FEMA Form 086-0-33; see EXHIBIT B) will be provided post-construction.
- f. Any additional items specifically required by the COUNTY under this AGREEMENT.

11. FULL ELEVATION CONTRACT AMOUNT means the total amount for both phases:

- a. the **ENGINEERING PHASE**, which includes initial inspections, testing, and the development of the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**; and
- b. the **CONSTRUCTION PHASE**, which includes the bidding process, assessments, and elevation of the structure as identified in the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS** produced during Phase One.

This amount does not include any work beyond the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**

12. IMPROVEMENTS mean the structure and related improvements on the **PROPERTY** that are eligible for elevation under the HMGP grant program guidelines, as outlined in the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**. The HMGP grant program guidelines state elevation of a structure may consist of the following:

- a. Slab elevation.
- b. Slab separation and elevation.
- c. Pier and beam elevation.
- d. Piling and beam elevation.
- e. Demolition/Removal.
- f. Engineering Design.
- g. Construction, and/or
- h. Other required items as specified in the **FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS**.

13. **MATCH AMOUNT** means the 25% match required to be paid by the PROPERTY OWNER as required by the HMGP grant guidelines.
14. **MITIGATION OFFER** means the amount equal-to the “Total Budgeted PROJECT HARD COSTS minus NON-ELEVATION COSTS” as described in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS, in accordance with the terms and condition of this AGREEMENT. The price for specific items of work will be stated in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.
15. **MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA** means the mandatory form recorded with the property deed that confirms the PROPERTY OWNER’s acceptance of grant program conditions, including the ongoing requirement to maintain National Flood Insurance Program (NFIP) coverage and comply with applicable floodplain management regulations.
16. **NON-ELEVATION COSTS** mean costs related to assessments, inspections, or recommendations made by the ENGINEER that are **outside the FEMA-approved scope** for elevation under the HMGP program. These may include recommendations for cosmetic repairs, remodels, additions, or unrelated code upgrades that are not essential to the elevation design. Such costs are **not reimbursable** under the HMGP grant and must be excluded from the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.
17. **NOTICE TO TEMPORARILY VACATE** means the notice to PROPERTY OWNER once the ELEVATION CONSTRUCTION CONTRACTOR has been awarded for the IMPROVEMENTS and they notify the COUNTY they will be ready to commence with construction within thirty (30) days.
18. **PRIMARY RESIDENCE** means a dwelling that the PROPERTY OWNER has actually lived in for eighty percent (80%) of the prior consecutive 365 days or eighty percent (80%) of the period of ownership if the period of ownership is less than 365 days. Evidence of PRIMARY RESIDENCE may be established by providing copies of current driver’s license, homestead exemption and/or like documents.
19. **PROGRAM** means the Galveston County Hazard Mitigation Grant Program (HMGP) where the COUNTY and the Texas Division of Emergency Management (TDEM) entered into contract number(s) DR-4332-0025 and DR-4332-0239 for the administration of this elevation grant program.
20. **PROJECT HARD COSTS** mean the total cost of the project including ELEVATION and NON-ELEVATION COSTS as identified in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS as well as TEMPORARY HOUSING.

21. **PROPERTY** means a specified parcel of real property that is the site of the structure to be elevated and includes the real property (land), the structure (e.g., home) and other improvements on the real property parcel.
22. **PROPERTY OWNER** means the eligible applicant(s) and recipient of the HMGP Elevation grant funds under this AGREEMENT as identified in the Introduction and Article II: Administrative Contacts of this AGREEMENT.
23. **RFQ** means **Request for Qualifications #B242004 issued by Galveston County** for the purpose of selecting and contracting with the ENGINEER to perform eligible engineering services under this AGREEMENT.
24. **TEMPORARY HOUSING** means a place to live for a limited period of time and for the purposes of this AGREEMENT and means the lodging costs incurred by the PROPERTY OWNER during the period of time that the PROPERTY OWNER is displaced from their PRIMARY RESIDENCE due to eligible elevation activities directly associated with this PROGRAM. TEMPORARY HOUSING is eligible for reimbursement to the PROPERTY OWNER only if the PROPERTY is proven to be the PRIMARY RESIDENCE of the PROPERTY OWNER and the costs are directly attributable to the period of time the PROPERTY OWNER is displaced from the PRIMARY RESIDENCE due to eligible activities directly associated with the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS but does not include food, transportation costs or time associated with the activities associated with any NON-ELEVATION COSTS. TEMPORARY HOUSING costs eligible for reimbursement under the HMGP grant program are limited to reasonable lodging expenses and must be supported by receipts and proof of payment submitted by the PROPERTY OWNER to the COUNTY. These costs are eligible for **75% reimbursement through the HMGP grant, with the remaining 25% to be paid by the PROPERTY OWNER** as required by the program's cost-share requirements. TEMPORARY HOUSING costs are considered reasonable if the amounts are less than or equal to the per diem lodging rates established by the U.S. General Services Administration (GSA) for the WORKSITE location.
25. **WORK ORDER** means the work detail and project cost as defined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.
26. **WORKSITE** means the site within the PROPERTY where the elevation is occurring and any surrounding area within the PROPERTY necessary for the ELEVATION CONSTRUCTION CONTRACTOR's ingress to or egress from the property (entry or exit) to perform the elevation activities as defined in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.

ARTICLE IV. ENGINEERING SERVICES COST SHARING AND PAYMENT SCHEDULE

This Article outlines the engineering-related financial obligations only and does not authorize or initiate construction activities.

1. Financial Summary:

ENGINEERING COST ESTIMATE	\$ 16,950.00
COUNTY's Financial Responsibility (75%)	\$ 12,712.50
PROPERTY OWNER MATCH AMOUNT (25%)	\$ 4,237.50

2. Payments from PROPERTY OWNER

- a. Payment of the required 25% match from the PROPERTY OWNER in the form of a cashier's check is due at the time this AGREEMENT is signed. Payments will be deposited in a designated account at the COUNTY and a NOTICE TO PROCEED will be issued to the ENGINEER, which will allow the ENGINEER to proceed with inspections, assessments, testing and engineering activities.

ARTICLE V. PROPERTY OWNER'S OBLIGATIONS

- A. **MATCH AMOUNT:** As outlined in Article IV, the required 25% match must be paid by the Property Owner at the time of agreement execution.
- B. **REIMBURSEMENT:** If it is determined through assessments, inspections, and testing that the structure is not suitable for elevation, the ENGINEER will notify the COUNTY. The COUNTY will, in turn, notify the PROPERTY OWNER. A portion of the MATCH AMOUNT paid by the PROPERTY OWNER may be eligible for reimbursement, subject to COUNTY review and approval, depending on the stage of engineering services performed and allowable costs under the HMGP grant.
- C. **MAINTAIN NFIP INSURANCE:** The PROPERTY OWNER agrees to maintain flood insurance through the National Flood Insurance Program (NFIP) and not through private flood insurance programs, to insure against the loss of the real property in an amount at least equal to the project cost or assessed value of the real property (whichever is higher), and up to the NFIP maximum of \$250,000.
- D. The PROPERTY OWNER acknowledges and agrees that the following notice of NFIP flood insurance requirements shall be legally recorded in the Official Real Property Records of the Galveston County Clerk's Office and will include: 1) The name of the current PROPERTY OWNER, 2) The book and page reference to record the current title, and 3) The legal description of the PROPERTY, and will state the following:

"This property has received Federal Hazard Mitigation Assistance. Federal Law requires that NFIP 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. 515a, 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."

I.A.M.
N.R.M.

Failure to comply with the NFIP insurance requirement may result in a lien on the PROPERTY.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION

- E. **TAXES:** PROPERTY OWNER shall pay all real estate taxes and assessments of every kind on PROPERTY before they become delinquent. The COUNTY may require, at any time, that the PROPERTY OWNER provides evidence that taxes have been paid and are current. Property taxes must either:
1. Be paid in full and current,
 2. Be under a formal deferral, or
 3. Be under an active and current payment plan with the Galveston County Tax Assessor and Collector.

This ensures the PROPERTY OWNER remains eligible to move forward in the PROGRAM.

- F. **COOPERATION:** PROPERTY OWNER will cooperate with the reasonable requests of the ENGINEER, COUNTY, COUNTY AGENTS and TDEM regarding requests related to activities required to develop the FINAL APPROVED ENGINEERING PLANS AND SPECIFICATIONS. Such requests include access to the property for inspections, assessments, testing, and any required site visits or progress reviews by the COUNTY and COUNTY AGENT.

- G. **DUTY TO INFORM:** PROPERTY OWNER is responsible for informing the ENGINEER of any known PROPERTY hazards including but not limited to:

Hazard	Present	Not-Present	Unknown
Asbestos			✓
Lead Paint		✓	
Buried Lines	✓		
Septic Systems		✓	
Water Wells	✓		
Bees		✓	
Propane Tanks		✓	
Sinkholes			✓
Other (specify):			

The PROPERTY OWNER shall disclose any conditions that could impact testing, design, or field operations. This section references the responses provided by the PROPERTY OWNER on the DUTY TO INFORM form included as EXHIBIT D.

- H. MEDICAL NEEDS:** PROPERTY OWNER is responsible for notifying ENGINEER before signing this AGREEMENT of any medical issues in the family which could entitle the PROPERTY OWNER to special types of accessibility accommodations. In a case where the PROPERTY OWNER or a member of the PROPERTY OWNER's family has a permanent physical disability, a licensed physician's written certification is required before handicapped/special needs access facilities can be allowed as an eligible cost of the project. Attach a copy of the Physician's written prescription for a medical need.

Person	Qualifying Disability	Physician's Written Certificate
>>>>>	>>>>> NO	>>>>>

- I. NO CHANGES TO THE FINAL APPROVED ENIGINERING PLAN AND SPECIFICAITONS:** PROPERTY OWNERS will have the opportunity to meet with the ENGINEER to discuss the engineered design of the elevation project. A final version with a rendering will be presented to the PROPERTY OWNER for review and any possible changes. Once the FINAL APPROVED ENGINEERING PLAN AND SPECIFICAITONS have been signed off on, no changes may be made without prior written approval from the COUNTY due to cost control and grant regulations. Any possible changes must be requested in writing and approved in writing by the COUNTY prior to implementation. **NO EXTRAS:** No unauthorized scope changes or additional services will be permitted from the ENGINEER without the COUNTY's prior written consent. This AGREEMENT pertains solely to engineering services. Any reference to construction or non-engineering activities is beyond the scope of this AGREEMENT and must be addressed separately through COUNTY approval.
- J. PRIOR LIEN HOLDER RIGHTS:** PROPERTY OWNER is required to certify by affidavit on EXHIBIT F the existence or non-existence of any prior lien (e.g., mortgage, deed of trust) on the PROPERTY. If such a lien exists, the PROPERTY OWNER must notify and obtain written consent from the lien holder before executing this AGREEMENT. PROPERTY OWNER further acknowledges that any existing lien on PROPERTY may include restrictions that prohibit the PROPERTY OWNER from entering into or performing this AGREEMENT. Failure to obtain such consent may constitute an event of default under the lien and could result in legal consequences, including foreclosure or loss of the PROPERTY. The COUNTY is not responsible for determining the existence of any lien or for securing consent from the lien holder. These responsibilities lie solely with the PROPERTY OWNER.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

K. PROPERTY OWNER'S REPRESENTATIONS: PROPERTY OWNER represents the following to the COUNTY and ENGINEER:

1. PROPERTY OWNER is the fee simple owner of the PROPERTY – meaning they are the complete and total owner of the PROPERTY, which gives them the right to do anything they wish on the land as long as it falls within the established easements and zoning laws.
2. PROPERTY OWNER affirms that, aside from a standard mortgage or first-lien deed of trust, the PROPERTY is free from additional liens, claims, unpaid assessments, or encumbrances that may affect participation in this PROGRAM. If required, the PROPERTY OWNER shall assist the COUNTY in obtaining any necessary documentation or notifications from lienholders.
3. No written contract (or affidavit regarding an oral contract) related to the engineering design or elevation of all or any portion of the IMPROVEMENTS has been recorded in the Office of the County Clerk of Galveston County. The PROPERTY OWNER affirms that no third-party agreements exist that may conflict with the scope, intent, or funding requirements of this AGREEMENT.
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 of this contract.
5. All financial statements delivered to the COUNTY by or on behalf of the PROPERTY OWNER are each true and correct in all respects and there has been no material adverse change in such statements as of the date of the signing of this contract.
6. PROPERTY OWNER 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 them insolvent. If solvency concerns exist or a bankruptcy has occurred, the PROPERTY OWNER must have disclosed them to the COUNTY prior to signing, and the COUNTY must execute this AGREEMENT with full awareness of such disclosures.

L. ASSIGNMENTS: PROPERTY OWNER shall not assign or otherwise transfer this AGREEMENT, in whole or in part, without prior written approval of the COUNTY. If such consent is granted, the COUNTY may require that the original PROPERTY OWNER remain responsible for obligations under this AGREEMENT unless the COUNTY approves a full substitution of parties in writing.

In the event of the death or incapacitation of the PROPERTY OWNER, any successor in interest (e.g., heir, executor, or legal representative) must promptly notify the COUNTY and submit documentation of legal authority. Such successor shall be required to either:

- (a) assume full responsibility under this AGREEMENT, subject to COUNTY approval; or
- (b) formally withdraw from the PROGRAM under COUNTY-defined procedures, which may include reimbursement obligations if Federal funds have been expended.

M. FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS will be presented to the PROPERTY OWNER for review, acceptance, and execution at the completion of the engineering phase. If the PROPERTY OWNER **accepts**, they must return an executed copy of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS to the COUNTY within **seven (7) calendar days** of the ENGINEER's presentation.

If the PROPERTY OWNER **does not accept**, they must provide written notice to the COUNTY within the same seven (7) calendar day period, stating the reason(s) for non-acceptance.

No further actions by the COUNTY or ENGINEER will proceed without written acceptance of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS by the PROPERTY OWNER. In cases where no response is received within the allotted time, the COUNTY reserves the right to determine the next steps, which may include pausing the project, issuing a formal withdrawal notice, or offering a limited extension.

N. INDEMNITY: To the extent permitted by law, the PROPERTY OWNER agrees to indemnify, defend, and hold harmless the COUNTY, the State of Texas, the ENGINEER, and any designated COUNTY AGENT from and against any and all claims, damages, losses, or expenses (including reasonable attorneys' fees) arising out of or resulting from the PROPERTY OWNER's negligent acts, errors, or omissions under this AGREEMENT.

O. STATE PROVISIONS: PROPERTY OWNER must comply with all applicable provisions listed in EXHIBIT G (TDEM-Specific Clauses) of this AGREEMENT.

ARTICLE VI. ENGINEER OBLIGATIONS

- A. Standards of Elevation:** In addition to the other requirements of this AGREEMENT, the IMPROVEMENTS will be engineered in a good and professional manner, fit for their intended purpose, fully equipped with materials of high quality, strictly in accordance with each of the following, as applicable: (i) the WORK ORDER; (ii) the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS; (iii) the RFQ; (iv) the Environmental Standards; (v) FEMA Floodplain regulations; (vi) if applicable, TWIA requirements, and (vii) all applicable federal, state, and local laws, rules and regulations including the International Residential Code (IRC) and Minimum Property Standards (MPS).
- B. No changes to the Scope of Work:** Once the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS are reviewed, agreed-upon, and signed, no changes shall be made except with the prior written approval of the COUNTY. This AGREEMENT does not authorize construction activities. Any construction or material changes made by an ELEVATION CONSTRUCTION CONTRACTOR or subcontractor must be addressed under a separate construction agreement and are subject to COUNTY review and approval.
- C. Corrective Action:** If the ENGINEER identifies any issues based on the engineering scope that may affect the design, safety, or feasibility of elevation activities, the ENGINEER

shall promptly notify the COUNTY and recommend corrective actions as appropriate. ENGINEER shall maintain a detailed record of all such issues, including documentation of any pre-existing damages observed during inspections or assessments. These damages must be clearly noted in the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS. The PROPERTY OWNER will be required to sign off on this documentation to acknowledge the condition of the property prior to elevation construction.

- D. **Records Retention:** ENGINEER shall keep and maintain all records associated with this AGREEMENT for a minimum of seven (7) years from the formal closure of the grant project with the State, or for the duration required by applicable Federal, State, or Local laws — whichever period is longer. ENGINEER shall allow the COUNTY reasonable access to the records in the ENGINEER's possession, custody, or control that the COUNTY deems necessary to assist in auditing the services, costs, and payments provided under this AGREEMENT. ENGINEER shall also allow reasonable access to representatives of the State of Texas granting agency, 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.
- E. **Prompt Payment:** ENGINEER will promptly pay all subcontractors or third-party professionals associated with assessments, preliminary elevation certificates (if applicable), testing, and other services associated with the development of the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS.
- F. **Allocation of Profit:** ENGINEER agrees that any monies received pursuant to this AGREEMENT shall first be applied to the payment of all outstanding invoices from subcontractors or service providers involved in assessments, testing, or other engineering tasks, before any portion is applied to ENGINEER's overhead or profit.
- G. **Debarment and Suspension:** ENGINEER certifies that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, Debarment and Suspension, or any other applicable federal responsibility matters. ENGINEER agrees to include this certification in all contracts between itself and any subcontractors associated with surveying, testing, or other activities conducted under this AGREEMENT. If at any time ENGINEER becomes noncompliant with Executive Order 12549 or other applicable regulations, it shall immediately notify the COUNTY in writing and refund any payments received under this AGREEMENT during the period of ineligibility.
- H. **Equal Opportunity / Non-Discrimination:** ENGINEER agrees to comply with all applicable Federal, State, and Local regulations relating to equal opportunity for all persons, without discrimination based on race, color, religion, national origin, sex, familial status, disability, or veteran status. ENGINEER further agrees to include this certification in all contracts with subcontractors or third parties engaged in surveying, testing, or other services performed under this AGREEMENT.
- I. **Assignment:** ENGINEER 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 ENGINEER of any of its responsibilities under this AGREEMENT. A violation of this prohibition shall be a

material default under the AGREEMENT and grounds for immediate termination of this AGREEMENT.

- J. **Latent Site Conditions:** Under no circumstances will the ENGINEER be responsible for any costs incurred with respect to hidden or unknown defects that exist at the project site. Any and all costs incurred by the ENGINEER in connection with identifying, addressing, or mitigating such latent or unknown conditions shall be recoverable by the ENGINEER, subject to prior written approval by the COUNTY.
- K. **Indemnity:** To the extent permitted by law, the ENGINEER agrees to indemnify, defend, and hold harmless the COUNTY, the State of Texas, and the PROPERTY OWNER from and against any claims, liabilities, damages, or expenses incurred by the COUNTY or PROPERTY OWNER, to the extent caused by the ENGINEER's negligent acts, errors, or omissions in connection with the performance of this AGREEMENT.
- L. **Note:** This AGREEMENT pertains solely to engineering services. Any references to construction activities in Article VI are for context or coordination purposes only. They do not expand the ENGINEER's scope, responsibilities, or liability to include construction services. All construction activities are governed under a separate agreement.
- M. **Conflict of Interest Disclosure:** The ENGINEER has completed and submitted a Conflict-of-Interest Questionnaire (CIQ) as required under Chapter 176 of the Texas Local Government Code. The completed CIQ is attached to this AGREEMENT as Exhibit K and is incorporated herein by reference. The ENGINEER agrees to update the CIQ within seven (7) days of any event that would require a change in the information disclosed. This obligation remains in effect throughout the term of this AGREEMENT.
- N. **DUE DILIGENCE RESPONSIBILITY:** ENGINEER is solely responsible for determining whether elevation activities will interfere with any recorded instrument, deed restriction, easement, or regulation affecting the PROPERTY. The COUNTY makes no warranty regarding title or encumbrances.

ARTICLE VII. GALVESTON COUNTY'S LIMITED OBLIGATIONS

- A. **Limited Obligation of COUNTY:** The COUNTY's obligation to the PROPERTY OWNER and ENGINEER, or either of them, is limited to disbursing the MITIGATION OFFER amount in accordance with the terms and conditions of this AGREEMENT. No additional obligation or liability is implied or assumed by the COUNTY beyond this disbursement.
- B. **Non-Responsibility of COUNTY for Third-Party Actions:** The COUNTY is not responsible for any of the following (this list is illustrative, and not exclusive):
 - a. The quality or timing of the ENGINEER's services to develop the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS;
 - b. The quality or timing of the elevation construction;
 - c. Resolution of disputes between the ENGINEER and PROPERTY OWNER;
 - d. Enforcement of this AGREEMENT, or any other agreement between the ENGINEER and the PROPERTY OWNER;
 - e. Payment of PROPERTY OWNER's funds to ENGINEER regarding excess engineering costs above the MITIGATION OFFER amount;
 - f. Removal of liens;
 - g. Curing title defects;

- h. Acts or omissions of the ENGINEER, PROPERTY OWNER, or other contractor or supplier.

C. Actions Do Not Create Duty: The COUNTY's funding activities under the PROGRAM do not create a legal duty to the ENGINEER or the PROPERTY OWNER. The COUNTY's actions or inactions in making inspections of the PROPERTY, procuring sworn statements and waivers of liens, screening ENGINEER and PROPERTY OWNER, approving contracts and subcontracts, and approving the FINAL APPROVED ENGINEERED PLANS AND SPECIFICATIONS will be taken by the COUNTY solely for its own protection. Except for the COUNTY's express obligations under this AGREEMENT, nothing herein shall be construed to create any obligation or liability on the part of the COUNTY to the ENGINEER, PROPERTY OWNER, or any other person with respect to any action, proper construction of the IMPROVEMENTS, performance of contracts or subcontracts by the ENGINEER or subcontractors, or prevention of claims for mechanic's liens.

D. Limitation of Warranties: To the fullest extent allowed by law, the COUNTY makes no warranties of any kind, express or implied, to the PROPERTY OWNER, and the PROPERTY OWNER waives all warranties and representations from the COUNTY, whether oral or written, whether expressed or implied, concerning the PROPERTY or IMPROVEMENTS, including, without limitation, any warranty of habitability, fitness for a particular purpose, or construction in a good and workmanlike manner. Nothing herein shall be construed to limit the ENGINEER's responsibilities to the PROPERTY OWNER.

ARTICLE VIII. DEFAULT AND REMEDIES

A. ENGINEER Default: ENGINEER will be in default under this AGREEMENT upon the occurrence of any of the following events:

- (i) ENGINEER 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) ENGINEER 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) ENGINEER commits a default under any other contract it has entered into with Galveston County.

In the event of the ENGINEER'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:

- a. Terminate this AGREEMENT on written notice to ENGINEER.
- b. Compel the ENGINEER to stop the work under this AGREEMENT on written notice to the ENGINEER, whereupon the ENGINEER shall withdraw from the project and assign to the COUNTY all subcontractors as the COUNTY may request, and transfer all assessments, testing, permitting, plans, and specifications developed to date as the COUNTY may direct.

- c. Complete the work, either with or without using ENGINEER's assessments, testing, permitting, plans, and specifications.
- d. Withhold payment of any further sums due to ENGINEER under this AGREEMENT, until after FINAL COMPLETION of the IMPROVEMENTS, whereupon the COUNTY shall determine the amount, if any, of damages caused by the ENGINEER's default, the amount to which ENGINEER 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 the ENGINEER for the use of the ENGINEER's assessments, testing, permitting, plans and specifications. Upon such determination, COUNTY shall pay to the ENGINEER the net amount which may be due, if any, in accordance with such determination.
- e. Sue ENGINEER for damages, injunctive, or equitable relief.

In addition to the remedies stated here, 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. PROPERTY OWNER's Default: PROPERTY OWNER will be in default under this AGREEMENT upon the occurrence of any of the following events:

- a. PROPERTY OWNER 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.
- b. PROPERTY OWNER becomes insolvent or unable to pay its debts as they become due, declares bankruptcy, or makes an assignment for the benefit of creditors.
- c. PROPERTY OWNER is in default under any other contract it has entered into with Galveston County.
- d. PROPERTY OWNER has misused the proceeds of this MITIGATION OFFER.
- e. PROPERTY OWNER has made material misrepresentations in connection with this AGREEMENT. In the event of PROPERTY OWNER's default, the 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 upon written notice to the PROPERTY OWNER.
 - ii. Direct the ENGINEER to stop the work under this AGREEMENT, either temporarily or permanently. Notwithstanding the foregoing, sums earned or incurred by the ENGINEER through the date of termination shall be preserved subject to COUNTY review.
 - iii. Withhold payment of any further sums due to the ENGINEER for any unearned portion of the activities described under this AGREEMENT.
 - iv. Pursue damages, injunctive, or equitable relief as permitted by law.

- C. **COUNTY's Discretionary Termination:** The COUNTY reserves the right to terminate this AGREEMENT, in whole or in part, upon written notice to the ENGINEER and PROPERTY OWNER, if continued performance is determined to be contrary to federal or state grant requirements, administratively infeasible, or inconsistent with the COUNTY's mitigation program objectives. In such an event, the COUNTY will compensate the ENGINEER for all eligible and documented services satisfactorily performed up to the effective date of termination, subject to FEMA and TDEM approval.

ARTICLE IX. MISCELLANEOUS PROVISIONS

- A. **Relationship of the parties to this AGREEMENT:** ENGINEER 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, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this AGREEMENT.
- B. **Immunity Retained:** The parties to this AGREEMENT 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 and all defenses, including but not limited to claims of sovereign, qualified, or official immunity, against 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 elected officials, officers, employees, or agents as a result of its execution of this AGREEMENT and performance of the covenants contained herein.
- C. **Inspection:** Representatives from the Federal Government, the State, the COUNTY, and their designees shall have the right to inspect all work performed under this AGREEMENT. ENGINEER and PROPERTY OWNER shall take all steps necessary to ensure that representatives from the Federal Government, the State, the COUNTY, or their designees are permitted to examine and inspect all documentation, assessments, testing results, permits, plans, and specifications related to this AGREEMENT. Such inspections shall not constitute acceptance of work, nor shall they impose any responsibility on the Federal Government, the State, or the COUNTY for defective work, nor shall they relieve either party of liability for breach of this AGREEMENT.
- D. **Notice:** Any notice required or permitted by this AGREEMENT shall be in writing and shall be delivered to the respective party or parties as addressed in ARTICLE II: ADMINISTRATIVE CONTACTS. Any notice shall be deemed delivered—whether actually received or not—when deposited in the United States mail, postage fully paid, via certified mail, and addressed to the intended recipient at the notice address set forth on the Cover Page and in ARTICLE II: ADMINISTRATIVE CONTACTS. Notice given in any other manner shall be effective only if and when received by the intended recipient. Any change of address for notice must be communicated in writing and delivered in accordance with the CHANGE ORDER process under this AGREEMENT.

- 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 of this AGREEMENT or the services or deliverables to be provided under it.
- F. Duty to Provide Additional Information:** PROPERTY OWNER and ENGINEER shall, within three (3) business days of receipt, furnish to the COUNTY copies of all notices received that pertain to the PROPERTY, including notices from any of the following:
- a. Any governmental or private authority having jurisdiction over the PROPERTY;
 - b. Any insurance company carrying a policy pertaining to the PROPERTY;
 - c. Any lender holding a lien or security interest against any part of the PROPERTY; or
 - d. Any person asserting a claim against the PROPERTY OWNER, ENGINEER, or the PROPERTY.
- G. Governing Law and Venue:** This AGREEMENT and the rights and obligations of the parties shall be governed by and construed in accordance with the laws of the State of Texas, and venue shall lie exclusively in Galveston County, Texas.
- H. Severability:** If any provision of this AGREEMENT is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remaining provisions, and this AGREEMENT shall be construed as if such invalid, illegal, or unenforceable provision had never been included.
- I. Validity/Enforceability:** If any current or future legal limitations affect the validity or enforceability of a provision of this AGREEMENT, then such legal limitations shall be deemed a part of this AGREEMENT and shall operate to amend or modify the affected provision to the minimum extent necessary to bring it into conformity with applicable law. As so modified, this AGREEMENT shall remain in full force and effect.
- J. Force Majeure:** No party to this AGREEMENT shall be liable for any failure or delay in performance of its obligations under this AGREEMENT to the extent such failure or delay is caused by acts of God, acts of public enemies, fires, floods, power outages, wars, civil disturbances, epidemics, pandemics, sabotage, terrorism, accidents, insurrections, blockades, embargoes, storms, explosions, labor disputes (regardless of whether employee demands are reasonable or within the party's power to satisfy), failures of common carriers, internet service providers, or other communication systems, cyberattacks, criminal acts, acts of governmental authorities (civil or military, domestic or foreign), or the failure or delay of third parties or agencies from whom a party must obtain approvals, licenses, permits, or materials (collectively, "Force Majeure Occurrences"). Any resulting delay shall not constitute a breach of this AGREEMENT, and all affected deadlines shall be extended for a period equal to the time lost due to such delays. No party shall be liable to the other for any claims, damages, or losses resulting from a Force Majeure Occurrence.

- K. Authority:** Each party to this AGREEMENT represents and warrants that the individual executing this AGREEMENT on its behalf has full power and authority to do so, and that this AGREEMENT constitutes the legal, valid, and binding obligation of each party.
- L. Amendment:** This AGREEMENT may be amended only by a **written instrument signed by all parties** to this AGREEMENT, with each party's authorization properly documented.
- M. Survival:** The provisions of **ARTICLES I, II, IV, VI(G), VII(C), (D), IX(B), (J), X, XI** and **EXHIBIT G – TDEM Specific Clauses** shall survive the termination or expiration of this AGREEMENT.

ARTICLE X. DUPLICATION OF BENEFITS & LEGAL SETTLEMENTS

The PROPERTY OWNER agrees to notify the COUNTY in writing of any financial settlement, insurance claim, grant payment, or legal judgment received that relates, in whole or in part, to the HMGP-funded elevation of the subject PROPERTY. The PROPERTY OWNER acknowledges and agrees that any such funds received for the same purpose as assistance provided under this AGREEMENT may constitute a Duplication of Benefits (DOB) and may result in a reduction of current or future grant funds or a required repayment to the COUNTY.

This includes, but is not limited to, payments or reimbursements from:

- Lawsuits related to structural damages or construction defects;
- Insurance claims following disasters;
- ICC (Increased Cost of Compliance) proceeds;
- Private grants or other FEMA-funded programs.

This obligation to disclose is required by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155). Failure to disclose these funds may constitute a material breach of this AGREEMENT and could result in disqualification from future FEMA assistance or legal recovery actions by the COUNTY.

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

ARTICLE XI. DISPUTE RESOLUTION

In the event of a disagreement, dispute, or claim arising from or related to this AGREEMENT, including but not limited to the performance, interpretation, application, or breach of any term herein, the following process shall govern:

- A. Notice and Initial Resolution Effort:** The PARTY asserting a dispute shall notify the other PARTY/PARTIES in writing, clearly identifying the nature of the dispute, the impacted provisions of the AGREEMENT, and the requested resolution. Upon receipt of such notice, the PARTIES shall make a good faith effort to resolve the dispute through informal discussion within ten (10) business days.

- B. COUNTY Review and Determination:** If the dispute is not resolved informally, the COUNTY shall have the authority to review the matter and issue a written determination within fifteen (15) business days. The COUNTY's decision shall be based on applicable contract terms, FEMA program rules and regulations, and any supporting documentation submitted by the PARTIES.
- C. Non-Binding Mediation (Optional):** Should either the ENGINEER or PROPERTY OWNER disagree with the COUNTY's determination, the PARTY may submit a written request to enter into non-binding mediation. Mediation shall only proceed if the COUNTY agrees to participate. Mediation shall be conducted by a mutually agreed-upon mediator with FEMA or engineering contract expertise, and the process shall occur within thirty (30) calendar days of the request. Costs associated with mediation shall be shared equally by the requesting PARTIES. Nothing in this clause shall be construed to require the COUNTY's participation in disputes solely between the ENGINEER and the PROPERTY OWNER.
- D. No Waiver of Legal Rights:** Participation in any portion of this dispute resolution process does not waive any PARTY's legal rights, including the COUNTY's right to seek immediate injunctive relief or to terminate this AGREEMENT under ARTICLE VIII. This section is intended to provide a structured resolution process while preserving all remedies available at law or in equity.
- E. Continued Performance:** Unless otherwise directed by the COUNTY, all PARTIES shall continue to fulfill their obligations under this AGREEMENT during the dispute resolution process.
- F. The County reserves the right to terminate this Agreement in the event of noncompliance, homeowner withdrawal, or failure to adhere to program timelines or requirements.**

PROPERTY OWNER: DO NOT SIGN THIS AGREEMENT IF YOU DO NOT FULLY UNDERSTAND THIS PROVISION.

*****EXECUTION PAGE AND EXHIBITS FOLLOW THIS PAGE*****

****The remainder of this page is intentionally left blank****

This AGREEMENT is hereby **EXECUTED** by the parties of this AGREEMENT, each respective party acting by and through its duly authorized representative, to be effective on the date specified herein.

PROPERTY OWNER(S)

(ALL PERSONS WITH OWNERSHIP INTEREST IN THE PROPERTY MUST SIGN):



Signature of Property Owner

08/06/2025

Date



Signature of Property Owner

08/06/2025

Date

ENGINEER

DocuSigned by:

245D94BF30F7449...

Signature Chandra Franklin Womack

8/6/2025

Date

Aran + Franklin Engineering Inc.

CEO/President

Printed Name and Title


COUNTY




Mark Henry, Galveston County Judge

August 18, 2025

Date



Dwight Sullivan, Galveston County Clerk
By:  Deputy
Melissa A. Childs

August 18, 2025

Date Attested

EXHIBIT A
ENGINEER'S COST ESTIMATE

EXHIBIT B
CONTRACT BETWEEN COUNTY AND ENGINEER

State of Texas

2

County of Galveston

3

8

AGREEMENT FOR ENGINEERING SERVICES

PARTIES

This Agreement for Engineering Services (the "Agreement") is made and entered into by and between the County of Galveston, a political subdivision of the State of Texas, acting by and through its Galveston County Commissioners Court (the "County"); and Aran Franklin Engineering, Inc. (the "Engineer"), each of whom is a Party hereto and who are collectively referred to herein as the Parties. This Agreement is to perform engineering services for home elevation within the County (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering.

RECTALS

The County conducted a Request for Qualifications, Number RFQ #B242004, entitled "Galveston County Home Elevation Engineering Services" (the "RFQ"), to procure professional engineers to engineer-design the elevation of single-family dwellings impacted by Hurricane Harvey through the County to mitigate against future flooding (the "Project"), which is further described herein and which such services are within the scope of the practice of engineering. The terms of the RFQ and submitter's proposal are fully incorporated herein as part of the contract as if fully stated in this document.

The Engineer timely submitted a statement of qualifications in the RFQ, is a licensed engineer in the State of Texas, and wishes to perform said services.

Now Therefore, for and in consideration of the covenants and agreements contained herein, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

CONTRACTUAL UNDERTAKINGS

SECTION I RETENTION OF ENGINEER

The County, by and through this Agreement, retains the Engineer to perform professional engineering services in connection with the Project, and the Engineer, by and through this Agreement, agrees to perform said professional engineering services in connection with the Project.

SECTION II

CHARACTER AND EXTENT OF SERVICES

The Engineer shall render professional engineering services necessary for the development of the Project, limited to the following and performed in accordance with existing local, State and Federal regulations, as set out in the Scope of Services attached hereto as Exhibit "A".

The Scope of Services and Response attached hereto as Exhibit "A" is also made a part of this Agreement for all purposes. But, if any terms of Exhibit "A" conflicts with any existing State of Texas, Texas Department of Transportation, local, or federal laws, rules or regulations, the State, Federal or local laws, rules or regulations shall control.

The character and extent of services outlined above shall be considered complete upon approval by the County, acting by and through its Grants Administration Manager, of the various drawings, data, and tasks outlined in Exhibit "A".

All Services provided by Engineer shall be of good quality and shall be performed in a professional manner. The standard of care for all professional engineering and related Services performed or furnished by Engineer and the Response under this Agreement will be the care and skill ordinarily used by other competent engineers practicing under the same or similar circumstances and professional license. Engineer will re-perform any Services not meeting this standard without additional compensation. Engineer will perform its services as expeditiously as is prudent considering the ordinary professional skill and care of a competent engineer.

Additional services that may be required after approval of these documents by the County, or required by State or Federal regulations published in the State or Federal Register after the date of execution of this Agreement, shall not be considered as covered by the initial price and scope of this agreement. If the foregoing occurs or for any other required changes in scope, County and Engineer will attempt to negotiate a change order first on a flat fee basis.

SECTION III PERIOD OF SERVICES

This Agreement shall be effective upon execution by the County and by the Engineer, with the date of the Party signing last in time, and shall remain in force until satisfactory completion of all services described herein or termination under the provisions hereinafter provided in section VIII.

After execution of Agreement, Engineer shall submit a Project Time Schedule to the Grants Administration Manager, which shall be diligently followed during performance of services. It is understood by the County that the Engineer will make every effort to expedite completion of the Project.

SECTION IV COORDINATION WITH THE COUNTY

The Engineer agrees to perform the services diligently after authorization to proceed. The Engineer agrees to perform all other services diligently and within the agreed upon time schedule.

The Engineer shall hold periodic conferences with the Grants Administration Manager to the end that the Project, as perfected, shall have full benefit of the County's experience and knowledge of existing needs and facilities and be consistent with the County's current policies and construction standards.

To implement this coordination, the Grants Administration Manager shall make available to the Engineer for use in the Project, all existing plans, maps, field notes, statistics, computations, and other data in its possession relative to the Project. Engineer shall submit a monthly progress report

of project status to the Grants Administration Manager and the Grants Administration Manager is the County's designated point of contact for this Agreement.

SECTION V THE ENGINEERS'S COMPENSATION

As set forth in Exhibit "A" attached hereto, the County shall compensate the Engineer for services performed under this Agreement per the compensation amounts shown in Exhibit "A" for design and construction phase services.

Notwithstanding the foregoing, the maximum amount payable under this Contract is \$500,000.00 including expenses which the Engineer exceeds at its own risk. The maximum amount payable may be revised in the event of changes in extent, complexity, or character of work requiring such revisions upon the prior mutual, written agreement by the County and the Engineer. No revisions in the maximum amount payable will be permitted unless previously authorized in writing by the County.

Payments to the Engineer for authorized services will be made by the County within 45 calendar days upon presentation of monthly statements by the Engineer to the County reflecting Engineer's performance of such services, unless disputed by the County. Additionally, the County agrees that it shall review the monthly statements and if disputing, shall notify the Engineer of the County's dispute no later than thirty (30) days after the County's receipt of the monthly statement. All remittances shall be mailed or delivered to Engineer's office. Engineer further agrees that all monthly statements shall detail its services under this Agreement and, if this Agreement is funded through Federal dollars, comply with applicable Federal requirements associated with costs.

SECTION VI OWNERSHIP OF DOCUMENTS

Original documents, plans, designs and survey notes ("Documents") belong to and remain the property of the County, in consideration of which it is mutually agreed that the County will use them solely in connection with the Project or as required by law, save with the express consent of the Engineer. The Engineer may retain copies of such Documents.

County contracts are subject to all legal requirements provided by county, state or federal statutes, rules and regulations.

Engineer acknowledges that Galveston County is a governmental entity which conducts its meetings in accordance with the Texas Open Meetings Act and whose certain records are available to the public under the Texas Public Information Act. In accordance with Title 5, Chapters 551 and 552 of the Texas Government Code, this Agreement is an open record under the Public Information Act and as such, will be discussed and voted upon in a public meeting. Any request made to either inspect or acquire a copy of this Agreement or the Documents produced as a result of this Agreement will not violate the terms of this Agreement.

SECTION VII DISPUTE RESOLUTION

If a dispute arises out of or relates to a breach of this Agreement, and if the dispute cannot be settled through negotiation, then the Engineer and the County agree to submit the dispute to mediation. In the event the Engineer or the County desires to mediate any dispute, it shall notify the other Party in writing of the dispute desired to be mediated. If the Parties are unable to resolve their differences within ten days of the receipt of such notice, such dispute shall be submitted for mediation in accordance with the procedures and rules of the American Arbitration Association (or any successor organization) then in effect. The deadline for submitting the dispute to mediation can be changed if the Parties mutually agree in writing to extend the time between receipt of notice and submission of mediation. The expenses of the mediator shall be shared 50 percent by the Engineer and 50 percent by the County. This requirement to seek mediation shall be a condition required before filing an action at law or in equity.

SECTION VIII TERMINATION

The County may terminate the Agreement with or without cause, or for convenience by giving to the Engineer at least thirty (30) calendar days' advance notice in writing. Upon receipt or delivery of such notice, the Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders or contracts are chargeable to this Agreement. As soon as practicable after receipt of notice of termination, the Engineer shall submit a statement showing in detail, the services performed under this Agreement to the date of termination.

The County shall then pay the Engineer promptly for that portion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under the Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed surveys, reports, designs, plans, specifications and all other documents prepared under this Agreement shall be delivered to the County Engineer when and if this agreement is terminated, but subject to the restrictions, as to their use, as set forth in Section VI.

SECTION IX INSURANCE

The Engineer shall obtain and maintain, throughout the term of the Agreement, insurance of the types and in the minimum amounts set forth below.

The Engineer shall, upon request by the County, furnish certificates of insurance to the County evidencing compliance with the insurance requirements herein. Certificates shall indicate name of the Engineer, name of insurance company, policy number, and terms and limits of coverage. The Engineer shall cause its insurance companies to provide the County with at least thirty (30) days' prior written notice of any reduction in the limit of liability by endorsement of the policy, cancellation or non-renewal of the insurance coverage required under this Agreement. The Engineer

shall obtain such insurance from such companies having a Best's rating of B+/VII or better, licensed or approved to transact business in the state in which the Services shall be performed, Texas, and shall obtain such insurance of the following types and minimum limits.

a. Workers' Compensation insurance in accordance with the Laws of the State of Texas, or state of hire/location of Services, and Employer's Liability coverage with a limit of not less than \$500,000 each employee for Occupational Disease; \$500,000 policy limit for Occupational Disease; and Employer's Liability of \$500,000 each accident.

b. Commercial General Liability insurance including coverage for Products/Completed Operations, Blanket Contractual, Contractors' Protective Liability, Broad Form Property Damage, Personal Injury/Advertising Liability, and Bodily Injury and Property Damage with limits of not less than:

\$2,000,000	general aggregate limit
\$1,000,000	each occurrence, combined single limit
\$1,000,000	aggregate Products, combined single limit
\$1,000,000	aggregate Personal Injury/Advertising Liability
\$50,000	Fire Legal Liability
\$5,000	Premises Medical

c. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.

d. Umbrella Excess Liability insurance written as excess of Employer's Liability, with limits not less than \$1,000,000 each occurrence combined single limit.

e. Professional Liability insurance with limits not less than \$1,000,000 each claim/annual aggregate.

The County and the County's agents and employees shall be added as additional insureds to all coverages required above, except for those requirements in paragraphs "a" and "e". All policies written on behalf of the Engineer shall contain a waiver of subrogation in favor of the County and the County's agents and employees, with the exception of insurance required under paragraph "e". Additionally, the Contractor's commercial general liability insurance must provide any defense provided by the policy to Galveston County, its officials, employees, and agents.

SECTION X VENUE AND CHOICE OF LAW

This Agreement shall be construed and enforced for all purposes pursuant to the laws of the State of Texas. Venue shall lie exclusively in a court of competent jurisdiction in Galveston County, Texas.

**SECTION XI
ADDRESS OF NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement to be mailed or delivered to Engineer shall be to the following address:

Chandra Franklin Womack, P.E.
Arari & Franklin Engineering, Inc.
8419 Emmett F. Lowry
Texas City, TX 77591-2249

All notices and communications under this Agreement to be mailed or delivered to the County shall be to the following address:

Mark Henry, Galveston County Judge
Galveston County Courthouse
722 Moody, 2nd Floor
Galveston, Texas 77550

With a copy to:

Grants Administration Manager,
Professional Services
722 Moody Ave., 3rd Floor
Galveston, Texas 77550

**SECTION XII
SECTION CAPTIONS**

Each section under the contractual undertakings has been supplied with a caption to serve only as a guide to the contents. The caption does not control the meaning of any section or in any way determine its interpretation or application.

**SECTION XIII
SUCCESSORS AND ASSIGNS**

The County and the Engineer each binds itself and its successors, and assigns to the other Party of this Agreement and to the successors, and assigns of such other Party in respect to all provisions of this Agreement. Except as above, neither the County nor the Engineer shall assign, subcontract, or otherwise transfer their interest in this Agreement without the prior written consent of the other Party. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party thereto.

**SECTION XIV
ADDITIONAL TERMS**

14.1 PROCUREMENT REQUIREMENTS

Engineer shall comply with all applicable local, State, and Federal laws, rules, regulations, orders, and ordinances. This includes, but is not limited to, that Engineer shall comply with the Galveston County Purchasing Policies & Procedures Manual approved by Order of the Commissioners Court on March 7, 2018, including without limitation, applicable provisions within Chapter Nine of said Manual as this contract is made pursuant to a federal award.

14.2 CONFLICT OF INTEREST

a. No member of the County's governing body, and no employee, officer, or agent of the County shall participate in the selection or in the award of administration of a subcontract supported by grant funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when: 1.) the employee, officer, or agent, 2.) any member of his or her immediate family, 3.) his or her partner, or 4.) any organization which employs, or is about to employ any of the above; has a financial or other interest in the firm or person selected to perform the subcontract.

b. In all cases not governed by Subsection (a) of this Section, no person specified in subsection (c) of this Section, who exercises any functions or responsibilities in connection with the planning and carrying out of the project, or who are in a position to participate in decision making process or gain inside information with regard to activities under this Agreement as Amended, may obtain a financial interest or benefit from the activity, or have an interest or benefit from the activity, or have any interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for (1) year thereafter.

c. The conflict of interest provisions of Subsection (b) apply to any person who is an employee, agent, consultant, officer, elected official, or appointed official of the County or of the Contractor.

14.3 AUTHORITY TO BIND

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 to legally bind the Party to all the terms and provisions of this Agreement and that this Agreement constitutes the legal, valid, and binding agreement of each Party hereto.

14.4 IMMUNITY RETAINED

The County does not waive or relinquish any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein. The County specifically reserves any claim it may have to sovereign, qualified, or official immunity as a defense to any action arising in conjunction with this Agreement.

14.5 NO THIRD-PARTY BENEFICIARY

This Agreement inures only to the benefit of Galveston County and Contractor. This Agreement does not create, is not intended to create, and shall not be deemed or construed to create, any rights or benefits in third parties.

14.6 SEVERABILITY

If a provision contained in this Agreement is held invalid for any reason by a court of competent jurisdiction, the invalidity shall not affect other provisions of the Agreement that may be given effect without the invalid provision, and to this end the provisions of this Agreement are severable.

14.7 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 limitation, and as so modified, this Agreement shall continue in full force and effect.

This Agreement is hereby EXECUTED by the Parties to be effective upon full execution with the date of the Party signing last in time.

Galveston County

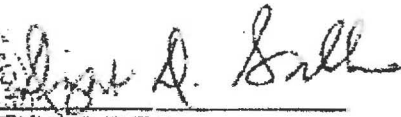
Arian Franklin Engineering, Inc.


By: 
Mark Henry
County Judge

By: 
Chandra Franklin Womack
P.E.

Date Signed: September 30, 2024

Date Signed: 9-27-2024


Dwight D. Sullivan,
Galveston County Clerk





ARANFRANKLIN.COM

Exhibit A

Pricing proposal for Galveston County September 20, 2024

Home elevations – Scope

Preliminary Design Inspections- photos of all 4 sides, field verify measurements of the house based on survey, measure and sketch location of all windows and doors, plate heights, roof slopes, etc.

Design Drawings – perimeter wall layouts, elevations of all 4 sides (existing and proposed), 3D Renderings in accordance with the NFIP standards in 44 CFR Part 60 and to the latest published edition of ASCE 24 or its equivalent criteria. Compare to original architectural plans, if available.

Structural Layout Plans – layout-based field inspections and draw original structural plans. Lay out, sub pile locations, grade beams, footings, chain wall, stair & landing locations, ac decks, garage tie in, etc. Lay out flood vent plan design.

Windstorm and Structural Engineering Design – make engineering changes based on structural layouts and design drawings. Calculate vents needed for air and flood. Stamp and issue 100% plans and specifications for construction bids.

Inspections and Confirmations –

1. 30%/Milestone 2 Inspection and invoice certification (Dig and Lift)
2. 60% Completion Inspection (Piers pushed and formed Grade Beams)
3. 90%/Milestone 3 – Completion Inspection invoice certification (house fully lifted and secured)
4. 100%/Milestone 4 – Completion Inspection and invoice certification (all construction and documents complete)

Letter – vent plan letter for City of Galveston for any/all houses within the Galveston City Limits.

As-Built- structural plans will be reissued "as-built" based on inspections and plan changes during construction provided to construction contractor for permit closure.

One contract with individual task orders will be issued per address.



(855) 946-3364
(409) 935-8200



info@ArAnFranklin.com
ArAnFranklin.com



8419 Emmett Lowry Exp
Texas City, TX 77581

Chandra Franklin Womack, PE, CEO | Rachel Riley, PE | Dave Franklin, COO

Firm Registration No. F-4632

Changes to scope after design drawings are approved will incur:

- CAD charges of \$90/hr.
- Design at \$90/hr.
- Structural at \$125/hr.

LUMP SUM PRICING DESIGN:

- 1 story houses up to 5,500 SF under roof - \$4,500.00
- Large 1 story and all 2 story houses - \$5,750.00
- Higher elevations (structures above 6' require additional engineering) with larger spans add - \$1,600.00

LUMP SUM PRICING INSPECTIONS AND WINDSTORM CERTIFICATION:

- All home sizes \$2,500.00
- Additional letters \$100 each unless inspections are required
- Failed inspections - contractor will have to pay a \$400.00 reinspection fee as approved by Galveston County.

Geo-Technical Report* (Soils Report- includes up to (3) 25' borings)

- \$3,800.00 / Lot

Surveying Pricing*: (Note: Topo pricing to be determined on a case-by-case basis based on lot size)

- Elevation Certificate: \$400.00 each (need preliminary, mid lift and final)
- Topographical Survey: \$+/- \$850.00 - +/- \$1,600.00
- Final Survey: \$500.00 (showing elevated home and all access structures- as needed)

Use of existing elevation certificates and topographical surveys will be assessed on a case by case basis and pricing reduced accordingly if found to be acceptable for use on the project.

Ground Penetrating Radar* (slab scans- price varies based on home size)

- \$2000.00 - \$2750.00

RFQ (help design RFQ):

Assist in providing guidance for qualification of contractor pool.
Includes half day consultation on contractor qualification criteria and performance expectations and final review of RFQ specifications prior to issuance. \$3500 (one time fee)

* Typical turnaround times for receipt of outsourced services are 3-4 weeks and weather dependent. We cannot finalize our plans without this information so this will affect the overall deliverable timeframes.

Customer Service Portal: pricing to be provided to GrantWorks



Chandra Franklin Womack, PE, CEO | Rachel Riley, PE | Dave Franklin, COO

Firm Registration No. F-4632

EXHIBIT C
POWER OF ATTORNEY
OR
LETTERS OF APPOINTMENT AS GUARDIAN OF ESTATE
(If Applicable)

EXHIBIT D
DUTY TO INFORM



Duty to Inform

**Hazard Mitigation Grant Program (HMGP) – DR4332-25/239
Galveston County, Texas**

Homeowner Name(s): _____

Project Address: _____

HMGP Project Number: _____

Project #: _____

Date: _____

PROPERTY OWNER is responsible for informing the ENGINEER of any known PROPERTY hazards including but not limited to:

Hazard	Present	Not Present	Unknown
Asbestos	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Lead Paint	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Buried Lines	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Septic System	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Water Wells	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Bees	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Propane Tank	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sinkholes	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other (Specify):	<input type="checkbox"/>		

Homeowner Signature(s):

Date: _____

Date: _____

County Representative Name & Title:

Signature: _____ **Date:** _____

EXHIBIT E
EXAMPLE FEMA ELEVATION CERTIFICATE AND INSTRUCTION
(2012 EDITION) (FEMA FORM 086-0-33)

**FEDERAL EMERGENCY MANAGEMENT AGENCY
NATIONAL FLOOD INSURANCE PROGRAM**

O.M.B. No. 3067-0077
Expires July 31, 2002

ELEVATION CERTIFICATE

Important: Read the instructions on pages 1 - 7.

SECTION A - PROPERTY OWNER INFORMATION

BUILDING OWNER'S NAME		For Insurance Company Use:
		Policy Number
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

PROPERTY DESCRIPTION (Lot and Block Numbers, Tax Parcel Number, Legal Description, etc.)

BUILDING USE (e.g., Residential, Non-residential, Addition, Accessory, etc. Use a Comments area, if necessary.)

LATITUDE/LONGITUDE (OPTIONAL) (##° - ##' - ###.###" or ###.####°) HORIZONTAL DATUM: ☐ NAD 1927 ☐ NAD 1983 SOURCE: ☐ GPS (Type): ☐ USGS Quad Map ☐ Other:

SECTION B - FLOOD INSURANCE RATE MAP (FIRM) INFORMATION

B1. NFIP COMMUNITY NAME & COMMUNITY NUMBER		B2. COUNTY NAME		B3. STATE	
B4. MAP AND 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 depth of flooding)

B10. Indicate the source of the Base Flood Elevation (BFE) data or base flood depth entered in B9.

☐ FIS Profile ☐ FIRM ☐ Community Determined ☐ Other (Describe):

B11. Indicate the elevation datum used for the BFE in B9: ☐ NGVD 1929 ☐ NAVD 1988 ☐ Other (Describe):

B12. Is the building located in a Coastal Barrier Resources System (CBRS) area or Otherwise Protected Area (OPA)? ☐ Yes ☐ No
Designation Date:

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. Building Diagram Number (Select the building diagram most similar to the building for which this certificate is being completed - see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)

C3. 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 C3.a-i below according to the building diagram specified in Item C2. State the datum used. If the datum is different from the datum used for the BFE in Section B, convert the datum to that used for the BFE. Show field measurements and datum conversion calculation. Use the space provided or the Comments area of Section D or Section G, as appropriate, to document the datum conversion.

Datum Conversion/Comments

Elevation reference mark used Does the elevation reference mark used appear on the FIRM? ☐ Yes ☐ No

- ☐ a) Top of bottom floor (including basement or enclosure) . ft.(m)
- ☐ b) Top of next higher floor . ft.(m)
- ☐ c) Bottom of lowest horizontal structural member (V zones only) . ft.(m)
- ☐ d) Attached garage (top of slab) . ft.(m)
- ☐ e) Lowest elevation of machinery and/or equipment servicing the building (Describe in a Comments area.) . ft.(m)
- ☐ f) Lowest adjacent (finished) grade (LAG) . ft.(m)
- ☐ g) Highest adjacent (finished) grade (HAG) . ft.(m)
- ☐ h) No. of permanent openings (flood vents) within 1 ft. above adjacent grade
- ☐ i) Total area of all permanent openings (flood vents) in C3.h sq. in. (sq. cm)

License Number, Embossed Seal, Signature, and Date

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 in Sections A, B, and C 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.

CERTIFIER'S NAME	LICENSE NUMBER
TITLE	COMPANY NAME
ADDRESS	CITY STATE ZIP CODE
SIGNATURE	DATE TELEPHONE

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

☐ Check here if attachments

SECTION E - BUILDING ELEVATION INFORMATION (SURVEY NOT REQUIRED) FOR ZONE AO AND ZONE A (WITHOUT BFE)

For Zone AO and Zone A (without BFE), complete Items E1. through E4. If the Elevation Certificate is intended for use as supporting information for a LOMA or LOMR-F, Section C must be completed.

- E1. Building Diagram Number ____ (Select the building diagram most similar to the building for which this certificate is being completed – see pages 6 and 7. If no diagram accurately represents the building, provide a sketch or photograph.)
- E2. The top of the bottom floor (including basement or enclosure) of the building is ____ ft.(m) ____ in.(cm) ____ above or ____ below (check one) the highest adjacent grade. (Use natural grade, if available.)
- E3. For Building Diagrams 6-8 with openings (see page 7), the next higher floor or elevated floor (elevation b) of the building is ____ ft.(m) ____ in.(cm) above the highest adjacent grade. Complete Items C3.h and C3.i on front of form.
- E4. For 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, C (Items C3.h and C3.i only), 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, C, and E are correct to the best of my knowledge.*

PROPERTY OWNER'S 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.

- G1. ☐ The information in Section C was taken from other documentation that has been signed and embossed by a licensed surveyor, engineer, or architect who is authorized by state or local 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-G9) 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 is: _____ ft.(m) Datum: _____

G9. BFE or (in Zone AO) depth of flooding at the building site is: _____ ft.(m) Datum: _____

LOCAL OFFICIAL'S NAME	TITLE
COMMUNITY NAME	TELEPHONE
SIGNATURE	DATE
COMMENTS	

☐ Check here if attachments

EXHIBIT F
EXAMPLE MITIGATION OFFER/DECLINATION NOTICE

**Texas Division of Emergency Management (TDEM)
Hazard Mitigation Grant Program (HMGP)
Final MITIGATION OFFER**

S A M P L E

State Grantee: **Texas Division of Emergency Management**

Subgrantee: **Galveston County, Texas**

PROPERTY OWNER(s);

>>>>>

>>>>>

>>>>>

>>>>>

PROPERTY: >>>>>

NFIP Policy Number: >>>>> Repetitive Loss Number: >>>>>

This form documents the formal MITIGATION OFFER for the HMGP Program.

1. A mitigation grant has been awarded to Galveston County under the Hazard Mitigation Grant Program (HMGP) from the Texas Division of Emergency Management (TDEM) for the elevation of properties within the Galveston County limits.
2. The HMGP grant program is a voluntary program.
3. All information related to you and/or your individual property that is collected during the consultation and offer processes shall be protected at a level consistent with the Federal Privacy Act and similar State and local laws and ordinances.
4. The estimated amounts for elevation of the PROPERTY in the grant application are now finalized in this MITIGATION OFFER.

The MITIGATION Offer is provided to you for the elevation of the above-referenced PROPERTY.

MITIGATION OFFER	\$ >>>>>
-------------------------	--------------------------------

Your final MITIGATION OFFER amount is based on the following amounts:

Eligible Engineering Costs	\$ >>>>>
Eligible Elevation Construction Costs	\$ >>>>>
Subtotal	\$ >>>>>
Deductions (ICC, Flood Insurance, SB7, other Duplicated Benefits)	\$ >>>>>
MITIGATION OFFER	\$ >>>>>
REQUIRED MATCH FROM PROPERTY OWNER	\$ >>>>>
GRANT FUNDED AMOUNT	\$ >>>>>

Any ineligible cost featured in an extra work agreement with the ENGINEER or ELEVATION CONSTRUCTION CONTRACTOR must be pre-approved in writing by the COUNTY and will be considered to be a cost to be borne solely by the PROPERTY OWNER under a separate contract and are not part of this MITIGATION OFFER.

TEMPORARY LIVING EXPENSES that exceed the daily maximum allowable cost or the total maximum costs will also be considered a cost to be borne solely by the PROPERTY OWNER.

The PROPERTY OWNER is accountable for maintenance and insurance requirements for the PROPERTY during and after the mitigation project implementation (i.e., maintaining NFIP insurance on the PROPERTY for the life of the Property).

The PROPERTY OWNERS additional responsibilities may include securing a contractor, receiving funds in a back account for the TEMPORARY LIVING EXPENSES, keeping receipts for the project in accordance with grant and AGREEMENT requirements, and other programmatic requirements as specified by the COUNTY.



Homeowner Withdrawal Acknowledgment Form

**Hazard Mitigation Grant Program (HMGP) – DR4332-25/239
Galveston County, Texas**

Homeowner Name(s): _____

Project Address: _____

HMGP Project Number: _____

Project #: _____

Date: _____

Statement of Non-Participation

I/We, the undersigned, acknowledge that we were offered the opportunity to participate in the FEMA Hazard Mitigation Grant Program (HMGP) for the elevation of our home located at _____. After receiving information regarding the program's requirements, scope, and potential benefits, I/we have decided **not to move forward** with the elevation project at this time.

I/We understand that:

- By declining participation, no further HMGP elevation work will be performed at the property.
- This decision is **voluntary** and made without coercion or pressure from the County, its representatives, or GrantWorks, Inc.
- I/We may not be eligible for re-enrollment under this funding cycle, and future program participation (if any) will be subject to FEMA and County policy and funding availability.

Reason for Withdrawal (Optional):

☐ Financial concerns

☐ Personal/family circumstances

☐ Structural or site concerns

☐ Timeline/delays

☐ Other: _____



Homeowner Signature(s):

Date: _____

Date: _____

County Representative Name & Title:

Signature: _____

Date: _____

For Official Use Only:

- ☐ Project removed from elevation roster
- ☐ Notified Engineering/Construction team
- ☐ Withdrawal documented in project file
- ☐ FEMA/TDEM notified

PROPERTY OWNER must sign and file the attached MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN A SPECIAL FLOOD HAZARD AREA.

All holders of recorded interest in the property have been notified of the MITIGATION OFFER. The holders of recorded interest are:

Name	Address	Notified
>>>>>	>>>>>	>>>>>

ATTACHMENT HERE

MODEL ACKNOWLEDGEMENT OF CONDITIONS FOR MITIGATION OF PROPERTY IN
A SPECIAL FLOOD AREA

**Model Acknowledgement of Conditions
For Mitigation of Property in a Special Flood Hazard Area
With FEMA Grant Funds**

Property Owner Israel A. Magana / Nely R. Magana
Street Address 7128 Avenue B 1/2
City Galveston, State Texas Zip Code 77551
Deed dated _____, Recorded _____
Tax map _____, block _____, parcel _____
Base Flood Elevation at the site is _____ feet (NGVD).
Map Panel Number _____, effective date _____

As a recipient of Federally-funded hazard mitigation assistance under the Hazard Mitigation Grant Program, as authorized by 42 U.S.C. §5170c / Pre-Disaster Mitigation Program, as authorized by 42 U.S.C. §5133 / Flood Mitigation Assistance Program, as authorized by 42 U.S.C. §4104c / Severe Repetitive Loss, as authorized by 42 U.S.C. §4102a, the Property Owner accepts the following conditions:

1. That the Property Owner has insured all structures that will **not** be demolished or relocated out of the SFHA for the above-mentioned property to an amount at least equal to the project cost or to the maximum limit of coverage made available with respect to the particular property, whichever is less, through the National Flood Insurance Program (NFIP), as authorized by 42 U.S.C. §4001 *et seq.*, as long as the Property Owner holds title to the property as required by 42 U.S.C. §4012a.
2. That the Property Owner will maintain all structures on the above-mentioned property in accordance with the flood plain management criteria set forth in Title 44 of the Code of Federal Regulations (CFR) Part 60.3 and City/County Ordinance as long as the Property Owner holds title to the property. These criteria include, but are not limited to, the following measures:
 - i. Enclosed areas below the Base Flood Elevation will only be used for parking of vehicles, limited storage, or access to the building;
 - ii. All interior walls and floors below the Base Flood Elevation will be unfinished or constructed of flood resistant materials;
 - iii. No mechanical, electrical, or plumbing devices will be installed below the Base Flood Elevation; and
 - iv. All enclosed areas below Base Flood Elevation must be equipped with vents permitting the automatic entry and exit of flood water.

For a complete, detailed list of these criteria, see City/County Ordinance attached to this document.

3. The above conditions are binding for the life of the property. To provide notice to subsequent purchasers of these conditions, the Property Owner agrees that the City/County will legally record with the county or appropriate jurisdiction's land

records a notice that includes the name of the current property owner (including book/page reference to record of current title, if readily available), a legal description of the property, and the following notice of flood insurance requirements:

"This property has received Federal hazard mitigation assistance. Federal law requires that flood insurance coverage on this property must be maintained during the life of the property regardless of transfer of ownership of such property. Pursuant to 42 U.S.C. §5154a, failure to maintain flood insurance on this property may prohibit the owner from receiving Federal disaster assistance with respect to this property in the event of a flood disaster. The Property Owner is also required to maintain this property in accordance with the flood plain management criteria of Title 44 of the Code of Federal Regulations Part 60.3 and City/County Ordinance."

4. Failure to abide by the above conditions may prohibit the Property Owner and/or any subsequent purchasers from receiving Federal disaster assistance with respect to this property in the event of any future flood disasters. If the above conditions are not met, FEMA may recoup the amount of the grant award with respect to the subject property, and the Property Owner may be liable to repay such amounts.

This Agreement shall be binding upon the respective parties' heirs, successors, personal representatives, and assignees.

THE CITY/COUNTY OF GALVESTON

A _____ municipal corporation

By: _____
[Name, Title]

of the City/County of Galveston TX

&

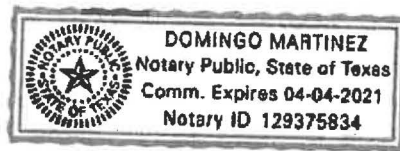
[Signature]
[Name of Property Owner]

WITNESSED BY:

Arturo Villagomez
[Name of Witness]

[SEAL]

Notary Public



[Signature]
COMMISSION EXPIRES 04/04/21

EXHIBIT G
GRANT/TDEM-SPECIFIC CLAUSES

1. **Federal and State Funding Disclaimer:** This project is funded by the FEMA Hazard Mitigation Grant Program (HMGP), administered by the Texas Division of Emergency Management (TDEM), and is contingent on continued eligibility under the terms and conditions of DR-4332.
2. **Non-Duplication of Benefits (DOB) Clause:** The Homeowner certifies that they have not and will not receive funding from any other source (e.g., ICC, SBA, insurance, legal settlement) for the same purpose. Any funds received that duplicate FEMA assistance must be reported and may be subject to recapture.
3. **FEMA Model Deed Restriction Acknowledgment (Attachment):** The Homeowner acknowledges receipt of and agrees to execute the required Acknowledgment of Conditions for Mitigation, including the requirement to maintain flood insurance in perpetuity.
4. **Flood Insurance Requirement (NFIP):** The Homeowner agrees to maintain flood insurance on the property in accordance with 44 CFR § 206.252 and the NFIP, for the life of the property, regardless of transfer of ownership
5. **Construction & Reimbursement Contingency Clause:** All work must be within the approved scope of work as authorized by FEMA and TDEM. Any unauthorized work may result in non-reimbursement and possible removal from the program.
6. **Procurement & Conflict of Interest Compliance:** The parties acknowledge that the Contractor/Engineer was procured in accordance with 2 CFR §§ 200.318–200.326 and applicable state procurement laws. The Contractor affirms that no conflict of interest exists.
7. **Compliance with 2 CFR 200 and HMA Guidance:** The parties agree to comply with all applicable provisions of 2 CFR Part 200, FEMA Hazard Mitigation Assistance (HMA) Program Guidance, and TDEM's implementation requirements for HMGP DR-4332.

EXHIBIT H
FEMA RECORD OF ENVIRONMENTAL CONSIDERATION

TEXAS HISTORICAL COMMISSION
real places telling real stories

November 6, 2018

James Gentile
Contract Services
722 Moody Avenue, 3rd Floor
Galveston, Texas 77550
James.gentile@co.galveston.tx.us

Re: *Project review under Section 106 of the National Historic Preservation Act of 1966,
Galveston County Elevation/Reconstruction Projects; FEMA Hazard Mitigation Grant Program (THC #201901492)*

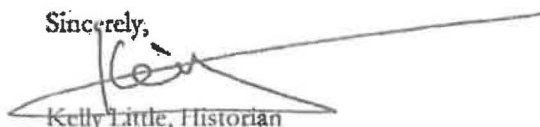
Dear Mr. Gentile,

Thank you for your correspondence regarding the above referenced projects. This letter serves as comment on the proposed undertakings from the State Historic Preservation Officer (SHPO), the Executive Director of the Texas Historical Commission.

The review staff, led by Kelly Little and Mark Denton, has completed its review of the material submitted, received via eTRAC on October 24, 2018. It is our understanding that Hays County has submitted an application for FEMA Hazard Mitigation Grant Program funding to elevate or reconstruct 61 residences throughout Galveston County. Based on the information submitted and application of federal criteria for historical designation, staff has determined that the houses at 1106 33RD STREET, GALVESTON, TX 77550 and 1117 31ST STREET, GALVESTON, TX 77550 are ELIGIBLE for listing in the National Register of Historic Places as contributing resources to potential historic districts. Additional consultation between Galveston County, FEMA, and the SHPO will be necessary to determine the effect of the undertakings at these two locations; please provide additional information detailing what is proposed. SHPO strongly encourages retaining and elevating the historic buildings in a way that is in keeping with The Secretary of the Interior's Standards for the Treatment of Historic Properties rather than reconstruction. The other 59 properties submitted for review are NOT ELIGIBLE for listing in the National Register; no historic properties will be affected by undertakings at those locations and no further consultation is necessary with our agency under Section 106 of the National Historic Preservation Act.

Thank you for your participation in this federal review process, and for your efforts to preserve the irreplaceable heritage of Texas. If you have any questions concerning this review or if we can be of further assistance, please contact Kelly Little at 202-445-8254 or Mark Denton at 202-717-7365.

Sincerely,



Kelly Little, Historian

For: Mark Wolfe, State Historic Preservation Officer



EXHIBIT I
SAMPLE ENGINEERING AND CONSTRUCTION SCHEDULE

**EXHIBIT J
PROOF OF MEDICAL NEED**

Task	Duration Days	Status
Execute Engineering Tri-Party Agreements	8 Days	In Progress
Issue NTP for Engineering	1 Day	Not Started
Engineering as described in Task Order	27 Days	Not Started
Engineering Review/Homeowner Concurrence	14 Days	Not Started
Bid Walks	7 Days	Not Started
Execute Construction Tri-Party Agreements	7 Days	Not Started
Issue NTP for Construction	1 Day	Not Started
Milestone 1 document submission	15 Days	Not Started
Milestone 2 Construction	14 Days	Not Started
Milestone 2 Inspection	7 Days	Not Started
Milestone 3 Construction	30 Days	Not Started
Milestone 3 Inspection	7 Days	Not Started
Milestone 4 Construction	14 Days	Not Started
Milestone 4 Inspection	7 Days	Not Started
Final Project Documents Rcvd & Final Payment Made	30 Days	Not Started