MINUTES OF THE REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

A regular meeting of the Board of Commissioners of Galveston County Emergency Services District No. 2 (the "District") was called for at 3:00 p.m. on June 17, 2020, at the Crystal Beach fire station, 930 Noble Carl Road, Crystal Beach, Texas 77650, pursuant to notice duly posted according to law.

The regular meeting was called to order at approximately 3:01 p.m., and the roll was called of the duly constituted officers and members of the Board, to wit:

Sid Bouse	President
Kate Newberry	Vice President
John Lee, Jr.	Secretary
George Strong	Treasurer
Larry Flanagan	Assistant Treasurer

All of said Board members were present, with the exception of President Bouse, thus constituting a quorum. Also present at the regular meeting were: Doug Saunders, District Manager; Georgia Osten, District Administrative Assistant; David Sticker, the District's accountant; Joshua Heinz of Benckenstein & Oxford, LLP; and, Orbin Thompson, High Island VFD Chief and PEMSI officer.

Upon establishing that a quorum was present, the Board members and others in attendance said the U.S. and Texas pledges of allegiance.

Vice President Newberry then asked for public comment as set forth in the Agenda Item No. 4, at which time Orbin Thompson reported that PEMSI has now completed its non-profit dissolution process, and he endorsed, as an officer and on behalf of PEMSI, the following two checks over to the District: (1) $11,050.84, being a refund from the Texas Comptroller of Public Accounts; and, (2) $23,384.98, being the funds remaining in PEMSI's Texas First Bank operating account upon its dissolution.

Being as there was no further public comment, the Board moved along to Agenda Item No. 5, at which time Treasurer Strong made a motion to approve and authorize the following matters listed under the consent agenda, which was seconded by Assistant Treasurer Flanagan and unanimously approved by the Board:

a. Minutes of the May 20, 2020 Regular Meeting;
b. Payment of District Bills and Accounts (**Exhibit A**)[1]; and,
c. VFDs' Monthly Expense Reimbursements (**Exhibit B**)[2].

The Board then moved to Agenda Item No. 6, at which time Treasurer Strong reviewed with the Board the Treasurer's Report and the District's monthly financial records and bank statements[3], copies of which are attached hereto as **Exhibit C**. Treasurer Strong also reviewed with the Board the proposed 2019-20 budget amendment submitted by Crystal Beach VFD (Budget Amendment No. CB-04), a copy of which is attached hereto as **Exhibit D**, which decreases the Training expense line item (4500) and increases the Firefighting Equipment expense line item (4000) by $13,500.00. Upon motion by Treasurer Strong and seconded by Assistant Treasurer Flanagan, the budget amendments were unanimously approved by the Board.

The Board was then directed to Agenda Item No. 7 regarding 2020-21 budget and 2020 property tax rate preparations. Treasurer Strong advised that he had attended the SAFE-D webinar concerning the recent tax changes, and he and Mr. Heinz also reviewed and discuss the tax planning calendar. Board will hold a special meeting in late July or early August to adopt a *proposed* 2020-21 budget and, if necessary, a *proposed* 2020 tax rate.

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[1] Check Nos. 2389-2415, plus the direct deposit and other payroll expenses.
[2] Port Bolivar VFD - $1,661.05 (May 2020); High Island VFD - $4,507.05 (May 2020); and, Crystal Beach VFD - $15,621.58 (May 2020).
[3] Texas First Bank operating checking account (xx6680) - $137,967.15 as of 5/31/2020; Texas First Bank savings account (xx9804) - $2,483.83 as of 5/31/2020; Texas First Bank EMS billing checking account (xx7569) - $111,366.39 as of 5/31/2020; TexSTAR investment pool general fund account (xxxxxx1110) - $208,250.42 as of 5/31/2020; TexSTAR investment pool capital fund account (xxxxxx1890) - $104,263.64 as of 5/31/2020; and, TexSTAR investment pool emergency fund account (xxxxxx4140) - $1,019,910.77 as of 5/31/2020.

The Board then moved along to Agenda Item No. 8, at which time Mr. Saunders advised that no formal requests had been submitted by the VFDs. Mr. Saunders also reported that Crystal Beach VFD had submitted application for and received a used military LMTV through the Texas Forest Service. Mr. Saunders plans to meet with Crystal Beach VFD's Chief and its board to get more information regarding the program requirements and the department's plans for and intended use of the LMTV.

Next, the Board was directed to Agenda Item No. 9, at which time Mr. Saunders reviewed and discussed with the Board the items shown in the photographs attached hereto as **Exhibit E**, which includes (i) two file cabinets (previously owned by PEMSI and transferred to the District as part of its dissolution); and, (ii) two 2015 Dodge 4500 truck front bumpers (original bumpers for the District's 2015 ambulances) . Mr. Saunders recommended that said items be declared salvage property and disposed of through online auction. Upon motion by Treasurer Strong and seconded by Assistant Treasurer Flanagan, the Board unanimously declared said tangible items as salvage property and authorized disposal of same through Renee Bates online auction.

Vice President Newberry then directed the Board to Agenda Item No. 10, at which time Mr. Saunders reviewed with the Board the proposed amended VFD Fire Service Agreements for Crystal Beach VFD and High Island VFD, copies of which are attached hereto as **Exhibit F**. Upon motion by Treasurer Strong and seconded by Assistant Treasurer Flanagan, the Board unanimously approved the amended Crystal Beach VFD and High Island VFD Fire Service Agreements as proposed. Mr. Saunders also advised that Port Bolivar VFD is having its proposed amended Fire Service Agreement reviewed by an attorney.

The Board then moved along to Agenda Item 11 regarding the cybersecurity training course, at which time Mr. Saunders advised that he, Vice President Newberry, Secretary Lee, and Treasurer Strong have all completed the online training course and submitted their completion certificates. Mr. Saunders will confirm whether President Bouse has already completed the course, and Assistant Treasurer Flanagan advised that he has not completed the course yet but will do so.

Thereafter, the Board moved to Agenda Item No. 12 regarding the proposed amended District Personnel Policy, a copy of which is attached hereto as **Exhibit G**. After reviewing and discussing the proposed changes, Assistant Treasurer Flanagan made a motion to approve and adopt the District Personnel Policy, as amended and proposed, which was seconded by Secretary Lee and unanimously approved by the Board.

Being as there were no matters to be addressed under Agenda Item No. 13, the Board was directed to Agenda Item No. 14, at which time Mr. Saunders reviewed with the members his written Manager's Report, a copy of which is attached hereto as **Exhibit H**.

The Board then moved along to Agenda Item 15, at which time David Sticker reviewed with the members the District's various monthly financial reports, copies of which are attached hereto as **Exhibit I**.

Being as there was no report form counsel or other matters to come before the Board under Agenda Item Nos. 16 and 17, the regular meeting was adjourned at approximately 5:03 p.m.

Sid Bouse, President

Date: 9-16-20

ATTEST:

John Lee, Jr., Secretary

Date: 9/16/2020

GALVESTON COUNTY ESD 2
MEETING SIGN-IN SHEET

Meeting Type: Regular	Date: June 17, 2020
Guest Name	Do you wish to speak at the meeting?
ORbin Thompson	NO

Exhibit A

Galveston County Emergency Services No. 2
Check Detail
May 20 through June 30, 2020

Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
Check		**05/28/2020**			**6680 · Checking Tex...**		**-881.52**
					42650 · Employee Me...	-881.52	881.52
TOTAL						-881.52	881.52
Check		**05/28/2020**			**6680 · Checking Tex...**		**-19,648.63**
					42610 · Payroll Tax E...	-19,648.63	19,648.63
TOTAL						-19,648.63	19,648.63
Check		**05/28/2020**			**6680 · Checking Tex...**		**-54,098.51**
					42630 · Salary & Hour...	-54,098.51	54,098.51
TOTAL						-54,098.51	54,098.51
Check	**2360**	**05/20/2020**	**Joshua C. Heinz**		**6680 · Checking Tex...**		**-500.00**
					2200 · Legal Fees	-500.00	500.00
TOTAL						-500.00	500.00
Check	**2361**	**05/20/2020**	**Hubert Oxford IV**		**6680 · Checking Tex...**		**-500.00**
					2200 · Legal Fees	-500.00	500.00
TOTAL						-500.00	500.00
Check	**2362**	**05/20/2020**	**Benckenstein & Oxfo...**		**6680 · Checking Tex...**		**-1,715.06**
					2200 · Legal Fees	-1,715.06	1,715.06
TOTAL						-1,715.06	1,715.06
Check	**2363**	**05/20/2020**	**Galveston Central A...**		**6680 · Checking Tex...**		**-2,031.34**
					2930 · County Apprais...	-2,031.34	2,031.34
TOTAL						-2,031.34	2,031.34
Check	**2364**	**05/20/2020**	**Visa**		**6680 · Checking Tex...**		**-1,015.44**
					42110 · Support & Sof...	-56.23	56.23
					42310 · Office Supplies	-37.17	37.17
					44900 · Vehicle Maint....	-800.00	800.00
					2110 · Website Suppo...	-108.24	108.24
					2700 · Dues and Subs...	-13.80	13.80
TOTAL						-1,015.44	1,015.44
Check	**2365**	**05/20/2020**	**Visa**		**6680 · Checking Tex...**		**-1,260.15**
					44900 · Vehicle Maint....	-729.33	729.33
					42820 · Telephone & ...	-386.61	386.61
					42310 · Office Supplies	-144.21	144.21
TOTAL						-1,260.15	1,260.15
Check	**2366**	**05/20/2020**	**Visa**		**6680 · Checking Tex...**		**-1,408.06**
					44900 · Vehicle Maint....	-1,408.06	1,408.06
TOTAL						-1,408.06	1,408.06
Check	**2367**	**05/20/2020**	**Crystal Beach VFD**		**6680 · Checking Tex...**		**-6,368.87**
					3010 · Crystal Beach ...	-6,368.87	6,368.87

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Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-6,368.87	6,368.87
Check	**2368**	**05/20/2020**	**High Island VFD**		**6680 · Checking Tex...**		**-2,001.89**
					3020 · High Island VFD	-2,001.89	2,001.89
TOTAL						-2,001.89	2,001.89
Check	**2369**	**05/20/2020**	**Verizon**		**6680 · Checking Tex...**		**-532.43**
					42820 · Telephone & ...	-532.43	532.43
TOTAL						-532.43	532.43
Check	**2370**	**05/20/2020**	**Stericycle**		**6680 · Checking Tex...**		**-412.26**
					42330 · Medical Suppl...	-412.26	412.26
TOTAL						-412.26	412.26
Check	**2371**	**05/20/2020**	**Port Bolivar VFD**		**6680 · Checking Tex...**		**-729.86**
					3030 · Port Bolivar VFD	-729.86	729.86
TOTAL						-729.86	729.86
Check	**2372**	**05/20/2020**	**Verizon Connect**		**6680 · Checking Tex...**		**-98.70**
					42820 · Telephone & ...	-98.70	98.70
TOTAL						-98.70	98.70
Check	**2373**	**05/20/2020**	**Galveston County A...**		**6680 · Checking Tex...**		**-1,001.10**
					44200 · Fuel	-1,001.10	1,001.10
TOTAL						-1,001.10	1,001.10
Check	**2374**	**05/20/2020**	**Kleen Supply Compa...**		**6680 · Checking Tex...**		**-929.64**
					42340 · Cleaning Sup...	-929.64	929.64
TOTAL						-929.64	929.64
Check	**2375**	**05/20/2020**	**Christopher's Speed...**		**6680 · Checking Tex...**		**-371.00**
					44900 · Vehicle Maint....	-371.00	371.00
TOTAL						-371.00	371.00
Check	**2376**	**05/20/2020**	**NAEMT**		**6680 · Checking Tex...**		**-240.00**
					44500 · Training	-240.00	240.00
TOTAL						-240.00	240.00
Check	**2377**	**05/20/2020**	**Teleflex LLC**		**6680 · Checking Tex...**		**-1,395.50**
					42330 · Medical Suppl...	-1,395.50	1,395.50
TOTAL						-1,395.50	1,395.50
Check	**2378**	**05/20/2020**	**On Site Decals, LLC**		**6680 · Checking Tex...**		**-124.00**
					44900 · Vehicle Maint....	-124.00	124.00
TOTAL						-124.00	124.00
Check	**2379**	**05/20/2020**	**Winnie Dodge**		**6680 · Checking Tex...**		**-1,638.88**

Galveston County Emergency Services No. 2
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Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
					44900 · Vehicle Maint....	-1,638.88	1,638.88
TOTAL						-1,638.88	1,638.88
Check	**2380**	**05/20/2020**	**RP Returns**		**6680 · Checking Tex...**		**-150.00**
					42330 · Medical Suppl...	-150.00	150.00
TOTAL						-150.00	150.00
Check	**2381**	**05/20/2020**	**Kent Alan Harkey M...**		**6680 · Checking Tex...**		**-1,500.00**
					42250 · Medical Direct...	-1,500.00	1,500.00
TOTAL						-1,500.00	1,500.00
Check	**2382**	**05/20/2020**	**Herrera's Emergency...**		**6680 · Checking Tex...**		**-1,301.60**
					44900 · Vehicle Maint....	-1,301.60	1,301.60
TOTAL						-1,301.60	1,301.60
Check	**2383**	**05/20/2020**	**Straton Inc.-Napa - T...**		**6680 · Checking Tex...**		**-138.22**
					44900 · Vehicle Maint....	-68.88	68.88
					42340 · Cleaning Sup...	-69.34	69.34
TOTAL						-138.22	138.22
Check	**2384**	**05/20/2020**	**Coastal Welding**		**6680 · Checking Tex...**		**-248.10**
					44210 · Oxygen	-143.10	143.10
					42330 · Medical Suppl...	-105.00	105.00
TOTAL						-248.10	248.10
Check	**2385**	**05/20/2020**	**Pat's Discount Tires**		**6680 · Checking Tex...**		**-25.50**
					44900 · Vehicle Maint....	-25.50	25.50
TOTAL						-25.50	25.50
Check	**2386**	**05/20/2020**	**GCM, The Big Store**		**6680 · Checking Tex...**		**-39.98**
					44200 · Fuel	-39.98	39.98
TOTAL						-39.98	39.98
Check	**2387**	**05/20/2020**	**Bound Tree**		**6680 · Checking Tex...**		**-6,475.78**
					42330 · Medical Suppl...	-6,475.78	6,475.78
TOTAL						-6,475.78	6,475.78
Check	**2388**	**05/20/2020**	**David Sticker**		**6680 · Checking Tex...**		**-812.50**
					2010 · Accountant Fees	-812.50	812.50
TOTAL						-812.50	812.50
Check	**2389**	**06/17/2020**	**Joshua C. Heinz**		**6680 · Checking Tex...**		**-500.00**
					2200 · Legal Fees	-500.00	500.00
TOTAL						-500.00	500.00
Check	**2390**	**06/17/2020**	**Hubert Oxford IV**		**6680 · Checking Tex...**		**-500.00**
					2200 · Legal Fees	-500.00	500.00

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Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-500.00	500.00
Check	**2391**	**06/17/2020**	**Visa**		**6680 · Checking Tex...**		**-1,218.28**
					42310 · Office Supplies	-572.99	572.99
					42720 · License & Per...	-19.00	19.00
					42320 · Office Equipm...	-158.28	158.28
					42740 · Good of the D...	-276.83	276.83
					42820 · Telephone & ...	-191.18	191.18
TOTAL						-1,218.28	1,218.28
Check	**2392**	**06/17/2020**	**Crystal Beach VFD**		**6680 · Checking Tex...**		**-15,621.58**
					3010 · Crystal Beach ...	-15,621.58	15,621.58
TOTAL						-15,621.58	15,621.58
Check	**2393**	**06/17/2020**	**High Island VFD**		**6680 · Checking Tex...**		**-4,507.05**
					3020 · High Island VFD	-4,507.05	4,507.05
TOTAL						-4,507.05	4,507.05
Check	**2394**	**06/17/2020**	**BrooksWatson & Co....**		**6680 · Checking Tex...**		**-8,500.00**
					2000 · Auditing	-8,500.00	8,500.00
TOTAL						-8,500.00	8,500.00
Check	**2395**	**06/17/2020**	**The Standard**		**6680 · Checking Tex...**		**-402.70**
					42650 · Employee Me...	-402.70	402.70
TOTAL						-402.70	402.70
Check	**2396**	**06/17/2020**	**Verizon Connect**		**6680 · Checking Tex...**		**-98.70**
					42820 · Telephone & ...	-98.70	98.70
TOTAL						-98.70	98.70
Check	**2397**	**06/17/2020**	**STAT Testing, LLC**		**6680 · Checking Tex...**		**-775.00**
					44500 · Training	-775.00	775.00
TOTAL						-775.00	775.00
Check	**2398**	**06/17/2020**	**Kinsel Ford**		**6680 · Checking Tex...**		**-2,826.12**
					44900 · Vehicle Maint....	-2,826.12	2,826.12
TOTAL						-2,826.12	2,826.12
Check	**2399**	**06/17/2020**	**Stericycle**		**6680 · Checking Tex...**		**-206.13**
					42330 · Medical Suppl...	-206.13	206.13
TOTAL						-206.13	206.13
Check	**2400**	**06/17/2020**	**West Isle Urgent Care**		**6680 · Checking Tex...**		**-30.00**
					44600 · Medical Exams	-30.00	30.00
TOTAL						-30.00	30.00
Check	**2401**	**06/17/2020**	**Total Reporting Fran...**		**6680 · Checking Tex...**		**-56.50**
					44610 · Background C...	-56.50	56.50

Galveston County Emergency Services No. 2
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Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-56.50	56.50
Check	**2402**	**06/17/2020**	**GCM, The Big Store**		**6680 · Checking Tex...**		**-194.19**
					42310 · Office Supplies	-102.23	102.23
					44100 · Equipment Re...	-91.96	91.96
TOTAL						-194.19	194.19
Check	**2403**	**06/17/2020**	**Visa**		**6680 · Checking Tex...**		**-1,534.44**
					42310 · Office Supplies	-3.42	3.42
					42310 · Office Supplies	-446.70	446.70
					42320 · Office Equipm...	-549.00	549.00
					44800 · Uniforms	-535.32	535.32
TOTAL						-1,534.44	1,534.44
Check	**2404**	**06/17/2020**	**Port Bolivar VFD**		**6680 · Checking Tex...**		**-1,661.05**
					3030 · Port Bolivar VFD	-1,661.05	1,661.05
TOTAL						-1,661.05	1,661.05
Check	**2405**	**06/17/2020**	**Verizon**		**6680 · Checking Tex...**		**-532.23**
					42820 · Telephone & ...	-532.23	532.23
TOTAL						-532.23	532.23
Check	**2406**	**06/17/2020**	**Kent Alan Harkey M...**		**6680 · Checking Tex...**		**-1,500.00**
					42250 · Medical Direct...	-1,500.00	1,500.00
TOTAL						-1,500.00	1,500.00
Check	**2407**	**06/17/2020**	**ULINE**		**6680 · Checking Tex...**		**-188.25**
					42310 · Office Supplies	-188.25	188.25
TOTAL						-188.25	188.25
Check	**2408**	**06/17/2020**	**Benckenstein & Oxfo...**		**6680 · Checking Tex...**		**-360.00**
					2200 · Legal Fees	-360.00	360.00
TOTAL						-360.00	360.00
Check	**2409**	**06/17/2020**	**RP Returns**		**6680 · Checking Tex...**		**-150.00**
					42330 · Medical Suppl...	-150.00	150.00
TOTAL						-150.00	150.00
Check	**2410**	**06/17/2020**	**Coastal Welding**		**6680 · Checking Tex...**		**-271.20**
					44210 · Oxygen	-271.20	271.20
TOTAL						-271.20	271.20
Check	**2411**	**06/17/2020**	**Cop Stop**		**6680 · Checking Tex...**		**-194.00**
					44800 · Uniforms	-194.00	194.00
TOTAL						-194.00	194.00
Check	**2412**	**06/17/2020**	**David Sticker**		**6680 · Checking Tex...**		**-1,031.25**
					2010 · Accountant Fees	-1,031.25	1,031.25

Galveston County Emergency Services No. 2
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Type	Num	Date	Name	Item	Account	Paid Amount	Original Amount
TOTAL						-1,031.25	1,031.25
Check	**2413**	**06/17/2020**	**Siddons-Martin**		**6680 · Checking Tex...**		**-346.99**
					44900 · Vehicle Maint....	-346.99	346.99
TOTAL						-346.99	346.99
Check	**2414**	**06/17/2020**	**Municipal Emergenc...**		**6680 · Checking Tex...**		**-200.00**
					3010 · Crystal Beach ...	-200.00	200.00
TOTAL						-200.00	200.00
Check	**2415**	**06/17/2020**	**Bound Tree**		**6680 · Checking Tex...**		**-1,013.66**
					42330 · Medical Suppl...	-1,013.66	1,013.66
TOTAL						-1,013.66	1,013.66

EMS Invoice		May Expenses
Acct.	Description	Line Total
42110	Enterprise Guardian - Enguard (DS Visa)	40
42110	Adobe Acropro (DS Visa)	16.23
42110	Rugged Depot - AC Adaptor (DS Visa)	261
42250	Dr. Kent Alan Harkey, Inv. 1008	1500
42310	GCM - Water (Store Charge 06-2512720)	23.94
42310	GCM - Lock (Store Charge 05-1993521)	25.99
42310	GCM - No Sales Slip (Store Charge 05-2017473)	38.31
42310	GCM - Broom (Store Charge 052015750)	13.99
42310	Interstate Battery (DS Visa)	199.95
42310	Sam's - Supplies (DS Visa)	235.94
42310	USPS - Certified Mail (GO Visa)	6.95
42310	Office Depot - Binders & Tabs (GO Visa)	122.8
42310	Parker's - Battery & Flashlight (GO Visa)	37.98
42310	Office Depot - Ink (GO Visa)	207.78
42310	Office Depot - Sheet Protectors (GO Visa)	85.05
42310	HP Instant Ink (GO Visa)	41.63
42310	HP Instant Ink (DS Visa)	10.81
42310	Amazon - Bottles (GO Visa)	89.75
42310	WalMart (Reimbursed Kimbrow)	18.01
42320	Fire Station Furniture - Chair (DS Visa)	549
42320	Amazon Folding Table (GO Visa)	49.93
42320	Amazon Stylus (GO Visa)	23.36
42320	Amazon - Vacuum (GO Visa)	84.99
42320	Parker's - Hose Reel Cart (GO Visa)	37.99
42330	Bound Tree Inv. 83522953	256.8
42330	Bound Tree Inv. 83625865	128.4
42330	Bound Tree Inv. 83627474	49.58
42330	Bound Tree Inv. 83627475	128.4
42330	Bound Tree Inv. 83642662	310
42330	Bound Tree Inv. 83642663	140.48
42330	RP Returns Inv. 10585	150
42330	Uline - Tug-Tight Drum Seals Inv. 120334280	188.25
42330	Amazon (DS Visa)	81.6
42330	Stericycle Inv. 4009381627	206.13
42610	Payroll Tax	34804.09
42630	Salary & Hourly Employees	97921.89
42640	Payroll Services	578.43
42640	America's 401K (Inv. AMK-000073-Inv)	
42650	Aflac	952.02
42650	Blue Cross Blue Shield	14347.59
42650	Beam	1114.02
42650	The Standard - May	402.7
42650	Colonial Life (293.84 each payroll) Pd ONLINE 5/26/20	881.52
42720	Galveston Vehicle Reg. (GO Visa)	19
42740	Jose's Cantina - EMS Week (GO Visa)	188.52
42740	G's - EMS Week (GO Visa)	76.31
42740	Jose's Cantina - EMS Week (DS Visa)	118.4
42820	Verizon Connect Inv. OSV000002135313	98.7
42820	Verizon Inv. 9855793547	532.23
42820	Direct TV - May (GO Visa)	191.18
44100	OS Batteries (DS Visa)	53.82
44100	GCM - Wiperblades (Store Charge 03-1073919)	91.96
44210	Coastal Inv. 10386793	103.3
44210	Coastal Inv. 10385563	53.1
44210	Coastal Inv. 80149732	114.8
44500	Safe-D Ban Texas Stat (DS Visa)	35
44500	STAT Testing	775
44600	West Isle Inv. 10505 - Womack	30
44610	Total Reporting Inv. 3288 - Womack	56.5
44800	Kosa's - Embroidery Caps (DS Visa)	535.32
44900	Siddons-Martin Inv. 19404991A	346.99
44900	Kinsel Ford Inv. 778335	2826.12
		162609.53

EMS Budget Comparison 2019-2020

May '20 Expenses

Revised 4-24-20 - Account

	BUDGET	ACTUAL Prior Month YTD	ACTUAL Current Month	ACTUAL Total YTD May '20	Budget Variance	% Spent
2000 - Auditing Fees				$ -	$ -	
2100 - Bookkeeping				$ -	$ -	
2110 - Support & Software	$ 6,100.00	$ 4,465.65	$ 317.23	$ 4,782.88	$ 1,317.12	78.41%
2200 - Legal Fees				$ -	$ -	
2210 - Professional Fees - Other	$ 3,000.00			$ -	$ 3,000.00	0.00%
2250 - Medical Director Fees	$ 18,000.00	$ 9,500.00	$ 1,500.00	$ 11,000.00	$ 7,000.00	61.11%
2310 - Office Supplies	$ 7,500.00	$ 4,840.45	$ 1,158.88	$ 5,999.33	$ 1,500.67	79.99%
2320 - Office Equipment	$ 7,000.00	$ 2,328.89	$ 745.27	$ 3,074.16	$ 3,925.84	43.92%
2330 - Medical Supplies	$ 54,000.00	$ 39,393.24	$ 1,639.64	$ 41,032.88	$ 12,967.12	75.99%
2340 - Cleaning Supplies	$ 6,000.00	$ 1,563.14		$ 1,563.14	$ 4,436.86	26.05%
2410 - Insurance - Accident & Sickness				$ -	$ -	
2420 - Insurance - Bldg, Equip, & Gen Liab				$ -	$ -	
2430 - Insurance - Auto/Boat	$ 34,000.00	$ 32,263.39		$ 32,263.39	$ 1,736.61	94.89%
2440 - Insurance Workers Comp	$ 45,000.00	$ 41,067.00		$ 41,067.00	$ 3,933.00	91.26%
2450 Bond Insurance				$ -	$ -	
2500 - Travel	$ 2,500.00	$ 554.34		$ 554.34	$ 1,945.66	22.17%
2510 - Mileage reimbursement / Tolls	$ 2,000.00	$ 48.00		$ 48.00	$ 1,952.00	2.40%
2610 - Payroll Tax Expenses	$ 95,000.00	$ 106,533.62	$ 34,804.09	$ 141,337.71	$ (46,337.71)	148.78%
2630 - Salary & Hourly Employees	$ 1,350,000.00	$ 738,240.45	$ 97,921.89	$ 836,162.34	$ 513,837.66	61.94%
2640 - Payroll Services/401K (ADP-Final)(America's 401K)	$ 6,000.00	$ 7,187.18	$ 578.43	$ 7,765.61	$ (1,765.61)	129.43%
2550 - Fire Prevention				$ -	$ -	
2650 - Employee Medical/Benefits (Aflac) (BCBS) (UHC)(BEAM)	$ 140,000.00	$ 134,929.23	$ 17,697.85	$ 152,627.08	$ (12,627.08)	109.02%
2670 - Employee Insurance Deductible	$ 12,000.00			$ -	$ 12,000.00	0.00%
2700 - Dues & Subscriptions				$ -	$ -	
2710 - Safe D				$ -	$ -	
2720 - License & Permits	$ 12,000.00	$ 15.50	$ 19.00	$ 34.50	$ 11,965.50	0.29%
2730 - Public Relations	$ 1,000.00			$ -	$ 1,000.00	0.00%
2740 - Good of the Department	$ 700.00	$ 511.09	$ 383.23	$ 894.32	$ (194.32)	127.76%
2750 - Billing Service Fees	$ 14,400.00			$ -	$ 14,400.00	0.00%
2810 - Bldg Rent				$ -	$ -	
2820 - Telephone & Communications	$ 16,500.00	$ 5,083.44	$ 822.11	$ 5,905.55	$ 10,594.45	35.79%
2830 - Electricity				$ -	$ -	
2840 -Water/Garbage				$ -	$ -	
2850 - Propane				$ -	$ -	
2860 - Janitorial/Yard Service				$ -	$ -	
2870 - Alarm Service				$ -	$ -	
2900 - General & Administrative				$ -	$ -	
2880 - Miscellaneous Exp				$ -	$ -	
4000 - Firefighting / EMS Equipment	$ 7,000.00	$ 8,575.58		$ 8,575.58	$ (1,575.58)	122.51%
4050 - Equipment Maintenance	$ 25,000.00	$ 12,329.80		$ 12,329.80	$ 12,670.20	49.32%
4100 - Equipment Repair	$ 5,000.00	$ 4,595.88	$ 145.78	$ 4,741.66	$ 258.34	94.83%
4200 - Fuel	$ 25,900.00	$ 8,751.85		$ 8,751.85	$ 17,148.15	33.79%
4210 - Oxygen	$ 6,500.00	$ 1,450.11	$ 271.20	$ 1,721.31	$ 4,778.69	26.48%
4300 - Radio Usage	$ 3,000.00	$ 2,250.00		$ 2,250.00	$ 750.00	75.00%
4350 - Radio Repair				$ -	$ -	
4400 - General & Administrative				$ -	$ -	
4500 - Training	$ 15,000.00	$ 1,524.41	$ 810.00	$ 2,334.41	$ 12,665.59	15.56%
4600 - Medical Exams	$ 1,000.00	$ 248.00	$ 30.00	$ 278.00	$ 722.00	27.80%
4610 - Background Checks	$ 2,500.00	$ 339.00	$ 56.50	$ 395.50	$ 2,104.50	15.82%
4620 - Recruiting	$ 500.00			$ -	$ 500.00	0.00%
4700 - Building Maintenance				$ -	$ -	
4800 - Uniforms	$ 15,000.00	$ 9,420.14	$ 535.32	$ 9,955.46	$ 5,044.54	66.37%
4900 - Vehicle Maint. & Repair	$ 35,000.00	$ 15,723.43	$ 3,173.11	$ 18,896.54	$ 16,103.46	53.99%
5000 - Command Vehicle				$ -	$ -	
5010 - Rescue/Medical				$ -	$ -	
5020 - Fire Fighting				$ -	$ -	
5030 - Boat				$ -	$ -	
5040 - Building				$ -	$ -	
5050 - Other				$ -	$ -	
5060 - Ambulances				$ -		
BUDGET ADJUSTMENT				$ -	$ -	
	$ 1,974,100.00	$ 1,193,732.81	**$ 162,609.53**	$ 1,356,342.34	$ 617,757.66	68.71%

Exhibit B

Port Bolivar Volunteer Fire Department
PO Box 675 Port Bolivar, Texas 77650 1806 Broadway
Ph: 409-684-1984 Fax: 409-684-1003 pbvfd@att.net

Certification of Expense Request
FY 2019-2020

Acting in my capacity as Treasurer, on behalf of the **Port Bolivar Volunteer Fire Department**, we certify that the following expense reimbursement request of $1,661.05 for the month of May 2020 bills is true and correct to the best of our knowledge, and; has been procured in accordance with state and federal guidelines governing expenditures of public funds, and has been authorized for submission to the Galveston County emergency Services District #2 by the **Port Bolivar Volunteer Fire Department Board of Directors**.

Printed Name: Malcolm M. Comeaux, Treasurer

Signature: Malcolm M Comeaux Date: 6-9-2020

Printed Name: William Weeks, President

Signature: William Weeks Date: 6-9-2020

Port Bolivar Volunteer Fire Department

P.O. Box 675 • Port Bolivar, Texas 77650 • 1806 Broadway
Ph: 409-684-1984 • Fx: 409-684-1003 • bolivarems@aol.com

Date: 6/9/2020
Attention: ESD#2 Board
PORT BOLIVAR VOLUNTEER FIRE DEPARTMENT is requesting from the ESD#2 Board reimbursement for our May **2020** bills totaling $1661.05

Company	Information	Cost $	Paid by	Code
ATT	PHONE BILL	$ 281.98	CK	2820 ✓
PENINSULA RESIDENTIAL	TRASH SERVICE 5/15/2020	$ 140.00	CK	~~4700~~ ✓ 2840
DISH TV	TV 7/5/2018	$ 124.98	CK	2820 ✓
ENTERGY	OUTSIDE LIGHTS	$ 97.72	CK	2830 ✓
ENTERGY	INSIDE LIGHTS	$ 368.37	CK	2830 ✓
SUN COAST FUEL ONLY	DIESEL FUEL	$ 598.00	CK	4200 ✓
Total reporting	Back ground checks	$50.00	CK	4610 ✓
Total:		$1661.05		

PORT BOLIVAR VFD 2019-2020

May '20

Revised 3/4/20

	BUDGET	ACTUAL			Budget Variance
		Prior Month YTD	Current Month	Total YTD May '20	
2000 - Auditing Fees	$ 3,000.00			$ -	$ 3,000.00
2100 - Bookkeeping	$ 2,500.00			$ -	$ 2,500.00
2110 - Support & Software	$ 500.00			$ -	$ 500.00
2200 - Legal Fees	$ 5,000.00			$ -	$ 5,000.00
2210 - Professional Fees Other	$ 3,000.00			$ -	$ 3,000.00
2310 - Office Supplies	$ 2,000.00			$ -	$ 2,000.00
2320 - Office Equipment	$ 1,500.00			$ -	$ 1,500.00
2340 - Cleaning Supplies	$ 1,000.00			$ -	$ 1,000.00
2410 - Insurance - Accident & Sickness	$ 6,500.00			$ -	$ 6,500.00
2420 - Insurance - Bldg, Equip, & Gen Liab				$ -	$ -
2430 - Insurance - Auto/Boat				$ -	$ -
2440 - Insurance Workers Comp				$ -	$ -
2500 - Travel	$ 1,200.00			$ -	$ 1,200.00
2510 - Mileage reimbursements/tolls	$ 1,200.00			$ -	$ 1,200.00
2550 - Fire Prevention	$ 2,000.00			$ -	$ 2,000.00
2700 - Dues & Subscriptions	$ 1,000.00	$ 450.00		$ 450.00	$ 550.00
2710 - Safe D				$ -	$ -
2720 - License & Permits	$ 500.00	$ 28.00		$ 28.00	$ 472.00
2730 - Public Relations				$ -	$ -
2740 - Good of the Department				$ -	$ -
2750 - Billing Service Fees				$ -	$ -
2810 - Bldg Rent				$ -	$ -
2820 - Telephone & Communications	$ 6,500.00	$ 1,574.67	$ 406.96	$ 1,981.63	$ 4,518.37
2830 - Electricity	$ 10,000.00	$ 1,998.56	$ 466.09	$ 2,464.65	$ 7,535.35
2840 -Water/Garbage	$ 2,200.00	$ 810.00	$ 140.00	$ 950.00	$ 1,250.00
2850 - Propane				$ -	$ -
2860 - Janitorial/Yard Service	$ 1,000.00			$ -	$ 1,000.00
2870 - Alarm Service	$ 1,500.00			$ -	$ 1,500.00
2900 - General & Administrative				$ -	$ -
3100 - Uncategorized				$ -	$ -
4000 - Firefighting / EMS Equipment	$ 8,500.00	$ 3,934.56		$ 3,934.56	$ 4,565.44
4050 - Equipment Maintenance	$ 2,193.26	$ 285.57		$ 285.57	$ 1,907.69
4100 - Equipment Repair	$ 3,500.00			$ -	$ 3,500.00
4200 - Fuel	$ 5,500.00	$ 894.07	$ 598.00	$ 1,492.07	$ 4,007.93
4300 - Radio Usage	$ 4,000.00	$ 2,880.00		$ 2,880.00	$ 1,120.00
4350 - Radio Repair	$ 3,200.00	$ 1,588.78		$ 1,588.78	$ 1,611.22
4400 - General & Administrative				$ -	$ -
4500 - Training	$ 9,000.00			$ -	$ 9,000.00
4600 - Medical Exams	$ 2,500.00			$ -	$ 2,500.00
4610 - Background Checks	$ 1,200.00		$ 50.00	$ 50.00	$ 1,150.00
4700 - Building Maintenance	$ 3,000.00	$ 483.79		$ 483.79	$ 2,516.21
4800 - Uniforms	$ 3,000.00			$ -	$ 3,000.00
4900 - Vehicle Maint. & Repair	$ 13,306.74	$ 13,306.74		$ 13,306.74	$ -
5000 - Command Vehicle				$ -	$ -
5010 - Rescue/Medical				$ -	$ -
5020 - Fire Fighting				$ -	$ -
5030 - Boat				$ -	$ -
5040 - Building				$ -	$ -
5050 - Other				$ -	$ -
BUDGET ADJ				$ -	$ -
	$ 111,000.00	$ 28,234.74	**$ 1,661.05**	$ 29,895.79	$ 81,104.21

INVOICE

High Island Volunteer Fire Rescue
P.O. Box 144
High Island, Texas 77623

DATE JUNE 2, 2020
INVOICE # 2020-005

TO **Galveston County ESD #2**
930 Nobel Carl Dr
Crystal Beach, TX 77650

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		Due on receipt	

LINE ITEM	DESCRIPTION	UNIT PRICE	LINE TOTAL
2820	Cameron Communications – EFT – Station phones/fax/internet	260.85	260.85
2830	Entergy – EFT - Electrical Fire Station	315.40	576.25
4700	USFANCO – Debit – Building Maintenance	112.85	689.10
4700	Stratton's- # 2598 – Station Maintenance	76.26	765.36
4900	Kinsel Ford -# 2599 – Fleet Repairs – Fuel tank – Brush 1	1,882.75	2,648.11
2840	Peninsula Waste - # 2600 – Garbage Service – Fire Station	110.00	2,758.11
2420	VFIS – # 2601 – Contents Increase – Fire Station	362.00	3,120.11
2100	Dunaway & Willis PC - # 2602 – Income tax 2019	937.50	4,057.61
2820	Dish Network – # 2603 – Cable for Fire Station	135.53	4,193.14
4900	Stratton's- # 2604 – Fleet Maintenance	5.98	4,199.12
4200	County of Galveston - # 2305 – Fleet Fuel – April 2020	136.72	4,335.84
2320	Amazon – Debit – Office Equipment	27.98	4,363.82
2860	Dollar Store – Debit – Janitorial Supplies	29.07	4,392.89
4700	Harbor Freight – Debit – Station Maintenance	88.68	4,481.57
2320	Academy – Debit – Office Supplies	13.48	4,495.05
4100	L & G Tire Shop - Debit – Badboy tire repairs	12.00	4,507.05

Grand Total **$4,507.05**

Make all checks payable to High Island Volunteer Fire Rescue
Thank you for your business!

HIGH ISLAND

Volunteer Fire/Rescue

P.O. Box 144, 2041 7th Street
High Island, Texas 77623
Phone (409) 286-5811 Fax (409) 286-5424

June 2, 2020

Galveston County ESD # 2
PO Box 1709
Crystal Beach, Texas 77650

Ref: Certification of expense reimbursement request

I, Katherine Isaacks, acting in my capacity as Treasurer, on behalf of High Island Volunteer Fire Rescue, Inc. do certify that the expense reimbursement request that is submitted for the amount of $4,507.05 is true and correct to the best of my knowledge, and has been processed in accordance with State and Federal guidelines governing expenditures of public funds, and has been authorized for submission to the Galveston County ESD # 2 by the High Island Volunteer Fire Rescue Inc. Board of Directors.

Katherine Isaacks
Signature

6-2-20
Date

High Island Budget Comparison 2019-2020

May 2020 Expenses

	BUDGET	ACTUAL			Budget Variance
		Prior Month YTD	Current Month May '20	Total YTD	
2000 - Auditing Fees				$ -	$ -
2100 - Bookkeeping	$ 1,000.00		$ 937.50	$ 937.50	$ 62.50
2110 - Support & Software				$ -	$ -
2200 Legal Fees	$ 1,200.00			$ -	$ 1,200.00
2310 - Office Supplies	$ 1,200.00	$ 436.83		$ 436.83	$ 763.17
2320 - Office Equipment	$ 500.00		$ 41.46	$ 41.46	$ 458.54
2410 - Insurance - Accident & Sickness	$ 1,200.00	$ 1,102.00		$ 1,102.00	$ 98.00
2420 - Insurance - Bldg, Equip, & Gen Liab	$ 10,000.00	$ 10,000.00	$ 362.00	$ 10,362.00	$ (362.00)
2430 - Insurance - Auto/Boat	$ 6,000.00	$ 6,672.00		$ 6,672.00	$ (672.00)
2440 - Insurance Workers Comp	$ 600.00	$ 754.00		$ 754.00	$ (154.00)
2500 - Travel				$ -	$ -
2550 - Fire Prevention				$ -	$ -
2700 - Dues & Subscriptions	$ 1,000.00	$ 676.00		$ 676.00	$ 324.00
2710 - Safe D				$ -	$ -
2720 - License & Permits	$ 150.00	$ 124.00		$ 124.00	$ 26.00
2730 - Public Relations				$ -	$ -
2740 - Good of the Department	$ 500.00			$ -	$ 500.00
2750 - Billing Service Fees				$ -	$ -
2810 - Bldg Rent				$ -	$ -
2820 - Telephone & Communications	$ 4,500.00	$ 2,831.17	$ 396.38	$ 3,227.55	$ 1,272.45
2830 - Electricity	$ 5,000.00	$ 2,496.62	$ 315.40	$ 2,812.02	$ 2,187.98
2840 -Water/Garbage	$ 1,200.00	$ 730.00	$ 110.00	$ 840.00	$ 360.00
2850 - Propane				$ -	$ -
2860 - Janitorial/Yard Service	$ 2,200.00	$ 956.66	$ 29.07	$ 985.73	$ 1,214.27
2870 - Alarm Service				$ -	$ -
2900 - General & Administrative				$ -	$ -
3100 - Uncategorized				$ -	$ -
4000 - Firefighting / EMS Equipment				$ -	$ -
4050 - Equipment Maintenance	$ 2,500.00	$ 1,879.93		$ 1,879.93	$ 620.07
4100 - Equipment Repair	$ 1,500.00	$ 10.38	$ 12.00	$ 22.38	$ 1,477.62
4200 - Fuel	$ 2,000.00	$ 1,271.51	$ 136.72	$ 1,408.23	$ 591.77
4300 - Radio Usage	$ 2,500.00	$ 2,160.00		$ 2,160.00	$ 340.00
4350 - Radio Repair	$ 3,000.00			$ -	$ 3,000.00
4400 - General & Administrative				$ -	$ -
4500 - Training	$ 2,050.00			$ -	$ 2,050.00
4600 - Medical Exams				$ -	$ -
4700 - Building Maintenance	$ 4,500.00	$ 1,778.26	$ 277.79	$ 2,056.05	$ 2,443.95
4800 - Uniforms	$ 1,500.00			$ -	$ 1,500.00
4900 - Vehicle Maint. & Repair	$ 15,500.00	$ 2,920.18	$ 1,888.73	$ 4,808.91	$ 10,691.09
5000 - Command Vehicle				$ -	$ -
5010 - Rescue/Medical				$ -	$ -
5020 - Fire Fighting				$ -	$ -
5030 - Boat (EMS Capital)		$ 1,340.00			$ -
5040 - Building				$ -	$ -
5050 - Other				$ -	$ -
	$ 71,300.00		**$ 4,507.05**	$ 41,306.59	$ 29,993.41

INVOICE

Crystal Beach Fire & Rescue
930 Noble Carl Dr.
Crystal Beach, Texas 77650

DATE: MAY 2020

TO Galveston County ESD #2
930 Noble Carl Dr.
Crystal Beach, TX 77650

SALESPERSON	JOB	PAYMENT TERMS	DUE DATE
		Due on receipt	

LINE ITEM	DESCRIPTION	UNIT PRICE	LINE TOTAL
2830	Entergy		1012.02
2820	Vonage		390.00
2840	Bolivar Peninsula SUD		153.77
2840	Bolivar Peninsula SUD		185.84
2840	Peninsula Residential		210.00
2820	Southern Broadband		169.95
4000	Sunny Communication (Radio's)		13500.00

SUBTOTAL	**$15621.58**
SALES TAX	
TOTAL	**$15621.58**

I attest that the following information is accurate to the best of my knowledge and has been authorized by the Board of Directors of Crystal Beach Fire Department.

Crystal Beach Fire & Rescue

CRYSTAL BEACH VFD 2019-2020

May '20 Expenses

Revised 4.15.20

	BUDGET	ACTUAL			Budget Variance
		Prior Month YTD	Current Month May '20	Total YTD	
2000 - Auditing Fees				$ -	$ -
2010 - Accountant Fees	$ 1,500.00			$ -	$ 1,500.00
2100 - Bookkeeping				$ -	$ -
2110 - Support & Software				$ -	$ -
2200 Legal Fees				$ -	$ -
2310 - Office Supplies	$ 1,000.00	$ 413.79		$ 413.79	$ 586.21
2320 - Office Equipment				$ -	$ -
2410 - Insurance - Accident & Sickness				$ -	$ -
2420 - Insurance - Bldg, Equip, & Gen Liab				$ -	$ -
2430 - Insurance - Auto/Boat				$ -	$ -
2440 - Insurance Workers Comp				$ -	$ -
2500 - Travel	$ 500.00			$ -	$ 500.00
2550 - Fire Prevention	$ 500.00			$ -	$ 500.00
2700 - Dues & Subscriptions	$ 200.00	$ 200.00		$ 200.00	$ -
2710 - Safe D				$ -	$ -
2720 - License & Permits	$ 200.00			$ -	$ 200.00
2730 - Public Relations				$ -	$ -
2740 - Good of the Department				$ -	$ -
2750 - Billing Service Fees				$ -	$ -
2810 - Bldg Rent				$ -	$ -
2820 - Telephone & Communications	$ 7,600.00	$ 3,923.88	$ 559.95	$ 4,483.83	$ 3,116.17
2830 - Electricity	$ 19,500.00	$ 7,132.35	$ 1,012.02	$ 8,144.37	$ 11,355.63
2840 -Water/Garbage	$ 5,600.00	$ 2,458.85	$ 549.61	$ 3,008.46	$ 2,591.54
2850 - Propane	$ 1,200.00			$ -	$ 1,200.00
2860 - Janitorial/Yard Service	$ 600.00	$ 420.00		$ 420.00	$ 180.00
2870 - Alarm Service				$ -	$ -
2900 - General & Administrative				$ -	$ -
4000 - Firefighting / EMS Equipment	$ 2,500.00	$ 1,258.27	$ 13,500.00	$ 14,758.27	$ (12,258.27)
4050 - Equipment Maintenance	$ 2,000.00			$ -	$ 2,000.00
4100 - Equipment Repair	$ 2,000.00			$ -	$ 2,000.00
4200 - Fuel	$ 2,000.00	$ 129.00		$ 129.00	$ 1,871.00
4300 - Radio Usage	$ 3,000.00	$ 1,777.50		$ 1,777.50	$ 1,222.50
4350 - Radio Repair	$ 2,500.00			$ -	$ 2,500.00
4400 - General & Administrative				$ -	$ -
4500 - Training	$ 30,000.00			$ -	$ 30,000.00
4600 - Medical Exams				$ -	$ -
4700 - Building Maintenance	$ 2,000.00	$ 1,817.84		$ 1,817.84	$ 182.16
4800 - Uniforms				$ -	$ -
4900 - Vehicle Maint. & Repair	$ 15,000.00	$ 1,611.32		$ 1,611.32	$ 13,388.68
5000 - Command Vehicle				$ -	
5010 - Rescue/Medical				$ -	
5020 - Fire Fighting				$ -	
5030 - Boat				$ -	
5040 - Building				$ -	
5050 - Other				$ -	
				$ -	
	$ 99,400.00	$ 21,142.80	**$ 15,621.58**	$ 36,764.38	$ 62,635.62

Exhibit C

TEXAS FIRST BANK

Helping Texans Build Texas

www.texasfirst.bank

3000 FM 1764 • La Marque, TX 77568-2452

Return Service Requested

TELEPHONE BANKING
(409) 945-9889 (281) 538-2226
(855) 355-TFB1 (8321)

BOOKKEEPING
(409) 948-1993

GALVESTON COUNTY EMERGENCY SERVICES
DISTRICT NO 2
PO BOX 1575
CRYSTAL BEACH TX 77650-1575

Account Number: 10026680
Statement Date: 5/31/20
Checks/Items Enclosed: 29

EM

AA-PUBLIC FUNDS GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO 2 Acct 10026680

Beginning Balance	5/01/20	177,642.75	
Deposits / Misc Credits	21	140,806.55	
Withdrawals / Misc Debits	39	180,482.15	
** Ending Balance	5/31/20	137,967.15	**
Service Charge		.00	
Average Balance		227,605	
Enclosures		29	

FEE RECAP

	Total for this period	Total year-to-date
Total Overdraft Fees	$.00	$.00
Total Returned Item Fees	$.00	$.00

DEPOSITS AND OTHER CREDITS

Date	Deposits	Activity Description
5/01	703.80	Galves1xxx0908/TaxNew2019 ESD #2
5/04	2,839.67	Galves1xxx0908/TaxNew2019 ESD #2
5/06	197.91	Galves1xxx0908/TaxNew2019 ESD #2
5/06	2,602.46	Galves1xxx0908/TaxNew2019 ESD #2
5/07	1,996.84	Galves1xxx0908/TaxNew2019 ESD #2
5/08	114,243.68	CPA STATE FISCAL/INV-PAYMTS 32052690065000 GALVESTON CO ESD
5/11	250.54	Galves1xxx0908/TaxNew2019 ESD #2
5/12	1,823.55	Galves1xxx0908/TaxNew2019 ESD #2
5/13	553.51	Galves1xxx0908/TaxNew2019 ESD #2
5/15	512.81	Galves1xxx0908/TaxNew2019 ESD #2
5/15	2,240.59	Galves1xxx0908/TaxNew2019 ESD #2
5/18	484.79	Galves1xxx0908/TaxNew2019 ESD #2
5/19	985.14	Galves1xxx0908/TaxNew2019 ESD #2
5/20	6,800.50	Deposit

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Return Service Requested

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(855) 355-TFB1 (8321)

BOOKKEEPING
(409) 948-1993

GALVESTON COUNTY EMERGENCY SERVICES

Account Number: 10026680
Statement Date: 5/31/20

DEPOSITS AND OTHER CREDITS

Date	Deposits	Activity Description
5/20	618.01	Galves1xxx0908/TaxNew2019 ESD #2
5/21	357.01	Galves1xxx0908/TaxNew2019 ESD #2
5/22	917.01	Galves1xxx0908/TaxNew2019 ESD #2
5/26	885.15	Galves1xxx0908/TaxNew2019 ESD #2
5/27	883.79	Galves1xxx0908/TaxNew2019 ESD #2
5/29	364.96	Galves1xxx0908/TaxNew2019 ESD #2
5/29	544.83	Galves1xxx0908/TaxNew2019 ESD #2

DEBITS AND OTHER WITHDRAWALS

Date	Withdrawals	Activity Description
5/01	224.03	ADP PAYROLL FEES/ADP - FEES 662805170709918 Galveston County Emerg
5/04	1,114.02	Beam-Prenium/ePay TX03560 GALVESTON COUNTY ESD 2
5/08	175.96	ADP PAYROLL FEES/ADP - FEES 2ROFX 2595493 Galveston County Emerg
5/14	15,155.46	ADP Tax/ADP Tax K7OFX 051510A01 GALVESTON COUNTY EMERG
5/14	43,823.38	ADP WAGE PAY/WAGE PAY 9441136277080FX GALVESTON COUNTY EMERG
5/19	952.02	AFLAC/INSURANCE J1B26478635 GALVESTON COUNTY ESD#2
5/22	178.44	ADP PAYROLL FEES/ADP - FEES 2ROFX 3576954 Galveston County Emerg
5/28	881.52	COLONIAL LIFE/INS. PREM. E5407465 GALVESTON COUNTY ESD 2
5/28	19,648.63	ADP Tax/ADP Tax K7OFX 052911A01 GALVESTON COUNTY EMERG
5/28	54,098.51	ADP WAGE PAY/WAGE PAY 625073840391OFX GALVESTON COUNTY EMERG
5/29	14,347.59	HEALTH CARE SERV/OBPPAYMT 3032458957 PENINSULA EMERGENCY ME

CHECKS PAID

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
5/18	2336	76.06	5/15	2340*	10.00	5/21	2341	373.75

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GALVESTON COUNTY EMERGENCY SERVICES

Account Number: 10026680
Statement Date: 5/31/20

CHECKS PAID

* indicates skip in check numbers

Date	Check No.	Amount	Date	Check No.	Amount	Date	Check No.	Amount
5/12	2344*	243.30	5/27	2371	729.86	5/27	2379	1,638.88
5/28	2360*	500.00	5/26	2372	98.70	5/27	2380	150.00
5/28	2364*	1,015.44	5/28	2373	1,001.10	5/27	2382*	1,301.60
5/28	2365	1,260.15	5/26	2374	929.64	5/29	2383	138.22
5/29	2366	1,408.06	5/29	2375	371.00	5/27	2384	248.10
5/22	2367	6,368.87	5/28	2376	240.00	5/28	2385	25.50
5/26	2368	2,001.89	5/26	2377	1,395.50	5/26	2387*	6,475.78
5/27	2369	532.43	5/27	2378	124.00	5/28	2388	812.50
5/26	2370	412.26						

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
5/01	178,122.52	5/13	301,097.40	5/21	252,705.58
5/04	179,848.17	5/14	242,118.56	5/22	247,075.28
5/06	182,648.54	5/15	244,861.96	5/26	236,646.66
5/07	184,645.38	5/18	245,270.69	5/27	232,805.58
5/08	298,713.10	5/19	245,303.81	5/28	153,322.23
5/11	298,963.64	5/20	252,722.32	5/29	137,967.15
5/12	300,543.89				

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(855) 355-TFB1 (8321)

BOOKKEEPING
(409) 948-1993

GALVESTON COUNTY EMERGENCY SERVICES
DISTRICT NO 2
PO BOX 1575
CRYSTAL BEACH TX 77650-1575

Account Number: 20059804
Statement Date: 3/31/20
Checks/Items Enclosed: 0

QE

STATEMENT SUMMARY

SAVINGS	2,483.83

PUBLIC FUNDS SAVINGS — GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO 2 — Acct 20059804

	Beginning Balance	1/01/20	2,482.18	
	Deposits / Misc Credits	3	1.65	
	Withdrawals / Misc Debits	0	.00	
**	Ending Balance	3/31/20	2,483.83	**
	Service Charge		.00	
	Interest Paid		1.65	
	Interest Paid Year To Date		1.65	
	Annual Percentage Yield Earned		.27%	
	Number of Days for A.P.Y.E.		91	
	Average Balance for A.P.Y.E.		2,482.79	
	Minimum Balance		2,483	

DEPOSITS AND OTHER CREDITS

Date	Deposits	Activity Description
1/31	.63	Interest Paid
2/28	.59	Interest Paid
3/31	.43	Interest Paid

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
1/31	2,482.81	2/28	2,483.40	3/31	2,483.83

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GALVESTON COUNTY EMERGENCY SERVICES
DISTRICT NO 2
BILLING REVENUE
PO BOX 1575
CRYSTAL BEACH TX 77650-1575

Account Number: 10227569
Statement Date: 5/31/20
Checks/Items Enclosed: 1

EM

PUBLIC FUNDS GALVESTON COUNTY EMERGENCY SERVICES Acct 10227569
DISTRICT NO 2
BILLING REVENUE

Beginning Balance	5/01/20	92,382.39	
Deposits / Misc Credits	6	21,394.00	
Withdrawals / Misc Debits	2	2,410.00	
** Ending Balance	5/31/20	111,366.39	**
Service Charge		.00	
Average Balance		98,721	
Enclosures		1	

FEE RECAP

	Total for this period	Total year-to-date
Total Overdraft Fees	$.00	$.00
Total Returned Item Fees	$.00	$.00

DEPOSITS AND OTHER CREDITS

Date	Deposits	Activity Description
5/04	450.36	NOVITAS/HCCLAIMPMT TRN*1*803924846*1205296137~ 1245795590 GALVESTON CTY EMER SCV
5/11	398.38	NOVITAS/HCCLAIMPMT TRN*1*803960995*1205296137~ 1245795590 GALVESTON CTY EMER SCV
5/18	832.37	NOVITAS/HCCLAIMPMT TRN*1*803998039*1205296137~ 1245795590 GALVESTON CTY EMER SCV
5/20	18,723.16	Deposit
5/26	430.90	NOVITAS/HCCLAIMPMT TRN*1*804036509*1205296137~ 1245795590 GALVESTON CTY EMER SCV

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GALVESTON COUNTY EMERGENCY SERVICES

Account Number: 10227569
Statement Date: 5/31/20

DEPOSITS AND OTHER CREDITS

Date	Deposits	Activity Description
5/29	558.83	PALMETTO GBA/HCCLAIMPMT TRN*1*808100355*1571062326~ 1245795590 GALVESTON CTY EMER SVS

DEBITS AND OTHER WITHDRAWALS

Date	Withdrawals	Activity Description
5/05	2,404.00	Return Item - Chargeback
5/05	6.00	Returned/Reprocessed Item Handling Fee

DAILY BALANCE SUMMARY

Date	Balance	Date	Balance	Date	Balance
5/04	92,832.75	5/18	91,653.50	5/26	110,807.56
5/05	90,422.75	5/20	110,376.66	5/29	111,366.39
5/11	90,821.13				

TEXAS FIRST BANK

JUNE 05, 2020

TEXAS FIRST BANK
3000 FM 1764
LA MARQUE, TEXAS 77568

(409) 948-1993 0000

ACCOUNT ANALYSIS STATEMENT

GALVESTON COUNTY EMERGENCY SERVICES
DISTRICT NO 2
PO BOX 1575
CRYSTAL BEACH TX 77650-1575

OFFICER: BCZ
ACCT TYPE: 045

ACCOUNT: 10026680

STATEMENT

CYCLE ENDING MAY 31, 2020 FOR 31 DAYS

BALANCE ANALYSIS

AVERAGE DAILY LEDGER BALANCE		227,606.00
ADJUSTED AVERAGE COLLECTED BALANCE		227,606.00
LESS: LEGAL RESERVE - DDA	(10.0000%)	22,760.60
AVERAGE AVAILABLE BALANCE		204,845.40
BALANCE EARNINGS ALLOWANCE	(.5000%)	86.99
GROSS ACCOUNT EARNINGS		86.99

ANALYSIS SUMMARY

GROSS ACCOUNT EARNINGS	86.99
LESS: TOTAL SERVICES PROVIDED	49.90
ACCOUNT EXCESS/DEFICIT	37.09

TEXAS FIRST BANK

ACCOUNT ANALYSIS STATEMENT

ACCOUNT NO: 10026680 GALVESTON COUNTY

SERVICE SUMMARY

SERVICES PROVIDED	AMT/VOLUME	UNIT PRICE	TOTAL CHG	COLL BAL REQ
ACCOUNT SERVICES				
ACCOUNT MAINTENANCE-DDA	1	20.0000	20.00	52,329.70
TOTAL ACCOUNT SERVICES			20.00	52,329.70
DEPOSIT SERVICES				
CREDITS/DEPOSITS	1	.4000	.40	1,046.59
ITEMS DEPOSITED-NON LOCAL	2	.1500	.30	784.95
TOTAL DEPOSIT SERVICES			.70	1,831.54
DISBURSEMENT SERVICES				
DEBITS/CHECKS PAID	28	.2000	5.60	14,652.32
TOTAL DISBURSEMENT SERVICES			5.60	14,652.32
ACH SERVICES				
DEBITS-ACH/ELECTRONIC	11	.2000	2.20	5,756.27
CREDITS-ACH/ELECTRONIC	20	.2000	4.00	10,465.94
TOTAL ACH SERVICES			6.20	16,222.21
SPECIAL SERVICES				
BALANCE ASSESSMENT	1	.0900	17.40	45,526.84
TOTAL SPECIAL SERVICES			17.40	45,526.84
TOTAL			49.90	130,562.61

ACCOUNT HISTORY

MO/YR	AVERAGE LEDGER	AVERAGE COLLECTED	TOTAL SERVICES	EARN RATE	NET POSITION
04/20	171,031	171,031	47.30	.5000%	15.96
03/20	321,115	321,115	203.45	.5000%	80.72-
02/20	597,615	597,615	74.83	.7500%	245.67
01/20	422,856	422,856	68.92	.9500%	238.14
12/19	388,060	388,060	63.31	.9500%	218.49
11/19	375,949	375,949	69.41	.9500%	194.78
10/19	241,850	241,850	53.64	.9500%	121.98
09/19	305,625	305,625	55.21	1.0500%	182.17
08/19	304,620	304,620	60.98	1.0500%	183.51
07/19	122,916	122,916	42.35	1.0500%	56.30
06/19	143,927	143,927	41.75	1.0500%	70.04
05/19	204,300	204,300	47.82	1.0500%	116.15

GSASSOC@SWBELL.NET
georgiaosten@gcesdn2.org
Galveston County Emergency Service District No 2
TIN# 46-2996141
Attn: George Strong or Georgia Osten

Date: May 29, 2020

SUBJECT: TOTAL DEPOSITS vs TOTAL COLLATERAL

TOTAL PROJECTED DEPOSITS AT TEXAS FIRST BANK

DEPOSITS:		
Total Demand Deposits:		$249,333.54
LESS FDIC COVERAGE Demand		($250,000.00)
		($666.46)
Total Savings-Time-NOW Deposits:		$2,484.24
LESS FDIC COVERAGE SV-Time		($250,000.00)
		($247,515.76)
	Total	($248,182.22)
110% OF DEPOSITS not covered		($733.11)

COVERAGE:

TOTAL PLEDGED SECURITY	$1,728,327.11	
BOOK VALUE	$1,762,566.19	
MARKET VALUE	$1,796,470.70	
Market Value		$1,796,470.70
EXCESS COLLATERAL		$1,797,203.81

PREPARED BY: Amanda Tinnin
amanda.tinnin@texasfirstbank.com
409-978-2250

TEXAS FIRST BANK
TEXAS CITY, TX

Pledge Security Listing

May 31, 2020

ID	CUSIP	Description	Safekeeping Location	Safekeeping Receipt	Coupon	Maturity Date	Call Date	Moody	S&P	Fitch	ASC 320	Face Amount	Current Par	Current Book Value	Market Value	Gain(Loss)
13135-Galveston County Emergency Services District No 2																
187	31403DHA9	FN #745525	Frost Bank		5.50	05/01/2021		AAA	AA+	AAA	HTM	1,162,500	3,131.57	3,131.61	3,162.28	30.68
311	3128MMJK0	FHLMC #G18265	Frost Bank -		5.50	07/01/2023		AAA	AA+	AAA	AFS	1,000,000	15,195.54	15,182.29	15,921.67	739.38
1194	507071JA7	LAGO VISTA TX	Frost Bank		4.00	02/15/2025		NR	AA	NR	HTM	460,000	460,000.00	494,252.29	523,272.60	29,020.31
1398	349425S58	FORT WORTH TX CTFS OLBI	Frost Bank		5.00	03/01/2021	06/30/2020	AA3	AA	AA+	HTM	1,250,000	1,250,000.00	1,250,000.00	1,254,114.15	4,114.15
	Total for 13135-Galveston County Emergency Services District No 2											**3,872,500**	**1,728,327.11**	**1,762,566.19**	**1,796,470.70**	**33,904.52**

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

TexSTAR

GALVESTON COUNTY ESD NO 2
ATTN GEORGE STRONG
PO BOX 1575
CRYSTAL BEACH TX 77650-1575

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 0841611110

ACCOUNT NAME: GENERAL FUND ACCOUNT

STATEMENT PERIOD: 05/01/2020 - 05/31/2020

TEXSTAR MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.2444%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 29 DAYS AND THE NET ASSET VALUE FOR 5/29/20 WAS 1.000320.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			208,207.22
05/29/2020	MONTHLY POSTING	9999888	43.20	208,250.42
	ENDING BALANCE			208,250.42

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	208,207.22
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	43.20
ENDING BALANCE	208,250.42
AVERAGE BALANCE	208,207.22

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
GENERAL FUND ACCOUNT	100,000.00	0.00	551.35

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT TEXSTAR PARTICIPANT SERVICES AT 1-800-839-7827.

TSL.*12200*.0996403007.00588.02445.CNSTSL01.INVMTL.....JTL.....000003239

TexSTAR

GALVESTON COUNTY ESD NO 2
ATTN GEORGE STRONG
PO BOX 1575
CRYSTAL BEACH TX 77650-1575

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 0841611890

ACCOUNT NAME: CAPITAL FUND

STATEMENT PERIOD: 05/01/2020 - 05/31/2020

TEXSTAR MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.2444%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 29 DAYS AND THE NET ASSET VALUE FOR 5/29/20 WAS 1.000320.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			104,242.02
05/29/2020	MONTHLY POSTING	9999888	21.62	104,263.64
	ENDING BALANCE			104,263.64

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	104,242.02
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	21.62
ENDING BALANCE	104,263.64
AVERAGE BALANCE	104,242.02

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
CAPITAL FUND	100,000.00	0.00	142.17

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT TEXSTAR PARTICIPANT SERVICES AT 1-800-839-7827.

TSL *12300*.0996403007.00589.02446 CNSTSL01 INVMTL.....JTL.....000003317

TexSTAR

GALVESTON COUNTY ESD NO 2
ATTN GEORGE STRONG
PO BOX 1575
CRYSTAL BEACH TX 77650-1575

MONTHLY STATEMENT OF ACCOUNT

ACCOUNT: 0841654140

ACCOUNT NAME: EMERGENCY FUND

STATEMENT PERIOD: 05/01/2020 - 05/31/2020

TEXSTAR MONTHLY SUMMARY: THE AVERAGE MONTHLY RATE WAS 0.2444%. THE AVERAGE WEIGHTED AVERAGE MATURITY WAS 29 DAYS AND THE NET ASSET VALUE FOR 5/29/20 WAS 1.000320.

MONTHLY ACTIVITY DETAIL

TRANSACTION DATE	DESCRIPTION	CONFIRMATION NUMBER	TRANSACTION AMOUNT	BALANCE
	BEGINNING BALANCE			1,019,699.15
05/29/2020	MONTHLY POSTING	9999888	211.62	1,019,910.77
	ENDING BALANCE			1,019,910.77

MONTHLY ACCOUNT SUMMARY

BEGINNING BALANCE	1,019,699.15
TOTAL DEPOSITS	0.00
TOTAL WITHDRAWALS	0.00
TOTAL INTEREST	211.62
ENDING BALANCE	1,019,910.77
AVERAGE BALANCE	1,019,699.15

ACTIVITY SUMMARY (YEAR-TO-DATE)

ACCOUNT NAME	DEPOSITS	WITHDRAWALS	INTEREST
EMERGENCY FUND	0.00	0.00	4,014.53

IF YOU HAVE ANY QUESTIONS, PLEASE CONTACT TEXSTAR PARTICIPANT SERVICES AT 1-800-839-7827.

TSL..*12410*.0996403007.00590.02447.CNSTSL01.INVMTL.....JTL.....000003318

Treasurer's Report. June 2020

6/17/20 7:16 AM

From: George Strong <georgestrong@gcesd2.org>

To: "georgiaosten@gcesd2.org" <georgiaosten@gcesd2.org>, George Strong <georgestrong@gcesd2.org>

As of today we have $180,441 in our general bank account and $113,772 in our billing account. $2,484 was in our bank savings account. Our TexSTAR accounts showed $1,019,910 for emergencies, $104,263 for capital and $208,750 in the general fund.

We received $98,757 in June for sales tax and $26,605 in property tax for May.

We are starting the budget process for 2020-2021 as we have to set the tax rate in early August. We will review the budget schedule today.

You will note a decrease in TexSTAR as the interest rates have gone downhill. About 0.25 % .

We will have several budget amendments in June.

George Strong, Treasurer

Sent from my iPhone , 713-526-3606

GCESD#2 SALES AND PROPERTY TAX COLLECTIONS, FY 2019-2020 WITH PRIOR YEAR TOTALS

Fiscal Year	FY2013-14	FY2014-15	FY2015-16	FY2016-17	FY2017-18	FY2018-19			FY2019-20			PRIOR YEAR MTH		PRIOR YEARS YTD	
	Totals	Totals	Totals	Total	Total	Sales	Property	Total	Sales	Property	Total				
October	$819.08	$78,800.11	$83,339.76	$101,715.51	$185,055.27	$102,165.00	$39,135.49	$141,300.49	$95,163.00	$7,282.19	$102,445.19	-$38,855.30	-27%	-$38,855.30	73%
November	$95,382.53	$154,501.60	$162,098.15	$187,715.58	$349,813.73	$78,259.00	$112,962.20	$191,221.20	$100,593.00	$118,878.27	$219,471.27	$28,250.07	115%	-$10,605.23	97%
December	$194,062.83	$279,753.73	$319,064.65	$327,508.49	$646,573.14	$77,929.00	$218,646.40	$296,575.40	$88,470.00	$335,106.63	$423,576.63	$127,001.23	143%	$116,396.00	119%
January	$210,846.94	$271,058.51	$310,841.32	$336,785.78	$647,627.10	$60,665.00	$406,955.04	$467,620.04	$83,508.00	$369,645.07	$453,153.07	-$14,466.97	97%	$101,929.03	109%
February	$183,253.58	$221,752.49	$215,178.67	$181,703.86	$396,882.53	$76,045.00	$111,438.54	$187,483.54	$67,700.07	$128,791.90	$196,491.97	$9,008.43	105%	$110,937.46	109%
March	$28,492.02	$60,902.27	$80,084.43	$85,307.69	$165,392.12	$60,408.00	$29,763.00	$90,171.00	$70,784.00	$24,990.00	$95,774.00	$5,603.00	106%	$116,540.46	108%
April	$12,653.67	$56,687.03	$74,501.24	$76,282.14	$150,783.38	$64,564.00	$20,352.00	$84,916.00	$69,268.00	$24,603.07	$93,871.07	$8,955.07	111%	$125,495.53	109%
May	$11,745.06	$86,231.81	$111,068.12	$110,530.36	$221,598.48	$108,336.00	$15,958.00	$124,294.00	$114,243.00	$16,605.52	$130,848.52	$6,554.52	5%	$132,050.05	108%
June	$75,875.14	$89,557.61	$103,275.51	$104,995.43	$208,270.94	$97,303.00	$25,523.00	$122,826.00	$98,751.00						
July	$82,891.56	$111,714.13	$121,205.19	$111,530.20	$232,735.39	$123,539.00	$20,713.40	$144,252.40							
August	$92,706.58	$116,225.30	$128,803.84	$130,003.97	$258,807.81	$136,988.00	$9,132.96	$146,120.96							
September	$96,611.57	$118,596.83	$118,612.76	$125,936.52	$244,549.28	$139,651.00	$3,516.68	$143,167.68							
Average Monthly Sales & Property Tax Received	$90,445.05	$137,148.45	$152,339.47	$156,667.96	$309,007.43	$93,821.00	$84,508.06	$178,329.06							
YEARLY TOTALS	$1,085,340.56	$1,645,781.42	$1,828,073.64	$1,880,015.53	$3,708,089.17	$1,125,852.00	$1,014,096.71	$2,139,948.71			$1,814,382.72				

Exhibit D

Galveston County Emergency Services District #2
Budget Amendment Request Form

Department Entity Name: Crystal Beach Vol. fire Dept **Date:** 6-1-2020

Explanation: (Attach additional explanation pages if necessary for each line item requested)

See attached:
allocation of monies from one Cost Center to Another

For ESD #2 Use Only
Budget Amendment #: CB-04
Fiscal Year: 2019-20
Approval Date:

Previous Notice date provided to ESD #2:

Budget Amendment Request Approved by Requesting Department Entity Board Date: (Prior to ESD #2 Board consideration)

Does this Budget Amendment Request include any funding outside of the Department/Entity original approved ESD #2 Fiscal Year budget? Yes_____ No_____

If "Yes" please indicate the source and amount:

	(1) Cost Center Fund Name	(2) Identifying Line Item Number	(3) Current FY Budget (start of FY)	(4) Budget Amendment Increase/Decrease	(5) Amount of Outside Funding Added (If Any)	(6) Amended Budget Line Item Amount
Budget line item(s) to be reduced						
A.)	Training	4500	$30,000.-	decrease $13,500.		$16,500.00
B.)						
C.)						
D.)						
E.)						
Final (line item to be increased) below						
A.)	fire fighting Equip.	4000	$2,500.	+ $13,500.		$16,000.-
B.)						
C.)						
D.)						
E.)						

APPROVAL
Doug Saunders
DATE

Column Explanation

1. **Cost Center Name**- Within each budget those bold line item names
2. **Identifying Line Item Number**- Individual line item number on each row of ESD #2 approved FY budget
3. **Current FY Budget** - Line item amount authorized by the ESD #2 Board
4. **Budget Amendment Increase/Decrease**- Amount the "Source" line item is to be reduced; and the "Final" line item is to be increased
5. **Amount of Outside Funding Added**- Funding to be added to the Department/Entity budget not internally available- Funding provided by an outside source
6. **Amended Budget Line Item Amount**- Requested amended line item amount if amendment request is approved for both the "source" and "final" line items

Crystal Beach Fire Department
P.O.Box 1350
930 Noble Carl Drive
Crystal Beach. TX 77650

RE: Budget Amendment for Crystal Beach Vol. Fire Department

Expenses for purchased Radio's $13,500.00

Due to the timeworn of our Radio's we were unable to communicate between personal during rescues/fire emergencies.

Presently, under our budgeted ESD cost center 4500 we have allocated $30,000 for training purposes.

As you know, due to the Covid 19 situation we were unable to utilize this money for the fiscal budget year 2019-2020.

Requesting to transfer monies between cost center 4500 to cost center ~~4300~~ 4000 to cover this expense.

If this is allowable, auto transfer of funds into the Fire Department Account.

Exhibit E




Williams



Exhibit F

AGREEMENT FOR PROVIDING
FIRE PROTECTION SERVICES

STATE OF TEXAS §

COUNTY OF GALVESTON §

This is an Agreement for Providing fire Protection Services ("Agreement"), effective as of April 1, 2020, by and between Galveston County Emergency Services District No. 2 ("District"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code, as amended ("H&S Code"), and Crystal Beach Volunteer Fire and Emergency Medical Services Department ("Department"), a Texas non-profit corporation duly organized and operating under the laws of the State of Texas.

WITNESSETH

WHEREAS, the District is a duly organized emergency services district and a political subdivision of the State of Texas, created to protect life and health and for such other purposes as determined by the District under Chapter 775 of the H&S Code, with full authority to carry out the objects of its creation and authorized to enter into and perform any and all necessary contracts; and

WHEREAS, pursuant to Section 775.031 of the H&S Code, the District has the authority to enter into such necessary contracts with others, including incorporated cities or towns or other government entities and volunteer fire organizations, whereby fire protection services and other services may be made available to the District as the District shall determine; and

WHEREAS, the District desires to retain fire protection and suppression services ("Emergency Services", hereinafter defined) for the geographic area of the District to be served by the Department ("Service Area", hereinafter defined); and

WHEREAS, the District currently does not have any personnel to provide such services directly; and

WHEREAS, the District has determined that it is in the best interests of the residents and the property owners of the District to enter into another contract for Emergency Services with an independent agency capable of providing Emergency Services at levels acceptable to the District; and

WHEREAS, the Department currently owns facilities and equipment (along with the equipment and/or facilities owned by the District and in the possession of and utilized by the Department) and has the requisite personnel (paid and/or volunteer) to provide the Emergency Services, and is willing and able to provide to the District such Emergency Services to the Service Area for the consideration hereinafter provided; and

WHEREAS, the Department is the current provider of Emergency Services to the Service Area pursuant to the prior agreement and county and/or 911 designations; and

WHEREAS, the District has determined that the Department is an Emergency Services provider entity located within the Service Area and has the ability to provide the requisite personnel to provide the Emergency Services;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree each with the others as follows:

ARTICLE I.
DEFINITIONS

Section 1.01 Definitions

In addition to other terms defined herein, the following terms shall have the meanings assigned to them in this Article I whenever they are used in this Agreement.

A. Act. Chapter 775 of the Health and Safety Code, as amended, and also referred to herein as the "H&S Code."

B. Asset. For the purposes of the District or Department's purchase of an asset with District funds and ownership of said assets pursuant to Sections 5.04 and 5.05(A): any tangible piece of property for which maintenance records by ISO, any governmental body or agency, or otherwise; has a service life expectancy of 5 years or greater; real property and any improvement(s) thereon; or any piece of property, real or personal, that is titled, registered and/or tested.

C. Board. The Board of Commissions for the District.

D. District. Galveston County Emergency Services District No. 2, a political subdivision of the State of Texas created and operating pursuant to the H&S Code.

E. District Manager. Employee and manager of the District.

F. Chain of Command. The rank and file of the District and the Department that establishes the roles and responsibilities within the District and the Department, as set forth in Exhibit "C", attached hereto and incorporated herein for all purposes.

G. Department. Crystal Beach Volunteer Fire and Emergency Medical Services Department, a non-profit corporation duly organized and existing under the laws of the State of Texas.

H. Agreement. This Agreement and any and all amendments or supplements hereto.

I. Equipment. The equipment owned as of the effective date of this Agreement and operated and utilized by the Department in providing Emergency Services.

J. Service Area. The geographic area of the District to be served by the Department, as more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes, which the Department will serve as the primary responder for Emergency Services.

K. Emergency Services. All fire protection and suppression services and other services to be made available to the District pursuant to this Agreement.

Section 1.02 Construction of Terms

If appropriate, in this Agreement words of the singular number shall be considered to include the plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, and neuter genders shall be considered to include the other genders.

ARTICLE II.
REPRESENTATIONS AND WARRANTIES

Section 2.01 District's Representations, Warranties, and Findings.

The District represents, warrants and finds that:

A. The District is a duly constituted political subdivision of the State of Texas created and operating pursuant to the H&S Code, and has the authority to enter into this Agreement and the transactions contemplated hereby, and to carry out its obligations.

B. The services to be provided by the Department under this Agreement include providing Emergency Services to the Service Area. This Agreement also recognizes the ability to provide and receive mutual and automatic aid from other emergency service organizations as deemed necessary by the Department.

Section 2.02 Department's Representations and Warranties

The Department represents and warrants that:

A. The Department is a non-profit corporation duly incorporated and validly existing and in a good standing under the laws of the State of Texas and is not in violation of any of the provisions of its Articles of Incorporation, its By-laws, or any laws of the State of Texas relevant to the transactions contemplated hereby.

B. The Department has full corporate power and authority to execute and deliver this Agreement, and has, by proper corporate action, duly authorized the execution and delivery of this Agreement.

C. Neither the execution or the delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms or conditions of this Agreement conflicts with or results in a breach of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Department is now a party or by which it is bound, or constitutes a default under any of the foregoing, or

results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever on any property or assets of the Department.

D. The Department is familiar with the boundaries of the Service Area and agrees to provide Emergency Services to all the residents, commercial interests, and others found within the Service Area.

E. The quality of the Emergency Services to be provided to the residents, commercial interests, and others found within the Service Area will be equal to or better than the quality of the Emergency Services received in the Service Area before the effective date of this Agreement or as evaluated by the District Manager or Board.

F. The training of the Department's personnel shall equal or exceed that of the prior year's level, as determined in the sole and reasonable discretion of the District Manager, and in accordance with Section 2.03(E) below.

Section 2.03 Duties and Responsibilities of Department.

A. The Department shall designate a representative to be the liaison with the District Manager and/or Board for legal and business matters as well as for Emergency Services operations, and said representative shall report directly to the District Manager as set forth in the attached Chain of Command. (See Exhibit "C").

B. The Department's Chief or the designated representative shall coordinate with the District Manager at the designated representative to determine what constitutes an emergency for a response by the Department.

C. The Department's Chief or the designated representative shall notify the District Manager when the Department responds to a mutual event aid outside of the District.

D. The Department agrees to provide Emergency Services within the Service Area and the District as specified in this Agreement.

E. It shall be the duty and responsibility of the Department to utilize only responsible, competent and well-trained personnel and to conduct regularly scheduled training sessions to ensure a high level of competency among its personnel. At least 50% of all annual training shall be based on certified curriculum either from a state or federal agency. The Department shall notify the District Manager, in writing within 10 days of an occurrence, when the level of personnel in the Department declines by more than 20% from the level of the Department as of the date of this Agreement. The Department shall participate in annual respirator fit tests and results shall be furnished to the District Manager.

F. The Department shall, at all times, conduct its activities in accordance with all current statutes, rules and regulations of any and all governmental bodies and shall further obtain and maintain all permits, consents and certificates that are required by any governmental body for the Department to be able to provide the Emergency Services. In the event the Department falls below compliance with any such statutes, rules or regulations of any governmental body,

the Department shall notify the District Manager in writing within ten days of the date the Department receives official notice of such non-compliance.

G. The Department shall maintain and repair any and all equipment used to provide Emergency Services to the Service Area in a state of good repair at all times and shall comply, so far as practicable, with applicable sections of the National Fire Protection Association ("NFPA") codes and standards. In order to assure readiness of equipment, the Department's Chief, or the designated representative, shall notify the District Manager of any out of service equipment as soon as practical depending on the nature of the problem and need for the equipment, and to the greatest extent and as soon as practicable, the Department will repair any out-of-service equipment.

H. The Department shall make recommendations to the District Manager for future acquisition of additional equipment and other property prior to April 1st of each year.

I. The Department shall implement and maintain a staff and emergency services personnel evaluation and review policy toward the goal of satisfying the requirements under Sections 2.02(F) 2.03(E) and 6.02 hereof. The personnel evaluation and review policy shall include policies dealing with training, qualifications, certificates, discrimination, sexual harassment, and chain of command, and shall be delivered to the District Manager upon execution of the Agreement, if the policy is then in place; otherwise, it shall be delivered not later than 90 days following the effective date of the Agreement.

ARTICLE III.
SERVICE TO BE PROVIDED

Section 3.01 General

During the term of this Agreement, the Department shall provide Emergency Services to the Service Area on a 24-hour per day basis seven days a week to the greatest extent practicable.

Section 3.02 Exclusive Agreement and Mutual Aid

The Department hereby acknowledges and agrees that its primary responsibilities are to the Service Area. However, in order to ensure that there will be available at all times equipment and personnel, the parties acknowledge that the Department will, in its sole and reasonable discretion and judgment to do so, summon mutual and automatic aid from others, including incorporated cities or towns or other government entities, EMS service providers, and volunteer fire and first responder organizations that are able to provide and/or assist in providing the Emergency Services in the Service Area, when appropriate or as needed. Provided however that the Department will enter into and/or maintain the existence of agreements with Port Bolivar Volunteer Fire Department, Inc., High Island Mercy Corps Inc. d/b/a High Island Volunteer Fire Department, and GCESD No. 2 Emergency and Medical Service for mutual and automatic aid in order to provide Emergency Services in the Service Area and throughout the District when appropriate or as needed. The Department shall obtain prior written approval from the Board for all such mutual and automatic aid agreements, if such is not already in existence, and approval of same shall not be unreasonably withheld by the District.

Section 3.03 Independent Contractor

A. Notwithstanding anything in this Agreement that may be construed to the contrary, the Department and all of its personnel (paid and volunteers) or agents shall at all times be independent contractors regarding the services rendered or not rendered to the District and the residents of the District. The Department and its personnel shall at all times have the right to supervise, manage, control, and direct the details and performance of the work in providing Emergency Services under this Agreement.

B. Nothing in this Agreement shall be construed to make any party the partner or joint venturer of or with another party.

ARTICLE IV.
INSURANCE AND INDEMNIFICATION

Section 4.01 Insurance

A. The Department shall insure all of the equipment and property owned by Department and reasonably required to provide the Emergency Services hereunder, or cause same to be insured for loss or damage of such kind usually insured against by entities similarly situated, and the Department shall maintain said insurance in their own name as they have been doing for previous years. Additionally, the District will reimburse Department for any and all insurance premiums paid by Department pursuant to and in accordance with the procedures set forth in Section 5.03 below, unless the Department elects to waive reimbursement for any insurance premiums paid by the Department with its own, separate funds.

B. Any funds received by the Department from private insurance carriers in payment for loss or damage to the equipment and property discussed in the foregoing paragraph shall be used by Department for the sole purpose of repairing or replacing the damaged equipment or vehicle upon which the insurance claim is based. If the funds received by the Department from a private insurance carrier are insufficient to replace any equipment deemed a total loss which was owned by the Department, and the District contributes any funds toward the replacement cost, then the replacement equipment shall be owned by and titled in the District's name in accordance with Sections 5.04 and 5.05(A) below.

C. At all times during the term of this Agreement, the Department shall maintain Worker's Compensation coverage with respect to all paid and/or volunteer members, of such kind and at such levels usually maintained by entities similarly situated, and the District will reimburse Department for any and all insurance premiums paid by Department pursuant to and in accordance with the procedures set forth in Section 5.03 below. In relation to the Worker's Compensation coverage maintained by the Department, the Department shall, on an annual basis, apply for and seek recovery of any funds available through the Rural Volunteer Fire Department Insurance Program administered by the Texas A&M Forestry Service, so long as such program is available, and any funds received by Department through this program shall be paid by Department to the District.

Section 4.02 Indemnification

The Department shall indemnify and hold harmless the District and its officers, members, employees, attorneys and agents against any and all losses, costs, damages, expenses, and liabilities of whatever nature (including but not limited to reasonable attorney fees, litigation and court costs, amounts paid in settlement and amounts paid in discharge of judgments) directly or indirectly resulting from or arising out of the provision of the Emergency Services hereunder by the Department.

ARTICLE V.
BUDGET; PAYMENTS BY DISTRICT; AUDIT; AND TITLE TO ASSETS

Section 5.01 Preparation of Budget

A. Each year during the term of this Agreement, the Department shall submit to the District Manager a proposed annual budget to be reviewed by the District Manager and Board. The budget period is October 1st through September 30th. The budget is due on May 1st of each year that this Agreement is in place.

B. Upon submission by the Department, the Board has the right to approve, modify or reject in whole or in part the Department's proposed budgets.

Section 5.02 Emergency Services Billing

Any funds received by the Department from private insurance carriers in payment for Emergency Services that are related to services provided under this Agreement during the term of this Agreement, and collectively herein referred to as "emergency services billing revenue," must be reported by the Department to the District not later than 45 days following the Department's receipt of such revenue and money.

Section 5.03 Payments to Department

A. The District will make payments to the Department from current revenues on hand in accordance with the approved operating budget for the Department for the current fiscal year and pursuant to the policies and procedures set forth in this section.

B. Notwithstanding any other provisions in this Agreement, the District is not required to pay funds to Department or approve Department's proposed operating budget, and the District will not be obligated to make any payment to Department except in accordance with Department's approved operating budget, as modified and approved by the Board from time to time, and the other policies and procedures established herein, and Department's compliance with the requirements set forth in this section.

C. The Department may not comingle District funds with other Department funds and shall deposit and keep all District funds in a separate account from all other Department accounts. The Department may not comingle District funds with other Department funds obtained or held previous to this agreement and shall deposit and keep all District funds in a

separate account from all other Department accounts. This subsection does not apply to any funds received by the Department from the District as reimbursement for any operation and/or maintenance expenditures incurred by the Department pursuant to Section 5.03(D).

D. Department shall pay its own operating and maintenance expenditures and then shall seek reimbursement for said expenditures from the District in accordance with the procedures set forth in this section. However, for any expenditures exceeding $1,000.00 for which Department intends to seek reimbursement from the District, Department must seek and obtain prior approval for said expenditure from the District Manager, unless said expenditure qualifies as an emergency expenditure, which is discussed herein below.

E. For any emergency expenditure not exceeding $10,000.00 for which Department intends to seek reimbursement from the District, Department is not required to obtain District Manager approval for said expenditure prior to incurring same. However, when Department seeks reimbursement for an emergency expenditure from the District, Department must provide the District Manager, as soon as possible, with explanation for said emergency expenditure, along with the other documentation and/or supports required under this section for all expenditures. An "emergency expenditure" is one that is immediately necessary in order for Department to be able to provide a sufficient level of Emergency Services within the Service Area in accordance with the terms of this Agreement, and due to the emergency nature of such expenditure, it is practically impossible for the Department to obtain prior Board approval.

F. Department shall maintain and submit to the District documentation of every operation and maintenance expenditure for which the Department seeks payment or reimbursement under this Agreement. Supporting documentation includes original copies of invoices, receipts and other documents describing the amount, purpose and nature of a particular expenditure. Supporting documentation and requests for payment or reimbursement must be submitted to the District by the 5th day of the month in order to be considered for approval at that month's regularly scheduled District Board meeting.

G. Upon timely receipt of sufficient supporting documentation and provided that the expenditure has been previously approved by the District as part of the Department's annual budget and pursuant to the other requirements set forth in this section, the District shall pay the Department an amount sufficient to reimburse the Department for any adequately documented operation and maintenance expenditures. The District Manager shall determine, in its sole discretion, whether documentation is adequate to support any payment to the Department. The District may not be required to pay the Department more than once per month.

H. For any expenditure over $1,000 for which the Department does not intend to seek reimbursement from the District, the Department shall provide advance notice of said expenditure to the District Manager.

Section 5.04 Asset Purchases

As set forth in Section 5.05(A) below, all assets purchased by the District with District funds, in whole or in part, must be owned by and titled in the name of the District. All requests by Department to the District for the purchase of an asset to be used by Department in the

provision of the Emergency Services to the Service Area must be made in writing to the District. If an asset purchase is approved by the Board, the District will purchase the asset directly. Any asset purchases made by the Department for which Department intends to seek reimbursement from the District requires prior Board approval, and reimbursement is conditioned upon Department transferring title of said asset to the District, if such is necessary. The term "asset", as used herein, is defined under Section 1.01(B).

Section 5.05 Title to Assets

A. All assets purchased by the District and/or with District funds, in whole or in part, for use in the provision of the Emergency Services to the Service Area shall be acquired in the name of the District. The term "asset", as used herein, is defined under Section 1.01(B). The District agrees to make such assets fully available and to be placed in the possession of the Department to be used by the Department in accordance with this Agreement and the protocols adopted by the Department from time to time in order for the Department to carry out the terms of this Agreement.

B. Any assets or equipment purchased and/or owned by the Department prior to the District's creation, and any assets or equipment purchased independently by the Department with its own, separate funds and without any District funds, including any District funds subsequently paid to the Department as reimbursement for an equipment purchase, shall be the sole and separate property of the Department, and such shall be titled in the Department's name only. Additionally, any such assets or equipment owned solely by the Department shall not be subject to transfer to any other emergency service or volunteer fire department, absent agreement by the Department.

C. The Department may not sell, trade, assign or convey to another person or entity any asset purchased in whole or in part with District funds without prior approval of the Board.

D. The Department may not acquire any asset using District funds without the prior approval of the Board.

ARTICLE VI.
REPORTS AND REVIEWS

Section 6.01 Monthly Report

Department shall deliver a monthly written report to the District Manager of the number and nature of Emergency Services calls for the prior month (i.e., run report). The report shall also state the number and type of calls during the period that the Department did not respond to and for which third-party mutual and/or automatic aid was requested. A sample of this report is attached here to as Exhibit "B".

Section 6.02 Membership Rosters and Training Records

The Department shall tender quarterly to the District Manager, prior to the Board's January, April, July and October meetings, a roster of all of the Department's personnel, noting

thereon the respective state certifications held by the personnel and the percentage of calls that each member responded to in that quarter.

Section 6.03 Financial Reviews and Equipment Inspection

A. The Department shall submit to quarterly financial reviews by the District's accountant, which shall include inspections of all bank and other financial records of the Department. The Department must make all financial documents requested by the District's accountant available for review and request.

B. The Department shall allow the District Manager access to the Department's facilities and equipment for verification and inspections.

Section 6.04 Other Information

The Department shall furnish or cause to be furnished to the District Manager and/or Board such reports or information concerning the Department as the District Manager and/or Board may reasonably request. Such reports may include, but are not limited to , response times for the various calls made by the Department, calls and response times broken down by zone or neighborhood, or types of calls.

ARTICLE VII.
ASSIGNMENT AND MODIFICATION

This Agreement may not be assigned by the Department, in whole or in part, without obtaining the prior written consent of the District. Further, this Agreement may be modified only on the prior written consent of all parties.

ARTICLE VIII.
MISCELLANEOUS

Section 8.01 Term of Agreement

This Agreement shall be for the period of April 1, 2020 through September 30, 2020. Thereafter, this Agreement shall automatically renew for successive one-year terms beginning on October 1st of each year, unless terminated as provided below.

Section 8.02 Termination of Agreement

This Agreement may be terminated by either party hereto upon providing at least 90 days prior written notice.

Section 8.03 Treatment of Assets Upon Dissolution of Entity

A. In the event that the District dissolves during the term of this Agreement, all of the District's assets used by the Department to provide Emergency Services within the Service Area, including but not limited to all assets purchased by the District and/or with District funds, shall be transferred, along with the District's debts, to the Department so that same may be

utilized to provide continued Emergency Services to the Service Area, so long as the Department is located within or embracing the District and the transfer will benefit the District's residents, subject to the requirements of Section 775.055 of the Texas Health & Safety Code.

B. In the event that the Department dissolves during the term of this Agreement, all of the Department's assets, including the equipment used to provide Emergency Services, must be automatically and immediately conveyed and transferred to the District. Department will amend its bylaws to ensure compliance with this section within 90 days of the effective date of this Agreement.

Section 8.04 Liability for Debts of Others

The District nor any of its assets shall be liable or responsible for any debts incurred solely by the Department, and likewise, the Department nor any of its assets shall be liable or responsible for any debts incurred solely by the District or any other entity or organization associated with or provided emergency services on behalf of the District.

Section 8.05 Notices

All notices, certificates or other communications hereunder shall be sufficiently given or shall be deemed given when delivered by regular mail or hand delivery, addressed as follows:

If to District, at:
Galveston County Emergency Service District No. 2
P.O. Box 1575
930 Noble Carl Road
Crystal Beach, Texas 77650

With copy to:
Joshua C. Heinz
General Counsel
Benckenstein & Oxford, LLP
3535 Calder Ave., Suite 300
Beaumont, Texas 77706
Fax: (409) 833-8819

If to Department, at:
Crystal Beach Volunteer Fire and Emergency
Medical Services Department
P.O. Box 1350
930 Noble Carl Road
Crystal Beach, Texas 77650

The District or Department may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 8.06 Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon the District and the Department.

Section 8.07 Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.08 Execution and Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.09 Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of any provision or section of this Agreement.

Section 8.10 Governing Law

The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

Section 8.11 Venue

This Agreement is fully performable and enforceable in Galveston County, Texas, wherein venue hereunder shall lie.

Section 8.12 Attorney's Fees

In an action to enforce any provision of this Agreement, the prevailing party may recover its attorney's fees, costs and expenses from the non-prevailing party. This section shall survive the termination of this Agreement.

Section 8.13 Legal Representation

The District's legal representation is by and through Benckenstein & Oxford, L.L.P. Benckenstein & Oxford, L.L.P. does not represent the Department, and the Department hereby acknowledges this fact. The District recommends that the Department have an attorney review this Agreement prior to signing.

Section 8.14 Termination of Prior Agreement

This Agreement supersedes and replaces the parties' prior Agreement for Providing Fire Protection Services dated effective January 1, 2019.

IN WITNESS WHEREOF the District and Department have caused this Agreement to be executed in their respective corporate names and their respective corporate seal to be hereunto affixed and attested by the duly authorized officers.

Signed this _____ day of _____, 2020.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2 **By:** _____ **Printed Name: Sid Bouse** **Title: District President**	**CRYSTAL BEACH VOLUNTEER FIRE AND EMERGENCY MEDICAL SERVICES DEPARTMENT** **By:** _____ **Printed Name:** _____ **Title: Department President**
ATTEST: **By:** _____ **Printed Name: John Lee, Jr.** **Title: District Secretary**	**ATTEST:** **By:** _____ **Printed Name:** _____ **Title: Department Secretary**

EXHIBIT A

DISTRICT AND DEPARTMENT SERVICE AREA MAP

EXHIBIT B

MONTHLY RUN REPORT

Month: _____

Total Calls Received: _____

Responses (Total): _____

Structure Fires: _____

Wood/Grass Fires: _____

Vehicles/Wrecks: _____

EMT/First Responder: _____

Others: _____

Mutual Aid Responses: _____

Other Matters and/or Specific Event Details:

_____

_____

_____

_____

_____

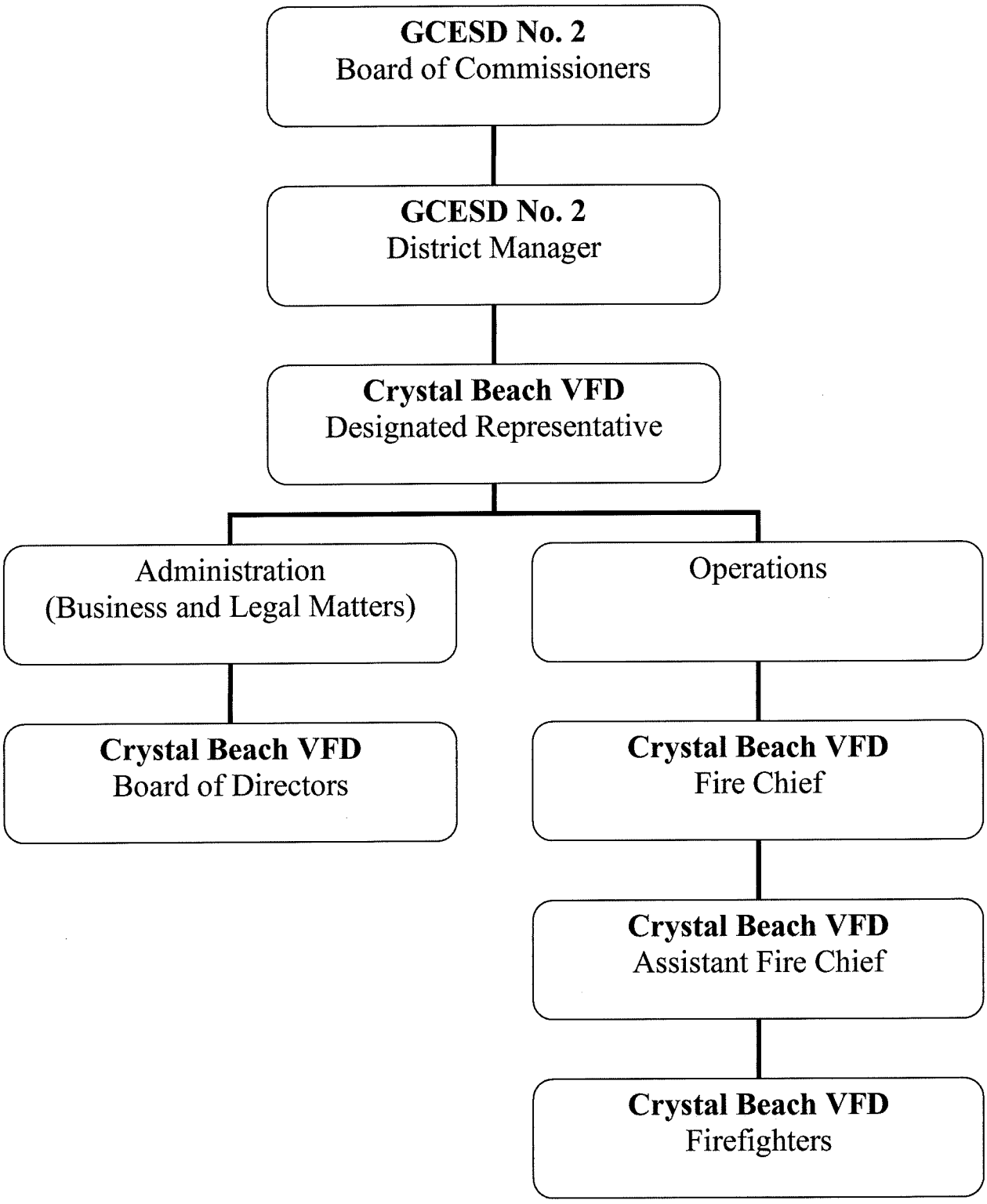
_____

_____

_____

EXHIBIT C

CHAIN OF COMMAND



AGREEMENT FOR PROVIDING
FIRE PROTECTION SERVICES

STATE OF TEXAS §

COUNTY OF GALVESTON §

This is an Agreement for Providing fire Protection Services ("Agreement"), effective as of April 1, 2020, by and between Galveston County Emergency Services District No. 2 ("District"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Section 48-e, Article III of the Texas Constitution and Chapter 775 of the Health and Safety Code, as amended ("H&S Code"), and High Island Mercy Corps Inc. d/b/a High Island Volunteer Fire Department ("Department"), a Texas non-profit corporation duly organized and operating under the laws of the State of Texas.

WITNESSETH

WHEREAS, the District is a duly organized emergency services district and a political subdivision of the State of Texas, created to protect life and health and for such other purposes as determined by the District under Chapter 775 of the H&S Code, with full authority to carry out the objects of its creation and authorized to enter into and perform any and all necessary contracts; and

WHEREAS, pursuant to Section 775.031 of the H&S Code, the District has the authority to enter into such necessary contracts with others, including incorporated cities or towns or other government entities and volunteer fire organizations, whereby fire protection services and other services may be made available to the District as the District shall determine; and

WHEREAS, the District desires to retain fire protection and suppression services ("Emergency Services", hereinafter defined) for the geographic area of the District to be served by the Department ("Service Area", hereinafter defined); and

WHEREAS, the District currently does not have any personnel to provide such services directly; and

WHEREAS, the District has determined that it is in the best interests of the residents and the property owners of the District to enter into another contract for Emergency Services with an independent agency capable of providing Emergency Services at levels acceptable to the District; and

WHEREAS, the Department currently owns facilities and equipment (along with the equipment and/or facilities owned by the District and in the possession of and utilized by the Department) and has the requisite personnel (paid and/or volunteer) to provide the Emergency Services, and is willing and able to provide to the District such Emergency Services to the Service Area for the consideration hereinafter provided; and

WHEREAS, the Department is the current provider of Emergency Services to the Service Area pursuant to the prior agreement and county and/or 911 designations; and

WHEREAS, the District has determined that the Department is an Emergency Services provider entity located within the Service Area and has the ability to provide the requisite personnel to provide the Emergency Services;

NOW, THEREFORE, for and in consideration of the premises and mutual covenants hereinafter contained, the parties hereto agree each with the others as follows:

ARTICLE I.
DEFINITIONS

Section 1.01 Definitions

In addition to other terms defined herein, the following terms shall have the meanings assigned to them in this Article I whenever they are used in this Agreement.

A. Act. Chapter 775 of the Health and Safety Code, as amended, and also referred to herein as the "H&S Code."

B. Asset. For the purposes of the District or Department's purchase of an asset with District funds and ownership of said assets pursuant to Sections 5.04 and 5.05(A): any tangible piece of property for which maintenance records by ISO, any governmental body or agency, or otherwise; has a service life expectancy of 5 years or greater; real property and any improvement(s) thereon; or any piece of property, real or personal, that is titled, registered and/or tested.

C. Board. The Board of Commissions for the District.

D. District. Galveston County Emergency Services District No. 2, a political subdivision of the State of Texas created and operating pursuant to the H&S Code.

E. District Manager. Employee and manager of the District.

F. Chain of Command. The rank and file of the District and the Department that establishes the roles and responsibilities within the District and the Department, as set forth in Exhibit "C", attached hereto and incorporated herein for all purposes.

G. Department. High Island Mercy Corps Inc. d/b/a High Island Volunteer Fire Department, a non-profit corporation duly organized and existing under the laws of the State of Texas.

H. Agreement. This Agreement and any and all amendments or supplements hereto.

I. Equipment. The equipment owned as of the effective date of this Agreement and operated and utilized by the Department in providing Emergency Services.

J. Service Area. The geographic area of the District to be served by the Department, as more particularly described in Exhibit "A", attached hereto and incorporated herein for all purposes, which the Department will serve as the primary responder for Emergency Services.

K. Emergency Services. All fire protection and suppression services and other services to be made available to the District pursuant to this Agreement.

Section 1.02 Construction of Terms

If appropriate, in this Agreement words of the singular number shall be considered to include the plural, words of the plural shall be considered to include the singular, and words of the masculine, feminine, and neuter genders shall be considered to include the other genders.

ARTICLE II.
REPRESENTATIONS AND WARRANTIES

Section 2.01 District's Representations, Warranties, and Findings.

The District represents, warrants and finds that:

A. The District is a duly constituted political subdivision of the State of Texas created and operating pursuant to the H&S Code, and has the authority to enter into this Agreement and the transactions contemplated hereby, and to carry out its obligations.

B. The services to be provided by the Department under this Agreement include providing Emergency Services to the Service Area. This Agreement also recognizes the ability to provide and receive mutual and automatic aid from other emergency service organizations as deemed necessary by the Department.

Section 2.02 Department's Representations and Warranties

The Department represents and warrants that:

A. The Department is a non-profit corporation duly incorporated and validly existing and in a good standing under the laws of the State of Texas and is not in violation of any of the provisions of its Articles of Incorporation, its By-laws, or any laws of the State of Texas relevant to the transactions contemplated hereby.

B. The Department has full corporate power and authority to execute and deliver this Agreement, and has, by proper corporate action, duly authorized the execution and delivery of this Agreement.

C. Neither the execution or the delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms or conditions of this Agreement conflicts with or results in a breach of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Department is now a party or by which it is bound, or constitutes a default under any of the foregoing, or

results in the creation or imposition of any prohibited lien, charge or encumbrance whatsoever on any property or assets of the Department.

D. The Department is familiar with the boundaries of the Service Area and agrees to provide Emergency Services to all the residents, commercial interests, and others found within the Service Area.

E. The quality of the Emergency Services to be provided to the residents, commercial interests, and others found within the Service Area will be equal to or better than the quality of the Emergency Services received in the Service Area before the effective date of this Agreement or as evaluated by the District Manager or Board.

F. The training of the Department's personnel shall equal or exceed that of the prior year's level, as determined in the sole and reasonable discretion of the District Manager, and in accordance with Section 2.03(E) below.

Section 2.03 Duties and Responsibilities of Department.

A. The Department shall designate a representative to be the liaison with the District Manager and/or Board for legal and business matters as well as for Emergency Services operations, and said representative shall report directly to the District Manager as set forth in the attached Chain of Command. (See Exhibit "C").

B. The Department's Chief or the designated representative shall coordinate with the District Manager at the designated representative to determine what constitutes an emergency for a response by the Department.

C. The Department's Chief or the designated representative shall notify the District Manager when the Department responds to a mutual event aid outside of the District.

D. The Department agrees to provide Emergency Services within the Service Area and the District as specified in this Agreement.

E. It shall be the duty and responsibility of the Department to utilize only responsible, competent and well-trained personnel and to conduct regularly scheduled training sessions to ensure a high level of competency among its personnel. At least 50% of all annual training shall be based on certified curriculum either from a state or federal agency. The Department shall notify the District Manager, in writing within 10 days of an occurrence, when the level of personnel in the Department declines by more than 20% from the level of the Department as of the date of this Agreement. The Department shall participate in annual respirator fit tests and results shall be furnished to the District Manager.

F. The Department shall, at all times, conduct its activities in accordance with all current statutes, rules and regulations of any and all governmental bodies and shall further obtain and maintain all permits, consents and certificates that are required by any governmental body for the Department to be able to provide the Emergency Services. In the event the Department falls below compliance with any such statutes, rules or regulations of any governmental body,

the Department shall notify the District Manager in writing within ten days of the date the Department receives official notice of such non-compliance.

G. The Department shall maintain and repair any and all equipment used to provide Emergency Services to the Service Area in a state of good repair at all times and shall comply, so far as practicable, with applicable sections of the National Fire Protection Association ("NFPA") codes and standards. In order to assure readiness of equipment, the Department's Chief, or the designated representative, shall notify the District Manager of any out of service equipment as soon as practical depending on the nature of the problem and need for the equipment, and to the greatest extent and as soon as practicable, the Department will repair any out-of-service equipment.

H. The Department shall make recommendations to the District Manager for future acquisition of additional equipment and other property prior to April 1st of each year.

I. The Department shall implement and maintain a staff and emergency services personnel evaluation and review policy toward the goal of satisfying the requirements under Sections 2.02(F) 2.03(E) and 6.02 hereof. The personnel evaluation and review policy shall include policies dealing with training, qualifications, certificates, discrimination, sexual harassment, and chain of command, and shall be delivered to the District Manager upon execution of the Agreement, if the policy is then in place; otherwise, it shall be delivered not later than 90 days following the effective date of the Agreement.

ARTICLE III.
SERVICE TO BE PROVIDED

Section 3.01 General

During the term of this Agreement, the Department shall provide Emergency Services to the Service Area on a 24-hour per day basis seven days a week to the greatest extent practicable.

Section 3.02 Exclusive Agreement and Mutual Aid

The Department hereby acknowledges and agrees that its primary responsibilities are to the Service Area. However, in order to ensure that there will be available at all times equipment and personnel, the parties acknowledge that the Department will, in its sole and reasonable discretion and judgment to do so, summon mutual and automatic aid from others, including incorporated cities or towns or other government entities, EMS service providers, and volunteer fire and first responder organizations that are able to provide and/or assist in providing the Emergency Services in the Service Area, when appropriate or as needed. Provided however that the Department will enter into and/or maintain the existence of agreements with Port Bolivar Volunteer Fire Department, Inc., Crystal Beach Volunteer Fire and Emergency Medical Services Department, and GCESD No. 2 Emergency and Medical Service for mutual and automatic aid in order to provide Emergency Services in the Service Area and throughout the District when appropriate or as needed. The Department shall obtain prior written approval from the Board for all such mutual and automatic aid agreements, if such is not already in existence, and approval of same shall not be unreasonably withheld by the District.

Section 3.03 Independent Contractor

A. Notwithstanding anything in this Agreement that may be construed to the contrary, the Department and all of its personnel (paid and volunteers) or agents shall at all times be independent contractors regarding the services rendered or not rendered to the District and the residents of the District. The Department and its personnel shall at all times have the right to supervise, manage, control, and direct the details and performance of the work in providing Emergency Services under this Agreement.

B. Nothing in this Agreement shall be construed to make any party the partner or joint venturer of or with another party.

ARTICLE IV.
INSURANCE AND INDEMNIFICATION

Section 4.01 Insurance

A. The Department shall insure all of the equipment and property owned by Department and reasonably required to provide the Emergency Services hereunder, or cause same to be insured for loss or damage of such kind usually insured against by entities similarly situated, and the Department shall maintain said insurance in their own name as they have been doing for previous years. Additionally, the District will reimburse Department for any and all insurance premiums paid by Department pursuant to and in accordance with the procedures set forth in Section 5.03 below, unless the Department elects to waive reimbursement for any insurance premiums paid by the Department with its own, separate funds.

B. Any funds received by the Department from private insurance carriers in payment for loss or damage to the equipment and property discussed in the foregoing paragraph shall be used by Department for the sole purpose of repairing or replacing the damaged equipment or vehicle upon which the insurance claim is based. If the funds received by the Department from a private insurance carrier are insufficient to replace any equipment deemed a total loss which was owned by the Department, and the District contributes any funds toward the replacement cost, then the replacement equipment shall be owned by and titled in the District's name in accordance with Sections 5.04 and 5.05(A) below.

C. At all times during the term of this Agreement, the Department shall maintain Worker's Compensation coverage, with respect to all paid and/or volunteer members, of such kind and at such levels usually maintained by entities similarly situated, and the District will reimburse Department for any and all insurance premiums paid by Department pursuant to and in accordance with the procedures set forth in Section 5.03 below. In relation to the Worker's Compensation coverage maintained by the Department, the Department shall, on an annual basis, apply for and seek recovery of any funds available through the Rural Volunteer Fire Department Insurance Program administered by the Texas A&M Forestry Service, so long as such program is available, and any funds received by Department through this program shall be paid by Department to the District.

Section 4.02 Indemnification

The Department shall indemnify and hold harmless the District and its officers, members, employees, attorneys and agents against any and all losses, costs, damages, expenses, and liabilities of whatever nature (including but not limited to reasonable attorney fees, litigation and court costs, amounts paid in settlement and amounts paid in discharge of judgments) directly or indirectly resulting from or arising out of the provision of the Emergency Services hereunder by the Department.

ARTICLE V.
BUDGET; PAYMENTS BY DISTRICT; AUDIT; AND TITLE TO ASSETS

Section 5.01 Preparation of Budget

A. Each year during the term of this Agreement, the Department shall submit to the District Manager a proposed annual budget to be reviewed by the District Manager and Board. The budget period is October 1st through September 30th. The budget is due on May 1st of each year that this Agreement is in place.

B. Upon submission by the Department, the Board has the right to approve, modify or reject in whole or in part the Department's proposed budgets.

Section 5.02 Emergency Services Billing

Any funds received by the Department from private insurance carriers in payment for Emergency Services that are related to services provided under this Agreement during the term of this Agreement, and collectively herein referred to as "emergency services billing revenue," must be reported by the Department to the District not later than 45 days following the Department's receipt of such revenue and money.

Section 5.03 Payments to Department

A. The District will make payments to the Department from current revenues on hand in accordance with the approved operating budget for the Department for the current fiscal year and pursuant to the policies and procedures set forth in this section.

B. Notwithstanding any other provisions in this Agreement, the District is not required to pay funds to Department or approve Department's proposed operating budget, and the District will not be obligated to make any payment to Department except in accordance with Department's approved operating budget, as modified and approved by the Board from time to time, and the other policies and procedures established herein, and Department's compliance with the requirements set forth in this section.

C. The Department may not comingle District funds with other Department funds and shall deposit and keep all District funds in a separate account from all other Department accounts. The Department may not comingle District funds with other Department funds obtained or held previous to this agreement and shall deposit and keep all District funds in a

separate account from all other Department accounts. This subsection does not apply to any funds received by the Department from the District as reimbursement for any operation and/or maintenance expenditures incurred by the Department pursuant to Section 5.03(D).

D. Department shall pay its own operating and maintenance expenditures and then shall seek reimbursement for said expenditures from the District in accordance with the procedures set forth in this section. However, for any expenditures exceeding $1,000.00 for which Department intends to seek reimbursement from the District, Department must seek and obtain prior approval for said expenditure from the District Manager, unless said expenditure qualifies as an emergency expenditure, which is discussed herein below.

E. For any emergency expenditure not exceeding $10,000.00 for which Department intends to seek reimbursement from the District, Department is not required to obtain District Manager approval for said expenditure prior to incurring same. However, when Department seeks reimbursement for an emergency expenditure from the District, Department must provide the District Manager, as soon as possible, with explanation for said emergency expenditure, along with the other documentation and/or supports required under this section for all expenditures. An "emergency expenditure" is one that is immediately necessary in order for Department to be able to provide a sufficient level of Emergency Services within the Service Area in accordance with the terms of this Agreement, and due to the emergency nature of such expenditure, it is practically impossible for the Department to obtain prior Board approval.

F. Department shall maintain and submit to the District documentation of every operation and maintenance expenditure for which the Department seeks payment or reimbursement under this Agreement. Supporting documentation includes original copies of invoices, receipts and other documents describing the amount, purpose and nature of a particular expenditure. Supporting documentation and requests for payment or reimbursement must be submitted to the District by the 5th day of the month in order to be considered for approval at that month's regularly scheduled District Board meeting.

G. Upon timely receipt of sufficient supporting documentation and provided that the expenditure has been previously approved by the District as part of the Department's annual budget and pursuant to the other requirements set forth in this section, the District shall pay the Department an amount sufficient to reimburse the Department for any adequately documented operation and maintenance expenditures. The District Manager shall determine, in its sole discretion, whether documentation is adequate to support any payment to the Department. The District may not be required to pay the Department more than once per month.

H. For any expenditure over $1,000 for which the Department does not intend to seek reimbursement from the District, the Department shall provide advance notice of said expenditure to the District Manager.

Section 5.04 Asset Purchases

As set forth in Section 5.05(A) below, all assets purchased by the District with District funds, in whole or in part, must be owned by and titled in the name of the District. All requests by Department to the District for the purchase of an asset to be used by Department in the

provision of the Emergency Services to the Service Area must be made in writing to the District. If an asset purchase is approved by the Board, the District will purchase the asset directly. Any asset purchases made by the Department for which Department intends to seek reimbursement from the District requires prior Board approval, and reimbursement is conditioned upon Department transferring title of said asset to the District, if such is necessary. The term "asset", as used herein, is defined under Section 1.01(B).

Section 5.05 Title to Assets

A. All assets purchased by the District and/or with District funds, in whole or in part, for use in the provision of the Emergency Services to the Service Area shall be acquired in the name of the District. The term "asset", as used herein, is defined under Section 1.01(B). The District agrees to make such assets fully available and to be placed in the possession of the Department to be used by the Department in accordance with this Agreement and the protocols adopted by the Department from time to time in order for the Department to carry out the terms of this Agreement.

B. Any assets or equipment purchased and/or owned by the Department prior to the District's creation, and any assets or equipment purchased independently by the Department with its own, separate funds and without any District funds, including any District funds subsequently paid to the Department as reimbursement for an equipment purchase, shall be the sole and separate property of the Department, and such shall be titled in the Department's name only. Additionally, any such assets or equipment owned solely by the Department shall not be subject to transfer to any other emergency service or volunteer fire department, absent agreement by the Department.

C. The Department may not sell, trade, assign or convey to another person or entity any asset purchased in whole or in part with District funds without prior approval of the Board.

D. The Department may not acquire any asset using District funds without the prior approval of the Board.

ARTICLE VI.
REPORTS AND REVIEWS

Section 6.01 Monthly Report

Department shall deliver a monthly written report to the District Manager of the number and nature of Emergency Services calls for the prior month (i.e., run report). The report shall also state the number and type of calls during the period that the Department did not respond to and for which third-party mutual and/or automatic aid was requested. A sample of this report is attached here to as Exhibit "B".

Section 6.02 Membership Rosters and Training Records

The Department shall tender quarterly to the District Manager, prior to the Board's January, April, July and October meetings, a roster of all of the Department's personnel, noting

thereon the respective state certifications held by the personnel and the percentage of calls that each member responded to in that quarter.

Section 6.03 Financial Reviews and Equipment Inspection

A. The Department shall submit to quarterly financial reviews by the District's accountant, which shall include inspections of all bank and other financial records of the Department. The Department must make all financial documents requested by the District's accountant available for review and request.

B. The Department shall allow the District Manager access to the Department's facilities and equipment for verification and inspections.

Section 6.04 Other Information

The Department shall furnish or cause to be furnished to the District Manager and/or Board such reports or information concerning the Department as the District Manager and/or Board may reasonably request. Such reports may include, but are not limited to , response times for the various calls made by the Department, calls and response times broken down by zone or neighborhood, or types of calls.

ARTICLE VII.
ASSIGNMENT AND MODIFICATION

This Agreement may not be assigned by the Department, in whole or in part, without obtaining the prior written consent of the District. Further, this Agreement may be modified only on the prior written consent of all parties.

ARTICLE VIII.
MISCELLANEOUS

Section 8.01 Term of Agreement

This Agreement shall be for the period of April 1, 2020 through September 30, 2020. Thereafter, this Agreement shall automatically renew for successive one-year terms beginning on October 1st of each year, unless terminated as provided below.

Section 8.02 Termination of Agreement

This Agreement may be terminated by either party hereto upon providing at least 90 days prior written notice.

Section 8.03 Treatment of Assets Upon Dissolution of Entity

A. In the event that the District dissolves during the term of this Agreement, all of the District's assets used by the Department to provide Emergency Services within the Service Area, including but not limited to all assets purchased by the District and/or with District funds, shall be transferred, along with the District's debts, to the Department so that same may be

utilized to provide continued Emergency Services to the Service Area, so long as the Department is located within or embracing the District and the transfer will benefit the District's residents, subject to the requirements of Section 775.055 of the Texas Health & Safety Code.

B. In the event that the Department dissolves during the term of this Agreement, all of the Department's assets, including the equipment used to provide Emergency Services, must be automatically and immediately conveyed and transferred to the District. Department will amend its bylaws to ensure compliance with this section within 90 days of the effective date of this Agreement.

Section 8.04 Liability for Debts of Others

The District nor any of its assets shall be liable or responsible for any debts incurred solely by the Department, and likewise, the Department nor any of its assets shall be liable or responsible for any debts incurred solely by the District or any other entity or organization associated with or provided emergency services on behalf of the District.

Section 8.05 Notices

All notices, certificates or other communications hereunder shall be sufficiently given or shall be deemed given when delivered by regular mail or hand delivery, addressed as follows:

If to District, at:
Galveston County Emergency Service District No. 2
P.O. Box 1575
930 Noble Carl Road
Crystal Beach, Texas 77650

With copy to:
Joshua C. Heinz
General Counsel
Benckenstein & Oxford, LLP
3535 Calder Ave., Suite 300
Beaumont, Texas 77706
Fax: (409) 833-8819

If to Department, at:
High Island Mercy Corps Inc.
d/b/a High Island Volunteer Fire Department
P.O. Box 101
2041 7th Street
High Island, Texas 77623

The District or Department may by notice hereunder designate any further or different address to which subsequent notices, certificates or other communications shall be sent.

Section 8.06 Binding Effect

This Agreement shall inure to the benefit of and shall be binding upon the District and the Department.

Section 8.07 Severability

In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 8.08 Execution and Counterparts

This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 8.09 Captions

The captions or headings in this Agreement are for convenience only and in no way define, limit, or otherwise describe the scope or intent of any provision or section of this Agreement.

Section 8.10 Governing Law

The validity, interpretation, and performance of this Agreement shall be governed by the laws of the State of Texas.

Section 8.11 Venue

This Agreement is fully performable and enforceable in Galveston County, Texas, wherein venue hereunder shall lie.

Section 8.12 Attorney's Fees

In an action to enforce any provision of this Agreement, the prevailing party may recover its attorney's fees, costs and expenses from the non-prevailing party. This section shall survive the termination of this Agreement.

Section 8.13 Legal Representation

The District's legal representation is by and through Benckenstein & Oxford, L.L.P. Benckenstein & Oxford, L.L.P. does not represent the Department, and the Department hereby acknowledges this fact. The District recommends that the Department have an attorney review this Agreement prior to signing.

Section 8.14 Termination of Prior Agreement

This Agreement supersedes and replaces the parties' prior Agreement for Providing Fire Protection Services dated effective January 1, 2019.

IN WITNESS WHEREOF the District and Department have caused this Agreement to be executed in their respective corporate names and their respective corporate seal to be hereunto affixed and attested by the duly authorized officers.

Signed this _____ day of _____, 2020.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2 **By:** _____ **Printed Name: Sid Bouse** **Title: District President**	**HIGH ISLAND MERCY CORPS INC. D/B/A HIGH ISLAND VOLUNTEER FIRE DEPARTMENT** **By:** _____ **Printed Name:** _____ **Title: Department President**
ATTEST: **By:** _____ **Printed Name: John Lee, Jr.** **Title: District Secretary**	**ATTEST:** **By:** _____ **Printed Name:** _____ **Title: Department Secretary**

EXHIBIT A

DISTRICT AND DEPARTMENT SERVICE AREA MAP

EXHIBIT B

MONTHLY RUN REPORT

Month: _____

Total Calls Received: _____

Responses (Total): _____

Structure Fires: _____

Wood/Grass Fires: _____

Vehicles/Wrecks: _____

EMT/First Responder: _____

Others: _____

Mutual Aid Responses: _____

Other Matters and/or Specific Event Details:

_____

_____

_____

_____

_____

_____

_____

_____

EXHIBIT C

CHAIN OF COMMAND

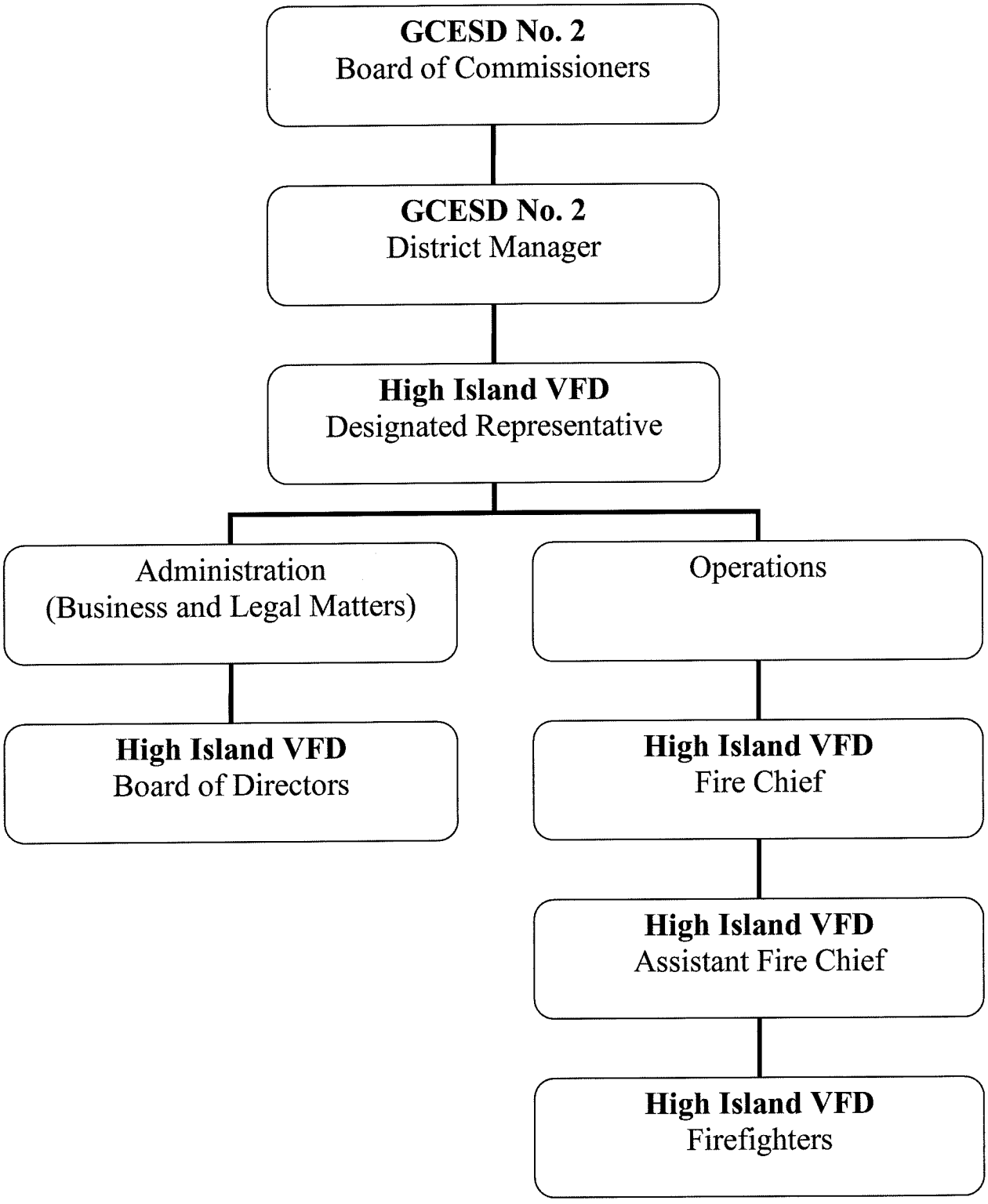


Exhibit G

GALVESTON COUNTY
EMERGENCY SERVICES DISTRICT #2

PERSONNEL POLICY HANDBOOK

Adopted:

June 17th, 2020

Commissioner

NOTICE TO EMPLOYEES

Galveston County Emergency Services District No. 2 ("GCESD No. 2" or "District") operates under the legal doctrine of "employment-at-will" and, within requirements of state and federal law regarding employment, can dismiss an employee at any time, with or without notice, for any reason or no reason. Every effort will be made to ensure that employee dismissals are not made in an arbitrary and capricious manner; however, these personnel policies do not constitute an employment agreement between the District and any of its employees and in no way limit or restrict the at-will nature of employment. The District has the right to change these policies at any time, without prior notice to employees.

WELCOME

Welcome to employment with Galveston County Emergency Services District No. 2. We are happy to have you as one of the team of employees that serves the people of our District. You will find public service a rewarding career.

As taxpayers ourselves, we expect nothing less than the highest quality of service from our government. As public servants, our objective is to provide the best possible service to the citizens of the District in a fair, efficient, and courteous manner. Your job is important to our overall success.

As a District employee, you have a responsibility to the citizens of District. How well you do your work and how you conduct yourself on the job are both subject to public approval. Often times, your contacts with citizens will be the only basis on which the District government is judged; therefore, you owe it to both the District and yourself to serve the public as best you can. The District is good place to work, but it is up to each individual employee to maintain his or her position as a result of good performance, proper attitude, and responsible action to the tax dollar.

This manual, and the personnel policies contained within it, are guidelines on how we work as a team to provide that public service. Whether you are a new or experienced employee, this manual will give you facts about the District, how it works, and the policies which govern us as employees.

The personnel policies and procedures of the District are adopted by the District's Board, are subject to regular review, and may be updated or changed from time to time without prior notice.

If you need more details on the District's policies and procedures, please consult the District Manager.

_____

Sid Bouse, President
Galveston County Emergency Services District No. 2

ABOUT GALVESTON COUNTY EMERGENCY SERVICES DISTRICT NO. 2

The District was established by vote of the Citizens of the District in May 11, 2013 and operates under Article IX, Section 9 of the Texas Constitution; 775 of the Health and Safety Code.

The mission of the District's Board is to manage the emergency fire services and emergency medical services provided to the residents and visitors of the Bolivar Peninsula communities of High Island, Gilchrist, Crystal Beach and Port Bolivar, Texas. By providing oversight and financial assistance to the Peninsula Emergency Medical Services, High Island Volunteer Fire Department, Crystal Beach Volunteer Fire Department, and the Port Bolivar Volunteer Fire Department. In so doing, the District, through its contracts with these entities, assumes the responsibility for the distribution of public funds to assist in the provision of emergency fire and medical services within the District's boundaries.

Its operations are governed by state and federal law and by actions of the District's five-member Board who are appointed for staggered two year terms and serve as the policy-making body of the District ("District's Board"). The District's President has appointed two Board members to serve on the District's Personnel Committee ("Personnel Committee") whose job it is to oversee employees and compliance with the District Personnel policies. The District is managed by the District's District Manager whose job duties include ensuring all employees remain in compliance with these Policies.

SERVICE TO THE PUBLIC

On a day-to-day basis, citizens base their opinion of District on the actions of District's employees, like you. As such, the District has developed a code of personal conduct we think will help maintain a reputation for good District government.

CODE OF PERSONAL CONDUCT:

1. Remember that we are here to serve the people of; and visitors to, the District.

2. Our responsibility is to provide prompt, fair, and efficient service in a courteous manner.

3. Since the role and purpose of the District is to provide funding for Emergency Fire and Emergency Medical Services to the residents and visitors within the District, all employees are to keep all confidential healthcare information private and not disclose any confidential healthcare information to anyone outside of the District or without express permission of the citizen to disclose the information.

4. Be a good and sincere listener; our visitors and callers want us to understand and care about their problems.

5. Learn all about the activities of the District and try to help others get their problems solved in the most efficient manner, even if the problem must be referred to another employee.

6. Write down all the information you will need to complete a task for a citizen, including the date and time of a call or request and the telephone number or address where the person can be contacted.

7. Fulfill all promises you make. If you cannot complete a promised task as anticipated, get back in touch and explain the circumstances.

8. Respect the dignity of every individual; try honestly and sincerely to see the other person's point of view; speak kindly to and of others; avoid arguments; and be friendly.

9. Be punctual in your work and for appointments.

10. Make suggestions about ways we can improve our services to the citizens of District or can get our work done in a more efficient manner.

11. Dress and appearance must be appropriate to our job. Expensive clothes are not necessary, but a neat, orderly appearance is important.

12. District employees are trustees of public funds - - conserve District money, time, and

equipment as if it were your own.

13. District employees are expected to be professional at all times while working at a fire station premises or during their service on-scene to the District public.

14. Finally, public service requires that we not only obey the law, but it is also important that we avoid even the appearance of any improper action or of using our official position to gain any personal advantage.

GALVESTON COUNTY EMERGENCY SERVICES DISTRICT No. 2
PERSONNEL POLICIES

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1. DISTRICT POLICIES

1.1 AUTHORITY

These policies are established by the District's Board, and any deletions, amendments, revisions, or additions to the policies must be approved by the District's Board.

These policies completely replace and supersede any and all personnel policies previously adopted, individually or as a set of policies, by the District's Board.

1.2 SEVERABILITY

The provisions of these policies are severable, and if any provision or part of a provision is held invalid, illegal, or unenforceable, this will not affect the validity of the remaining provisions or parts of provisions, which will remain in force and effect.

Responsibility for personnel functions in the District is divided among District offices as follows:

- District's Board oversees District personnel policies;
- The Personnel and Equal Employment Opportunity Officer (i.e. District Manager) is responsible for the distribution and maintenance of these policies;

The District Manager will be listed as the official personnel records pertaining to time and attendance, payroll, resignations, and unemployment;

- Funds approved in District's budget may not be expended in violation of these policies.

1.3 PURPOSE

These policies set forth the primary rules governing employment with the District. The policies contained here inform employees of the benefits and obligations of employment with the District. They have been prepared and adopted in order to promote consistent, equitable, and effective practices by both employees, the District, which will result in high quality public service to the citizens of the District.

1.4 APPLICABILITY OF PERSONNEL POLICIES

These personnel policies apply equally to all employees of the District unless a class of employees is specifically exempted by law or the terms of these policies.

In cases where federal or state laws or regulations supersede local policy for specific groups of employees, such laws or regulations will substitute for these personnel policies only insofar as necessary for compliance.

1.5 EMPLOYMENT-AT-WILL

The District operates under the legal doctrine of "employment-at-will" and, within requirements of

state and federal law regarding employment, can dismiss an employee at any time, with or without notice, for any reason or no reason. Every effort will be made to ensure that employee dismissals are not made in an arbitrary and capricious manner; however, these personnel policies do not constitute or imply a contract, agreement, promise, or guarantee of employment or any continued employment.

1.6 DISSEMINATION OF PERSONNEL POLICIES

The District Manager maintains the official set of the personnel policies with all revisions for reference by employees. In addition, the District Manager will provide a complete copy of this manual and copies of all subsequent revisions to and will notify employees of policy changes; and will make the updated manual available to employees. If a question arises about a particular policy, the official set of policies should be consulted and will control.

The District Manager will provide a copy of the personnel policies to new employees on their first day of employment. Employees are required to read this manual carefully and to adhere to the rules and regulations stated herein. Within two weeks of employment, every employee is required to sign an acknowledgement of having read the Personnel Policies Manual and understood the policies contained in it.

1.7 EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of the District to prohibit discrimination against any person in job structuring, recruitment, examination, selection, appointment, placement, training, upward mobility, discipline, or any other aspect of personnel administration based on race, age, gender, religion, color, disability or national origin. Personnel decisions will be made on the basis of occupational qualifications and job-related factors such as skill, knowledge, education, experience, and ability to perform a specific job.

An employee will not engage in conduct at work which involves the use of racial or ethnic joking or derogatory remarks. Reports of such conduct will be investigated and necessary corrective action will be taken.

Retaliation or discrimination against an employee for alleging discrimination on any of the bases covered in this chapter is prohibited.

(Legal reference: U.S. Civil Rights Acts of 1871 and 1964, as amended; V.T.C.A. Civil Practices and Remedies Code, Chapter 106; Texas Commission on Human Rights Act, V.T.C.S. Article 5221K; U.S. Age Discrimination in Employment Act of 1967, as amended; U.S. Rehabilitation Act of 1973, as amended; U.S. Americans with Disabilities Act of 1990; U.S. Executive Order 11246; U.S. Equal Pay Act; Texas V.T.C.A. Health and Safety Code, Chapters 591 - 596.)

1.8 SEXUAL HARASSMENT

It is the policy of the District to provide and maintain a work environment which is free of sexual harassment, sexual exploitation, and intimidation. All employees, elected officials, or outside personnel paid by the District, such as attorneys, accountants, auditors, etc., are expected to comply with this policy; failure to do so will result in disciplinary action up to and including termination.

In this section, "*Sexual Harassment*" means:

- Unwelcome sexual advances or requests for sexual favors which limit or place a condition on a person's enjoyment of any right, privilege, or immunity; or
- Any other conduct of a verbal or physical nature that limits or place a condition on a person's exercise or enjoyment of any right, privilege, or immunity.

Any employee who believes he or she has been subjected to sexual harassment should file a grievance under the special provision of the District's grievance procedure (S*ee* **Grievances)** applicable to grievances based on alleged sexual harassment. The grievance policy allows an employee who has a grievance based on sexual harassment to bring this grievance directly to the District Manager or the Personnel Committee, if the District Manager is the source of the grievance. Retaliation or discrimination against an employee for alleging sexual harassment is prohibited.

(Legal reference: Title VII of the U.S. Civil Rights Act, Section 703, as interpreted by EEOC: Sex Discrimination Guidelines, Section 1604.11; Meritor Savings Bank v. Vinson, U.S. Supreme Court, 1986.)

1.9 PERSONS WITH DISABILITIES

It is the policy of the District to make its employment application process, employee activities, working environment, employee benefits, employee training, and employee advancement process accessible to disabled persons and to make reasonable accommodations to a qualified individual with a disability who is an applicant or employee unless that accommodation will place an undue hardship on District operations.

1.10 SMOKING

Smoking is prohibited within District facilities and vehicles. Only in designated smoking areas. Employees while in uniform should refrain from smoking on emergency scenes and public events unless in a designated area.

1.11 CHANGES TO THESE POLICIES AND EMPLOYEE SUGGESTIONS

These personnel policies may be amended or revised or new policies may be added, at any time, with or without notice, upon the approval of the District's Board based on the recommendation of

the District's Personnel Committee. In addition, the District Manager may conduct an annual review of the policies contained in this manual as part of the budget process and submit any necessary or recommended changes to the District's Board for approval prior to the beginning of the new fiscal year.

Employees are encouraged to make constructive suggestions for improvements in these policies or in work procedures or conditions. Any employee who wishes to suggest a personnel policy change should submit his or her suggestion(s) to the District Manager who will forward the Personnel Committee for consideration, where appropriate, along with the rationale for making the change. Employees are responsible for maintaining current knowledge and understanding of all personnel policy changes and for requesting clarification or assistance when needed.

2. EMPLOYEE RESPONSIBILITIES

2.1 DISTRICT

The District is a public, tax-supported organization. Its employees must adhere to high standards of public service that emphasize professionalism, good judgment, courtesy, and avoidance of even the appearance of illegal or unethical conduct at all times. Employees are required to give a full day's work, to carry out efficiently the work items assigned as their responsibility, to maintain honest conduct, and to do their parts in maintaining good relationships with the public, the District Manager, District's Board, and fellow employees.

2.2 PROFESSIONAL APPEARANCE

Employees of the District are hired to provide services to the District's citizens and to perform specific tasks in a professional manner. As representatives of the District, employees are encouraged to set and meet high standards both in performing quality work and in presenting a professional personal image to the public. Employees are expected to exercise regular hygiene care and to dress and groom themselves in a neat and tasteful manner which is appropriate to the particular job being performed. Business casual for non-uniformed employees is the expectation of the District when conducting official business for the District. A professional, neat, well-groomed and courteous attitude are necessary in creating and maintaining a favorable image of the District's work force.

2.3 TIMELINESS AND ATTENDANCE

Employees are to be punctual in reporting for work, keeping appointments, and meeting schedules for completion of work.

An employee who expects to be late for or absent from work must report the expected tardiness or absence to the District Manager not later than one-half hour after the time the employee is scheduled to begin work, as a District rule, unless emergency conditions exist. The District Manager may require a different reporting schedule if it would work better for the particular employee's position. *See* also the **Leave Time** chapter of these policies for matters involving planned absences.

Failure to report within the required period can be considered justification for disallowing paid health leave for an absence. Unless otherwise approved by the District Manager, employees are expected to call on each day of absence. Where the nature of the absence necessitates an extended period of time off, longer reporting intervals may be approved by the District Manager.

Tardiness and unscheduled absenteeism are disruptive of operations and detrimental to productivity and employee morale. Frequent tardiness and frequent unexcused, unscheduled, or unapproved absences are considered excessive and are not permissible. Absenteeism or tardiness that is unexcused or excessive in the judgment of the District is grounds for disciplinary action up to and including termination of employment. Excessive absenteeism is determined when an employee does

not have available unused sick leave, vacation, or other paid leave and has not been approved for leave without pay or when an employee has available paid leave but does not comply with the requirements of scheduling the leave in advance.

2.4 OUTSIDE ACTIVITIES

Employees shall not engage in any outside employment, activity, or enterprise that is illegal or determined by the District's Board (1) to be inconsistent or incompatible with employment with the District; or (2) to affect the employee's job performance adversely. All employment part –time or full time must be approved by the District Manager.

The District accepts no liability for any action, failure to act, injury to self or others, property damage, or any other damage resulting from outside employment by a District employee.

2.5 GIFTS AND GRATUITIES

A District officer or employee may not accept any gift or free service that might tend to influence his or her official actions or impair his or her independence of judgment in performance of duties for the District. See "Conflict of Interest" section below.

2.6 CONFLICT OF INTEREST

1. **District Officials**
   A member of the District's Board and certain other District officials will not participate in a vote or decision affecting a business or real estate in which the member or official has a substantial interest. The details of this prohibition are set out in the District's "Conflict of Interest Policy for Members of the District's Board and Certain other District Officials."

2. **District Employees**
   An employee may not (1) solicit or accept or agree to accept a financial benefit, other than from the District, that might reasonably tend to influence his or her performance of duties for the District or that he or she knows or should know is offered with intent to influence the employee's performance; (2) accept employment or compensation that might reasonably induce him or her to disclose confidential information acquired in the performance of official duties; (3) accept outside employment or compensation that might reasonably tend to impair independence of judgment in performance of duties for the District; (4) make any personal investment that might reasonably be expected to create a substantial conflict between the employee's private interest and duties for the District; or (5) solicit or accept or agree to accept a financial benefit from another person in exchange for having performed duties as a District employee in favor of that person.

(Legal reference: V.T.C.A., Local Government Code, Chapter 171.)

2.7 POLITICAL ACTIVITY

Employees of the District are encouraged to vote and to exercise other prerogatives of citizenship consistent with state and federal law and these policies. District employees are not required to contribute to any political fund or render any political service to any person or party. No employee will be dismissed, suspended, demoted, or otherwise prejudiced for refusing to do so. An employee may not:

- Use his or her official authority or influence to interfere with or affect the result of an election or nomination for office; or
- Directly or indirectly coerce, attempt to coerce, command, or advise a local or state officer or employee to pay, lend, or contribute anything of value to a party, committee, organization, agency, or person for a political purpose.

District employees may not participate in political activities while on District duty. Employees are expected to remove District uniforms before participating in a political activity. In addition, no District-owned property, vehicle, building, and/or office may be used for displaying campaign materials or for conducting any partisan political activity.

Any District employee who is subject to the provisions of the federal Hatch Act may not be a candidate for elective office in a partisan election (a partisan election is an election in which candidates are to be nominated or elected to represent a party whose candidates for presidential electors received votes in the last preceding election at which presidential electors were selected). District employees are subject to this restriction if their principal employment is in connection with an activity which is financed in whole or in part by loans or grants made by the federal government.

An employee's political activity which is not in violation of this section will not be considered in determining his or her compensation, eligibility for promotion or demotion, work assignment, leave or travel request, or in applying any other employment practices to the employee.

(Legal reference: U.S. Hatch Act of 1940, as amended)

2.8 CHAIN OF COMMAND

Individual District employees are responsible to the District Manager. For personnel matters, the District Manager is responsible for gathering the information and provide a written response of action. When complaints are concerning the District Manager, they should be directed to the District Board President. Directions regarding work to be done, expected results, the adequacy of work performance, and grievances will follow the chain of command.

2.9 WORKPLACE FACILITIES/CHILDREN

While at the District's offices or while performing work on behalf of the District, Employees are expected to be professional and attentive to work. Therefore, it is the Board's policy that children of employees are to be excluded from the workplace or work activities.

2.10 COMMUNICATIONS

From time to time, an employee may be given directions from persons other than from the District Manager or the District's Board. In such cases, it is the employee's responsibility to notify the District Manager about the direction, its purpose, and the relevant facts of the situation. Failure to do so in a timely manner may result in disciplinary action.

Communication with the public about District issues or problems is the responsibility of District Manager or District's Board. Employees are to refer the public to the District Manager or District's Board if a question is non-routine, controversial, or outside of the scope of the employee's normal duties.

2.11 COMMUNICATION EQUIPMENT

This policy applies to the use of computers, e-mail, telephones, cellular phones, voicemail, fax machines, radios, wireless devices, and the Internet.

1. **District Principals**

   (a) There will be occasions when an employee may use telephone or internet services for personal use. This will be acceptable; however, the District Principals, Prohibited Practices, Privacy, Unacceptable Uses of Electronic Media and Security also apply to personal use.

   (b) The District encourages employees to use electronic forms of communications to be more efficient and effective and because they are valuable sources of information for government-related work.

   (c) This policy is intended as a guideline that expresses the District philosophy. It sets forth District principles that can be used to govern the usage of District owned Electronic Equipment, Media and Services.

   (d) Electronic Equipment, Media and Services are District owned or leased:

   (e) Computers

   (f) Telephones, both cellular and wire-line

   (g) Radios

   (h) E-mail services

   (i) Voicemail

(j) Fax machines

(k) Internet access

(l) This policy does not take precedence over State or Federal laws or regulations.

2. **Prohibited Practices**

(a) District Equipment, Media and Services must not knowingly be used for transmitting, retrieving or storing any communications which are:

(b) Discriminatory or harassing;

(c) Derogatory toward any individual or group;

(d) Obscene;

(e) Defamatory or threatening; and

(f) "Chain Letters", or sending or forwarding of electronic "spam mail"

3. **Privacy**

(a) Employees have no expectation of privacy in their work-related conduct or the use of District-owned or District-provided equipment or supplies. Employees should not expect privacy in the use or content of Electronic Equipment, Media or Services.

(b) District officials **may** routinely monitor usage patterns for voice and data communications for cost analysis, budget allocations and traffic management to the extent allowed by law.

(c) District officials are permitted to review an employee's electronic files, messages and usage to insure that Electronic Equipment, Media and Services are being used in compliance with the law and this policy.

(d) No e-mail, fax or other electronic communication shall be sent which attempts to hide the identity of the sender or represent the send as someone else.

4. **Unacceptable Uses of Electronic Media**

The following list is a non-exhaustive list of unacceptable uses of Electronic Equipment, Media and Services:

(a) Use to copy, retrieve or forward copyrighted material (such as software, database files, documentation, music, etc.) unless the individual has the right to copy or distribute such material.

(b) Attempts to penetrate ("hack") into other systems, determine or ("crack") logins or passwords, or otherwise breach computer or network security measures.

(c) Development of software or programs to bypass computer security measures within the

District system or in other systems accessible to the District system.

(d) Use of computers in a manner that is like to cause network congestion or significantly hamper the ability of others to access and use the services or equipment.

(e) Intentionally seeking access to or copies of information, files or data that is confidential under Federal, State or local law, unless specifically authorized to do so.

(f) Use of Electronic Equipment, Media or Services that violates Federal, State or local law.

(g) Attachment or installation of private equipment or services for the express purpose of circumventing this policy.

5. **Security**
   It is the duty of each employee to secure all Electronic Equipment, Media and Services. Loss or theft of equipment should be reported to the District Manager. When possible, information should be protected by passwords that are unique, changed often and not posted visibly. Employees must not seek other passwords or exchange passwords without District Manager approval.

6. **Cell Phones**
   Cell Phones Allowance Grid (*See* **Appendix "B"**)

2.12 PARKING PROCEDURES

Parking lots are available at the District for use by employees. However, employees should not park in a parking place assigned to someone else. Vehicles parked in violation of this policy will be towed away at the owner's expense. The designated parking area for district employees shall be considered the west parking lot of the Crystal Beach Fire Station.

2.13 PURCHASING.

Purchases by District employees will be made only as authorized by the District Manager or the District's Board and will be made only after obtaining a purchase order number. Additionally, all purchases must be made in accordance with state purchasing laws as they apply to counties.

(Legal reference: V.T.C.A., Local Government Code, Chapter 262.)

3. HIRING PRACTICES

3.1 METHODS OF RECRUITMENT AND SELECTION

The District has five methods of recruiting and selecting persons to fill vacancies:

- promotion from within;
- transfer from within;
- public announcement and competitive consideration of applications for employment;
- referral from a job training program; or
- selection from a valid current eligibility list of applicants. (A valid current eligibility list is a record of applications for the same or a similar position for which recruitment was conducted within the preceding 180 days.)

The District Manager or the District's Board determines the method of selection to be used in filling each vacancy. However, the District's Board must approve funding and recruitment for a position before recruitment begins.

The District does not accept applications for employment unless a specific vacancy exists. Persons wishing to apply for a job with the District when a specific vacancy does not exist are informed as to how District job announcements are advertised and that they may file an application with the appropriate District Manager when an advertised vacancy exists for which they consider themselves to be qualified.

3.2 POSITION ANNOUNCEMENTS

The District Manager shall use his or her best efforts to post notice for position openings so that the public will have an opportunity to apply for the opening. In addition to non-employees, District employees are permitted to apply for positions for which they believe themselves to be qualified.

The length of time during which applications will be accepted will be determined by the District Manager in accordance with the circumstances that exist at the time.

3.3 QUALIFICATIONS

The District maintains a job (class) description which establishes the required knowledge, skills, and abilities for each staff position and the acceptable levels of experience and training for each. The job description sets forth the minimum acceptable qualifications required to fill the position.

3.4 SELECTION

The District Manager is to recommend employees to the District's Board. The District's Board is responsible for final approval and employment of the all staff members. Once a selection is made,

the District Manager will keep a personnel action form listing the name of the applicant, beginning salary, and the effective date of employment. A copy of the applicant's resume or application for employment will be attached to the personnel action form. The District Manager will submit a personnel action form to the District's Board for approval. When a personnel action is approved by the District, the minutes will contain the employee's name and rate of pay. The personnel action form will be placed in the employee's personnel file.

3.5 AGE REQUIREMENTS

Persons under 16 years of age will not be employed in any full-time regular position. Persons under 18 years of age will not be hired in any hazardous occupation. Any prospective District employee under 18 years of age must have written permission (a signed Minor's Release Form) from his or her lawful parent or guardian in the District treasurer's office prior to the first day of employment.

Other age limitations will be applied only as required by state or federal law applicable to the District.

(Legal reference: U.S. Fair Labor Standards Act of 1938, as amended.)

(Legal reference: U.S. Age Discrimination in Employment Act of 1967, as amended.)

3.6 APPLICATION FOR EMPLOYMENT

When a specific vacancy exists, each person desiring employment with the District may obtain an application for employment or a Board approved job description from the District's District Manager and the completed application should be returned to the District Manager. To be valid, an application must be made on the District's official application form. Each employment application must be retained by the District for two years after receipt of the application.

(Legal reference: 29 Code of Federal Regulations 1602).

It is the responsibility of the District Manager, at the direction of the District's Board, to make appropriate checks to verify education, experience, character, and required certificates and skills of an applicant prior to appointment. In the case of applicants for positions with the District which require driving a vehicle, the District's District Manager must check the prospective employee's driving record prior to offering the applicant employment with the District.

3.7 EMPLOYMENT OF RELATIVES (NEPOTISM)

Nepotism is the showing of favoritism toward a relative. The practice of nepotism in hiring personnel or awarding contracts is forbidden by the District.

No person may be hired who is related within the second degree by affinity (marriage) or within the third degree by consanguinity (blood) to any member of the District's Board or to the District

Manager. (Prohibited degrees of relationship are defined in the charts on the following page.) *See* **Appendix "A"**. No person may continue in District employment who is related in one of the prohibited degrees unless the employee has been employed continuously by the District:

- for a period of at least six (6) months, before the officer or member is appointed;
- At least six months, if the officer or member is elected at an election other than the District election for state and District officers; or
- At least one year, if the officer or member is elected or appointed at the District election for state and District officers.

(Legal reference: V.T.C.S. Article 5996a, as amended.)

In addition, no personnel action will be taken that would result in any employee's supervising another employee who is related within the second degree of affinity or the third degree of consanguinity to the supervisory employee.

3.8 TESTING

Except for drug and psychological tests that may be required by state law, the only performance tests administered for employment or promotion will be specifically job-related ("piece-of-the-job") tests (e.g., medical protocols, operating procedures, map and geographical locations).

3.9 PHYSICAL STANDARDS

Knowledge of physical conditions and existing health problems of employees is necessary to avoid occupational injuries and to ensure that it will be possible to differentiate any future job-related injuries from existing medical problems. A prospective employee may be required to complete a physical examination and a drug test after a conditional offer of employment has been made and prior to employment, and will not be placed on the District payroll until he or she has successfully completed the physical exam and drug test. In each instance, the examining doctor will be provided a copy of the appropriate job description and will be required to certify that the prospective employee is physically able to perform the essential duties of the job. Back x-rays are required for persons who will perform physical labor.

In addition to the physical examination and drug test required by the District for all employees and prospective employees

(Legal reference: V.T.C.A., Government Code, Section 415.057.)

Required examinations will be made by a physician and psychologist or psychiatrist of the District's choice and will be paid for by the District. The District is entitled to deduct from an employee's last paycheck the cost of the employee's physical exam, drug test, psychological or psychiatrist exam,

notary commission (if required for employee's position with District), uniforms and training, if the employee resigns from their position within six months, from their date of hire. Upon being given a conditional job offer, a job applicant is required to sign an authorization for the deduction from wages the cost of the employee's physical exam, drug test, psychological or psychiatrist exam, notary commission (if required for employee's position with District), uniforms and training, if the employee resigns from their position within six months, from their date of hire.

All records relating to the medical condition, medical testing, or drug testing of an employee or prospective employee are maintained separately from employee personnel files. These medical files are confidential and are not released to anyone unless a "need to know" has been clearly established.

(Legal reference: U.S. Americans with Disabilities Act of 1990.)

3.10 VERIFICATION OF ELIGIBILITY TO WORK

In order to comply with the Immigration Reform and Control Act of 1986, each new employee will be required to complete and sign an INS Form I-9 within three days of his or her first day of employment to provide proof of his or her identity and employment eligibility.

(Legal reference: Federal Immigration Reform and Control Act of 1986, P.L. Number 99-603.)

3.11 DRIVING RECORD

Every District employee who is required to drive a vehicle or operate a piece of equipment which requires a valid driver's license must maintain a safe driving record and may be required to participate in defensive driving courses at the District's request. Except as restricted by state law, the District Manager is responsible for initiation by the District of a check of a prospective employee's driving record prior to offering the applicant District employment in a capacity which requires operating a vehicle or piece of equipment.

3.12 DISQUALIFICATION

An applicant is disqualified from employment by the District if he or she:

- does not meet the minimum qualifications for performance of the duties of the position involved;
- knowingly has made a false statement on the application form;
- has committed fraud during the selection process;
- is not legally permitted to hold the position;
- has offered or attempted to offer money, service, or any other thing of value to secure an advantage in the selection process;

- does not meet physical requirements as a result of the required physical examination;
- has not provided proof of citizenship or legal work status in the United States within the first three days of employment;
- have previously failed an alcohol/drug test while employed by the District; or
- has refused to consent to an alcohol/drug test while employed by District.

(Legal reference: Federal Immigration Reform and Control Act of 1986, as amended.)

3.13 PRIOR SERVICE WITH THE DISTRICT

Employees entering service with the District who have had prior service with the District may be considered for appointment above the customary entry salary level. Employees rehired to fill full-time positions with the District will not receive credit for their prior length of service as full-time employees for longevity pay purposes. A break in continuous service with the District also forfeits vacation and health leave benefits accrued prior to the break.

3.14 PLACEMENT ON DISTRICT PAYROLL

New employees must fill out employment forms before or during their first day of employment. The District's District Manager must provide the necessary paperwork to the District treasurer prior to the new employee being placed on the payroll.

3.15 TEMPORARY/EMERGENCY EMPLOYEES

Before the District Manager or District's Board may hire a temporary or emergency employee, the District's budget must contain a line item, authorized by the District's Board, for payment of temporary or emergency employees' salaries. There also must be sufficient funds available in that line item to cover the incoming employee's salary for the specified temporary period of employment.

If the District's does not contain a line item for temporary or emergency employee salaries, the District Manager must first obtain authorization from the District's Board each time prior to hiring any temporary or emergency employee(s).

Under no circumstances will the District issue a paycheck to a temporary or emergency employee if all of these conditions are not met.

3.16 ORIENTATION AND TRAINING

The District Manager provides a District orientation for new employees about employment with the District. It is the responsibility of the District Manager to include in the orientation information about the structure, functions, and services of all offices of District government. The District Manager will schedule an appropriate opportunity for each new employee to meet with the District's Board.

During this orientation, employees are shown the Personnel Policies Manual, are required to read it within two weeks, are informed of its continued availability to them and the reference locations, and are given information about District benefits programs.

Before an individual begins performing his or her actual duties, he or she normally will be given a brief orientation conducted by the District's District Manager for whom he or she will be working or by that person's designated representative. The purpose of the session is to enable a new employee to understand his or her job better and its relationship to the overall operation of District government.

Training an employee is the responsibility of the District's District Manager. Whenever possible, employees receive on-the-job training under close supervision.

4. TYPES OF EMPLOYMENT

4.1 CATEGORIES OF EMPLOYMENT

There are three categories of employment with the District:

1. **Full Time**
   A full-time employee is anyone hired into a position that is scheduled to work 2080 hours per year. Full-time employees may be either hourly or salaried and receives benefits as listed in Section 7 Benefits.

2. **Regular Part Time**
   A regular part-time employee is anyone hired into a position that is scheduled to work up to 1664 hours per year (32 hours per week. Part- Time employees are considered hourly compensated employees that are not eligible for benefits. A part-time employee can be granted compensatory time with permission of the District Manager not to exceed 15 hours. Compensatory time can only be earned for duties or task that exceed their normal working hours.

4.2 EXEMPT AND NON-EXEMPT EMPLOYEES

In addition to the above categories, each employee will belong to one other employment classification. Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws.

1. **Nonexempt**
   Employees are entitled to overtime pay under the specific provisions of federal and state laws. This category includes clerical and non-attorney staff members with no supervisory responsibilities.

2. **Exempt**
   Employees are excluded from specific provisions of federal and state wage and hour laws. Exempt employees are attorneys, salaried administrative positions, and those with supervisory duties.

It is the intent of District to clarify the definitions of employment classifications so that employees understand their employment status and benefit eligibility. These employment categories do not constitute a contract of employment, but exist only for the determination of employment status and benefit eligibility while employed with District. The District reserves the right to alter these classifications in keeping with applicable state and federal employment laws.

4.3 INTRODUCTORY PERIOD

a. All new full-time employees serve a 90-calendar-day introductory period. This introductory period may be extended in thirty (30) day increments, with written notification to; and acknowledged by the respective employee if additional time is needed to evaluate performance by the District Manager.

b. Full-time employees are eligible for medical, dental and vision insurance upon completion of thirty days employment. **See Medical, Prescription, Dental, Life, & Vision Insurance , see section 7**

c. After completion of one (1) year of employment full time employees are eligible to receive paid time off.

5. EMPLOYEE COMPENSATION AND ADVANCEMENT

5.1 PAY

Pay rates for employees who are paid from District funds are set each year by the District's Board and adopted District operating budget. Rules governing salary administration and pay increases are also established by the District's Board.

(Legal reference: V.T.C.A., Local Government Code, Chapter 152.)

5.2 PAYDAYS

The pay period for the District is every two weeks (twenty-six annually). If the payday falls on a District holiday checks will be issued on the last working day preceding the holiday.

Paychecks will not be issued other than on the days set out above.

The District treasurer and/or the District Manager are responsible for the proper distribution of paychecks or payment made through direct deposit, if requested by employee. Checks may be released only to the individual employee

No salary advances or loans against future salary will be made to any employee for any reason.

(Legal reference: Texas Constitution, Article III, Sections 51, 52, and 53.)

An employee must bring any discrepancy in a paycheck (such as overpayment, underpayment, or incorrect payroll deductions) to the attention of the District Manager. ~~treasurer.~~

5.3 PAYROLL DEDUCTIONS

Any deductions must be approved and authorized by the District's Board. Deductions **will** be made from each employee's pay for the following:

- Federal social security; Federal income taxes;
- Court-ordered child support;
- Texas District and District Retirement System contributions (for full-time and regular part-time employees); and
- Any other deductions required by law.
- In accordance with policies and District procedures approved by the District's Board, deductions from an employee's pay **may** be authorized by the employee for:
- The portion not paid by the District of group health/medical or dental premiums for the

employee or dependents;

- Supplemental deferred compensation;
- U.S. Savings Bonds; and
- Such other deductions as may be authorized by the District's Board.

If there is a change in the employee's family status, address, or other factor affecting his or her payroll withholding or benefits status, the employee is responsible for obtaining, completing, and returning to the District Manager ~~treasurer~~ the appropriate forms for communicating these changes.

5.4 PERFORMANCE-BASED INCREASES

In any year in which the District's Board sets aside funds for performance-based increases, those increases, based on a percentage of the employee's current salary, may be granted for exceptionally good and consistent performance in the same position. Performance-based increases are not used to recognize increased duties and responsibilities (a promotion) and are granted without regard to cost-of-living factors or longevity. Such increases recognize outstanding performance and thus are granted only in conjunction with the District Manager's recommendation and a performance evaluation of the employee.

5.5 ACROSS-THE-BOARD PAY INCREASES and DECREASES

During budget deliberations for the forthcoming year, the District's Board may authorize an across-the-board pay increase/decrease or an inflation related cost-of-living adjustment . If an across-the-board or cost-of-living pay increase is approved, the increase will be in the form of a percentage rather than a flat dollar amount. When this is done, each salary amount on the pay schedule and each individual employee's salary are adjusted by the authorized dollar amount, unless a specific employee's salary has been frozen as a result of a determination that the employee is being paid beyond the maximum salary established for the position.

5.6 CLASSIFICATION PLAN

The District maintains a classification plan which assigns each class of positions to a pay group based on the principle of equity among positions requiring similar knowledge, skills, and abilities and having similar levels of responsibility.

5.7 PAY PLAN

Pay ranges for each group are established by a pay plan which is approved by the District's Board.

5.8 CLASSIFICATION AND PAY ADMINISTRATION

In determining an employee's starting salary, the following factors will be considered:

- The applicant's knowledge, experience, and education as they compare to the minimum

qualifications for the job;

- The applicant's previous salary;
- If the employee is a re-hired employee of the District, the previous salary he or she earned prior to leaving employment as well as additional experience and knowledge gained; and
- Any unusual external market factors affecting the job.

5.9 PROMOTIONS

A promotion is a change in the duty assignment of an employee which results in advancement to a higher position requiring higher qualifications and involving greater responsibility. A promoted employee will always receive a pay increase of at least the amount of difference from one pay group to the next (approximately 10 percent).

Promotions are approved by the District's Board within the staffing pattern and budget limits authorized and approved by the District's Board.

Upon promotion, an employee serves an introductory period of 90 days in the new position and may be returned to a lower position at any time during the introductory period if performance is inadequate.

5.10 LATERAL TRANSFERS

A lateral transfer is the movement of an employee between positions in the same pay group within the District. Lateral transfers are subject to a 90-day introductory period. Lateral transfers may be requested by the employee or the District Manager or the District Board but all lateral transfers must be approved by the District's Board. An employee will not receive a pay reduction when making a lateral transfer provided that the employee's current salary is within the range approved by the District's Board for the transfer position. An employee who makes a lateral transfer will retain the same effective employment date and all accrued Paid Time Off leave.

5.11 DEMOTIONS

A demotion is a change in duty assignment of an employee to a lower paid position. Demotions may be made for the purpose of voluntary assumption of a less responsible position; as a result of a reclassification of the employee's position; or as a disciplinary measure, because of unsatisfactory performance in a higher position. Disciplinary demotions always involve a decrease in pay.

5.12 PAY REDUCTION FOR DISCIPLINARY REASONS

An employee's pay for continued performance in the same position may be reduced, as a disciplinary measure, to a lower rate. See the chapter of these policies on **Discipline** for information about suspension with or without pay for disciplinary reasons.

5.13 APPROVING AUTHORITY

The District's Board is the approving authority for all payrolls and payroll transfers granted under the terms of (1) these policies, (2) the classification and pay plans, and (3) the annual budget. The appropriate District Manager shall recommend performance-based pay increases provided that funds have been specifically set aside for that purpose by the District's Board but Board shall approve all such increases. Any performance-based increases recommended by the District Manager must be consistent with (1) these policies, and (2) the annual budget.

6. WORK SCHEDULE AND TIME REPORTING

6.1 WORK HOURS

a. The District Manager will determine hours of work for administrative staff and employees.

b. Normal work hours for medical response shift employees are 7:00 am to 7:00 am (totaling 24 hours. The number of shifts or days a shift employee works is determined by the District Manager.

c. Employees are expected to report punctually for duty at the beginning or each assigned workday and to work the full work schedule established.

6.2 NUMBER OF HOURS WORKED

The District's Board determines the number of hours worked by an employee for the compensation to be received subject to laws governing pay and working hours and to the provisions of the District's budget.

6.3 OFFICIAL WORK PERIOD

The official work period for District employees is a seven-day work week beginning Monday at 7:00 a.m. and ending on Monday at 7:00 a.m.

OVERTIME WORKED

The policy of the District is to allow overtime only in cases of emergencies or when specifically authorized by the District's District Manager. Employees may be required in emergencies to provide services in addition to normal hours or on weekends or holidays. During a disaster declared as an emergency by the federal government or State of Texas, and upon approval by the President of the District's Board, salaried, exempt employees will be paid for overtime hours worked. Overtime is defined as hours worked in excess of the allowable number of hours under the Fair Labor Standards Act (FLSA) (40 hours per seven-day workweek for non-law enforcement employees). Overtime begins to accrue with the 41st hour worked during the seven-day workweek.

1. **Overtime Approval**: All overtime services by employees covered under FLSA must be authorized in advance by the District Manager.
    a. **Overtime and PTO**: Overtime pay is based on the actual hours worked. For this reason, PTO and other paid or unpaid leaves of absence are not counted as hours worked when calculating overtime pay.

b. One and Half time pay: Employees who receive overtime will be paid at the rate of one-one half time (1.5) of the employees' regular hourly rate.

2. **Non-exempt Employees**: Non-exempt employees are compensated for overtime worked by being given (listed in order of the District's policy preference):

   (a) Equal time off within the same work period; or

   (b) Payment at the rate of one and one-half times the employee's regular hourly rate if specifically authorized by order of the District's.

3. **Job Description**: Each District job description shall designate whether persons hired are exempt from or covered by (non-exempt) the overtime provisions of FLSA.

   a. **Emergencies**: Furthermore, during a disaster declared as an emergency by the federal government or State of Texas, Full time, Non-Exempt Employees may be required in emergencies to provide services in addition to normal hours or on weekends or Holidays. Salaried, Exempt employees can be compensated for overtime hours for activities undertaken following a federal or State disaster declaration or State of Emergency declaration

6.4 HOLIDAYS WORKED

a. For information on payment during Holiday's worked, please see the section Work During Holidays in the Holiday section of this policy. **See Section 9**

(Legal reference: U.S. FLSA of 1938, as amended.)

6.5 TIME REPORTING

Employees will keep records of all hours worked and released time taken and, where appropriate, hours credited to particular projects. Forms for this purpose are provided by the District Manager.

Time records must be signed by the employee and by the District Manager. It is recommended that these forms be filled out after each day's work in order to maintain an accurate and comprehensive record of the actual time spent on particular projects.

The District Manager or designee is responsible for ensuring that all hours worked and leave time taken are reported on the time sheets. The District Manager or designee is to ensure accuracy and maintain district payroll records.

7. BENEFITS

7.1 MEDICAL, PRESCRIPTION, DENTAL, LIFE and VISION INSURANCE

The district will provide medical, prescription, vision, dental and life insurance to all full-time employees. Employee's will be eligible for benefits at the first of the month following 30 days of employment.

RETIREMENT

Employee may participate in the District's 457 retirement plan. The 457-retirement plan is employee contribution only. The terms and conditions of these plans are acknowledged by the employee and shall be followed.

7.2 SOCIAL SECURITY

All employees of the District are covered by social security. The District contributes to the social security system on behalf of each employee.

7.3 WORKERS' COMPENSATION

All employees of the District are covered by the workers' compensation insurance program, and the District pays the premium. This coverage provides medical and salary continuation payments to employees who receive bona fide, on-the-job, work-related injuries. Detailed information about workers' compensation benefits is found in the sections of this manual under the main heading **Health and Safety. (see section 10)**

(Legal reference: Article 8306-8309, esp. 8308 et seq, V.T.C.S.)

7.4 UNEMPLOYMENT INSURANCE

All employees of the District are covered under the Texas Unemployment Compensation Insurance program, and the District pays for this benefit. This program provides payments for unemployed workers in certain circumstances.

(Legal reference: Article 5221b, V.T.C.S.)

7.5 LEAVE TIME

Full-time District employees are eligible for holidays, Paid Time Off Leave, and other types of released time under certain circumstances. Detailed information about leave and other types of released time is found in the sections of this manual under the main headings **Leave Time and Holidays. Section 7**

8. LEAVE TIME

8.1 DEFINITIONS

1. **Leave Time**
   Leave time is time during normal working hours in which an employee does not engage in the performance of job duties. Leave time may be either paid or unpaid and is calculated hour for hour on a full day.

2. **Holidays**
   Holidays are days designated by the District's Board when District offices are closed on what otherwise would be regular business days. The district will utilize the County of Galveston holiday schedule.

3. **Paid Time Off ("PTO")**
   PTO is leave time for sick leave or vacation leave in which the employee is compensated based on years worked and PTO hours accrued at their regular straight time pay rate.

4. **Unauthorized Absence**
   An unauthorized absence is one in which the employee is absent from regular duty without permission of the District Manager. Employees are not paid for unauthorized absences.

8.2 PAID TIME OFF

Full-time employees who have completed three-hundred and (365) days of continuous employment are entitled to begin accruing Paid Time OFF (PTO) at the rate of one-hundred and twenty (120) hour per calendar year.

a. PTO is paid at the employee's base pay rate at the time. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses.

b. Employees that work forty-eight-hour (48) shifts must take paid time off in increments of twenty-four (24) hours and must be approved by their supervisor and District Manager.

c. To take PTO, employees shall request approval in advance from their respective shift supervisor a minimum of two (2) weeks prior to the requested dates away from work. Request will be reviewed based on several factors, including business needs, seniority and staffing requirements. When necessary, the District reserves the right to set the times when PTO may and may not be taken.

d. PTO is paid at the employee's base pay rate at the time. It does not include overtime or any special forms of compensation such as incentives, commissions, or bonuses.

e. The Paid Time Off benefit package is not contractual in nature and District reserves the right to alter or rescind these benefits at any time at its sole discretion.

Upon termination of employment, employees will be paid for unused PTO that was accrued during the year of the termination of employment.

Overtime-Non-exempt

8.3 APPROVAL OF LEAVE

All leave taken by District employees must be approved by the District Manager and the District Manager must give the District's Board advanced notice of any intentions he or she have to take leave. Copies of signed leave forms are kept by the District's District Manager for recording on the central leave records. District payroll records are verified against these leave records.

The District Manager is responsible for determining that leave has been accrued and is available for use in the amounts requested by an employee. In addition, they are responsible for ensuring that all PTO leave usage is recorded on the time sheet sent to the District treasurer for payroll purposes.

8.4 ACCUMULATION AND CARRYOVER OF PTO LEAVE

Employees may carry over up to 40% (forty-eight hours) 48 hours of paid time off with District Manager approval. If an employee intends on carrying over PTO, the request should be done prior to the calendar year.

SCHEDULING PTO

The District Manager should encourage their employees to schedule PTO used for vacations and request leave well in advance, and PTO for vacations must accommodate the District's work schedule. Provided workloads will permit, employees should be allowed to select their desired vacation periods. If there is a conflict in PTO schedules involving two or more employees, employees are granted their preference on a "first come, first served" basis. If two requests are received at approximately the same time and cover the same requested PTO for vacation period, the employees will be granted their preference in accordance with their seniority. If the desired leave schedules conflict with District requirements, the District's requirements are given first consideration.

An administrative employee may take earned PTO leave in increments of one or more hours.

MILITARY LEAVE

Employees who are members of the State Military Forces or members of any of the Reserve Components of the Armed Forces of the United States are entitled to leave of absence from their duties, without loss of time or efficiency rating, PTO time, or salary on all days during which they

are engaged in authorized training or duty ordered by proper authority, not to exceed 15 days in any one calendar year. Employees will continue to receive pay from the District. Requests for approval of military leave must have copies of the relevant military orders attached. Military leave in excess of 15 days will be charged to PTO leave or leave without pay.

Employees who are ordered to extended active duty with the state or federal military forces are entitled to all of the reemployment rights and benefits provided by law upon their honorable release from active duty.

(Legal reference: V.T.C.A., Government Code, Section 431.005; V.T.C.S. Article 6252-4a; 38, U.S. Code Ann., Chapter 43.)

8.5 CITIZENSHIP LEAVE

Employees are granted civil leave with pay for jury duty, for serving as a subpoenaed witness in an official proceeding, and up to two hours for the purpose of voting. Temporary part-time employees are not paid for citizenship leave.

Employees must notify, and receive approval from the District Manager prior to taking civil leave. When an employee has completed civil leave, he or she must report to the District for duty for the remainder of the workday. If the employee will be absent from work for more than one workday on civil leave, he or she must notify the District Manager daily at the beginning of the workday. Upon dismissal from jury duty or by the court employees should obtain a written release with time and date. Employees if released during normal working hours should return to work within a reasonable time allowing for travel.

8.6 FAMILY AND MEDICAL LEAVE.

An employee should provide the District at least 30 days' notice before the FMLA leave is to begin if the leave is foreseeable. If 30-days advance notice is not feasible or the leave is unforeseeable, the employee should give notice of the need for FMLA leave as soon as practical under the facts and circumstances of the situation. It is the employee's responsibility to request FMLA leave, but the District reserves the right to designate FMLA leave. The District's District Manager should advise the District Board of the potential need for FMLA leave by an employee. The District Board will notify the District Manager that an employee has been placed on or been approved for FMLA leave and of the duration of the FMLA leave.

1. **Eligible Employees**
   To be eligible for family leave, an employee must have been employed continuously by the District for at least the previous 12 months and have worked at least 1,250 hours during those 12 months in a regular position. This policy applies equally to male and female employees. However, if both spouses are employed by the District, and the reason for the leave is to care

for a newly arrived child or a sick parent, 12 weeks is the aggregate family leave limit for both. Temporary employees are not eligible for family leave.

2. **Eligible Circumstances**
   An eligible employee is entitled to 12 unpaid workweeks of leave during any 12-month period for three purposes: (1) birth or placement for adoption or foster care of a child (only within 12 months of the birth or placement); or (2) a serious health condition of a spouse, child, or parent; or (3) the employee's own serious health condition. A serious health condition is one that requires either inpatient care or continuing treatment by a health care provider.

3. **Calculation of 12-Month Period**
   The 12-month period for eligibility for leave is calculated on an individual employee basis in a uniform manner for all employees. The 12-month period is measured forward from the date any employee's first Family and Medical Leave Act (FMLA) leave begins.

4. **Definition of Family Members**
   "Son or daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in the place of a parent. The child must be under 18 years of age or an individual 18 years of age or older who is incapable of self-care because of a mental or physical disability. "Spouse" means a husband or wife as defined or recognized under state law for purposes of marriage, including common law marriage.

5. **Limitations/Restrictions**
   Leave may be taken on an intermittent or reduced basis for the birth or adoption of a child only if the arrangement is agreed to by the District. However, leave for serious health conditions — either of an eligible family member of the employee or the employee — may be taken intermittently or on a reduced schedule if medically necessary, provided the other conditions of these policies are met.

6. **Temporary Transfer**
   If the employee's request for intermittent leave is foreseeable based on planned medical treatment, the District may require the employee to transfer temporarily to an alternative position, with equivalent pay and benefits, that better accommodates recurring periods of leave.

7. **Maximum Duration**
   The total cumulative maximum period of time which an employee may be absent from work on family leave during any 12-month period is 12 weeks, regardless of whether all or a portion of the leave period is paid or unpaid. If an employee has accrued PTO on the books at the time the FMLA leave commences, the employee must exhaust those balances, excluding frozen sick leave, before being eligible for unpaid FMLA leave. An employee who has frozen sick leave

may elect to use such paid leave during FMLA leave. Once the employee's leave balances have been exhausted, the District will then provide enough unpaid family leave to total 12 weeks. During the unpaid portion of an employee's family leave period, the employee accrues no additional PTO leave, or any other type of leave.

8. **Part-Time/Variable Hour Employees**
   Where an employee normally works a part-time schedule or variable hours, the amount of leave to which an employee is entitled is determined on a pro rata or proportional basis.

9. **Notice**
   In the case of leave for birth or placement of a child, an employee must provide at least 30 days' advance notice before the date on which the leave would begin. If the employee is unable to provide 30 days' notice, he or she must provide as much notice as is practicable; usually within one or two business days of the date the employee is aware of the need to request leave. In the case of leave for a serious medical condition, if the leave is foreseeable based on planned medical treatment, the employee must make a reasonable effort to schedule the treatment so as not to disrupt unduly the District's operations. The same advance notice requirements apply.

10. **Certification of Condition**
    An employee requesting a paid or unpaid leave of absence for extended illness or temporary disability must submit to the District Manager (1) a medical doctor's statement as to the date upon which the employee is no longer able to perform his or her duties or (2) a statement that the employee is needed to care for a spouse, parent, or child, with the expected length of the recuperation period or an estimate of the time required to care for the family member, and appropriate medical facts regarding the condition. In addition, the employee must also provide the District Manager with a written statement from the employee concerning his or her intentions about returning to work at the District. An employee on family leave must contact the District Manager at least once each workweek unless another schedule satisfactory to the District has been established in writing and signed by the District Manager and the employee. The District may also require subsequent re-certifications as reasonably needed. Failure to provide required medical status reports or to contact the office on the schedule required by the District Manager is grounds for disciplinary action.

11. **Second, Third Opinions**
    The District may require a second opinion, and, if conflicting, a third opinion from a health care provider as to the need for and scheduling of family leave. The second and third opinions, if sought and obtained by the District, will be paid for by the District and will be obtained from independent health care providers who are not employed by the District. If a third opinion is necessary, the third opinion obtained is final.

12. **Return to Work/Assurances**

After completion of an approved family leave period, an employee will be returned either to the same position he or she held before the leave began or to a position equivalent to the previously held position in pay, benefits, and other terms and conditions of employment. This policy may be modified for "key employees," defined as those salaried employees in the top 10 percent of the District's workforce. Key employees will be notified in advance of their status. Regardless of whether the family leave period is paid, unpaid, or a combination of paid and unpaid, the employee's health insurance coverage will be continued in the same manner and at the same level as it would have been had the employee continued in employment for the duration of the family leave period. However, should the employee decide, at any time after family leave begins, that he or she will not return to work at the District, the employee must reimburse the District for health coverage premiums paid by the District on behalf of the employee during the family leave period unless the reason for not returning to work is the continuation, recurrence, or onset of a serious health condition, or other circumstances beyond the employee's control. This is subject to certification.

13. **Retention of Benefits**

An employee on family leave does not lose any previously accrued seniority or employment benefits, but does not earn any leave credits or other benefits during the unpaid portion of the leave. After returning to work from a family leave that has been extended to six months or more, an employee receives an adjusted employment date and adjusted anniversary date which reflect the period of time the employee was on unpaid family leave. The adjusted date will be used for the purpose of calculating leave accrual and any other benefits based on longevity.

14. **Summary of Act**

The District has posted a summary of the Family and Medical Leave Act on its central bulletin board for employees' information.

(Legal reference: Family and Medical Leave Act of 1993 (P.L. 103-3).)

15. **Request for Extension of Family and Medical Leave**

If an employee requests additional unpaid leave beyond the 12-week maximum allowable under the family and medical leave provisions of these policies, any extension granted will be under the terms set out in the section of these policies headed **Other Leaves of Absence Without Pay**. Employees should read the referenced section carefully and understand the differences between these two types of leaves before requesting an extension.

16. **Documentation**
All documentation regarding family leave will be filed in the employee's medical file, which is maintained separate from the personnel files and is accessible to a limited number of persons only on a "need-to-know" basis.

(Legal reference: U.S. Americans with Disabilities Act of 1990.)

8.7 OTHER LEAVES OF ABSENCE WITHOUT PAY

Leave of absence without pay is an approved absence from duty in a non-pay status for not more than six months unless an extension is approved by the District's Board. Extensions of leave, including using this type of leave to extend family and medical leave beyond the 12-week limit, may be authorized by the District's Board in no more than one-month intervals, and a careful review must be conducted prior to authorizing any extension. The reason(s) for granting the extension must be documented in writing in the employee's personnel or medical file, as appropriate.

Granting a leave of absence without pay is at the discretion of the District Manager and subject to approval by the District's Board. Such leave is not authorized unless there is a reasonable expectation that the employee will return to employment with the District at the end of the approved period; approval of the leave must be documented with a copy of the documentation to be placed in the employee's personnel or medical file, as appropriate. Employees on leave of absence without pay receive no compensation and accrue no benefits. However, previously accrued leave balances, benefits, and seniority are retained during leaves of absence unless otherwise prohibited by the terms or provisions of the benefit programs or by these policies. Medical, dental and life insurance can be continued if the employee pays the premiums (including the District's portion) in full in a timely manner. The District's insurance company may limit the length of time the medical benefits may be continued.

1. **Revocation of Leave Without Pay**
A leave of absence without pay may be revoked upon receipt of evidence submitted that the cause for granting the leave was misrepresented, or has ceased to exist.

2. **Authorized Reasons for Leave Without Pay**
A leave of absence without pay may be appropriate for the following reasons:

(a) Military service (see also the section on this type of leave);

(b) Recovery from extended illness or temporary disability, including using leave without pay in lieu of or to extend the allowable 12-week period of family leave; pregnancy is treated in the same manner as any other extended illness or temporary disability (see also the section on **Family and Medical Leave**);

(c) Educational purposes when successful completion will benefit the District;

(d) Public service assignments;

(e) Seeking public office;

(f) Personnel exchange programs which emphasize intergovernmental relations; or

(g) Any other reason approved by the District's Board which, in the judgment of the District's Board, merits a leave of absence without pay.

3. **Conditions**
An employee requesting an unpaid leave of absence must provide District Manager and the District's Board with a statement from an appropriate third party as to the date upon which the employee is no longer able to perform his or her duties and the expected length of time needed. In addition, the employee must furnish the District with a written statement from the employee concerning his or her intentions about returning to work at the District. In determining whether or not to approve the request for leave without pay, the District Manager, subject to the District's Board approval, will consider the employee's length of service with the District and past performance, the District's needs, and the prospect for temporary replacement of the employee or reassignment of the employee's duties.

4. **Reporting Requirements**
An employee on extended leave must contact the District Manager at least once each week to report on his or her status unless another schedule is agreed to in writing. Failure to provide required medical status reports or to contact the office on the schedule required by the District may result in the District revoking the leave and taking disciplinary action up to and including dismissal.

5. **Documentation**
A summary of the basis for the decision to grant or deny an unpaid leave of absence and the terms of the leave will be prepared by the District Manager, given to the District's Board, and placed in the employee's personnel or medical file, as appropriate.

6. **Return to Work After Leave Without Pay**
Upon returning to work after an authorized leave of absence without pay, an employee receives an adjusted employment date and adjusted anniversary date which reflect the period of time that the employee used for leave of absence. This adjusted date will be used for the purpose of calculating PTO leave accrual and any other benefits that may be based on longevity.

At the expiration of an authorized leave of absence without pay, every effort will be made to reinstate the employee in the same, or a comparable, position. However, if no vacancy exists and a reasonable effort to place the employee in another position has been unsuccessful, the employee will be separated and paid accrued benefits. (See also sections on **Family and Medical Leave** and on **Military Leave** for specific provisions relating to leave of absence for those purposes.)

8.8 EMERGENCY LEAVE

Up to three days per calendar year of emergency leave with pay may be granted to employees by District Manager, who shall give notice to the District's Board, in the event of (1) a death in an employee's family, or (2) life-threatening illness of a member of the employee's immediate family who requires the employee's personal care and attention if PTO time is not available. For purposes of emergency leave, family includes spouse, child, parent, brother, sister, grandparents, or grandchildren of an employee or an employee's spouse. It also includes any person living in the employee's household who is dependent on the employee for care. The length of time granted for a specific emergency leave must be approved by the appropriate District Manager in advance and will depend on the circumstances. The terms of and reasons for the leave must be documented and filed in the employee's personnel file.

8.9 INJURY LEAVE

For information on occupational disability or injury leave for bona fide, on-the-job, work-related injuries, please see the sections in this manual under the main heading **Health and Safety**.

8.10 USING LEAVE IN COMBINATION

An employee who is requesting extended leave to extend family and medical leave beyond the 12-week limit must exhaust all of his or her accrued PTO leave in order to be eligible for leave without pay. Use of appropriate leave balances may be required as a condition of other leaves of absence without pay. A request for this type of leave without pay must be approved in advance by the District's Board.

If an employee is sick or temporarily disabled for non-work-related reasons, and he or she exhausts accrued sick leave, the District will automatically begin applying any accrued PTO leave credits unless notified differently by the employee.

With the approval of the District Manager, who is to give notice to the District's Board, other types of leave may be used in combination or coupled with holidays if it is determined to be in the best interests of the District and the employee.

8.11 DONATING PTO LEAVE TO ANOTHER EMPLOYEE

Any full-time employee wishing to donate his/her PTO leave to another employee may donate this leave up to the same number of days for which he or she has available.

8.12 ABANDONMENT OF POSITION

Unauthorized absence from work for a period of five consecutive working days will be considered by the District's Board with the recommendation of the District Manager, as a resignation. Unless the District official determines otherwise, the resignation is not in good standing and the employee is not eligible for reemployment.

9. HOLIDAYS

9.1 DISTRICT POLICY

a. a. Paid Holidays are established each year by the District's Board. In adopting these personnel policies, District's Board adopts the vacation days established by Galveston, County Texas Commissioner' Court for county employees. The Galveston County Holiday Schedule can be found on the Galveston County website and the District's website.

b. Whenever an approved legal Holiday falls on a Saturday or Sunday, it will be observed on the Friday preceding or the Monday following, as determined by the District Manager.

c. Employees, not working Holidays will be compensated for eight (8) hours of regular pay. Employees working alternative schedules (i.e., 6 hours per day) will be paid based on their regular schedules.

http://www.galvestoncountytx.gov/HmPg%20Information/2017HolidaySchedule.pdf

If the District's Board chooses to send employees home on a non-recognized District holiday, the employee does not have to take PTO leave.

Regular Part-Time employees, but not temporary Part-Time Employees, are paid for holidays.

An employee who is absent without approved leave on the workday immediately preceding or following a holiday will not be paid for the holiday.

9.2 WORK DURING HOLIDAYS

When a Full-Time shift employee is required to work a Holiday, he or she will be compensated at 1½ times their regular hour rate this is additional to their hourly rate.

9.3 HOLIDAYS FALLING ON NON-WORKDAYS

Whenever a legal holiday on the current year's list of approved holidays falls on an employee's regular day off and the employee does not work that day, he or she will receive **8** hours of regular pay. If an employee works over-time on a holiday, they will be paid at their overtime rate plus 8 additional straight time hours worked.

10. HEALTH AND SAFETY

10.1 SAFETY POLICY

It is the policy of the District to make every effort to provide healthful and safe working conditions for all of its employees. Refer to Safety Manual for additional information and requirements.

10.2 EMPLOYEE RESPONSIBILITIES AND REPORTS

Employees are responsible for conducting their work activities in a manner that is protective of their own health and safety, other employees, and the District public.

An employee must report every on-the-job accident, no matter how minor, the District Manager immediately, but in all cases at least within 24 hours. The District Manager is responsible for filing a written accident report immediately with the environmental health and safety director.

The following rules are designed to promote the safety and well-being of District employees and are to be observed by employees at all times:

- No employee may engage in horseplay, wrestling, or practical joking while on duty or operating District equipment;
- Employees should maintain awareness of potentially dangerous situations that may cause injury to themselves, fellow employees, or the public.
- Employees must report immediately to the District Manager any conditions that in their judgment threaten the health or safety of employees or the public;
- An employee who is unable to perform his or her duties safely due to illness must promptly notify the District Manager; and
- Employees must immediately seek proper first aid treatment for all on-the-job injuries, including minor injuries, and must immediately report all injuries to the District Manager unless emergency circumstances exist.

Failure to report an on-the-job injury, no matter how minor, is grounds for disciplinary action.

10.3 EMPLOYEE SUGGESTIONS

Employees are encouraged to make suggestions to the District Manager or the District's Employee Committee for improvements that would make the District workplace safer or more healthful.

10.4 ON-THE-JOB INJURIES.

1. **Medical Attention**
   An employee who sustains a bona fide, on-the-job, work-related injury may seek medical attention from the medical facility or professional of his or her choice. The District encourages employees to return to work as soon as they are able to do so. An employee returning to work must submit a physician's statement of medical condition and release to return to work. As determined by the District's Board, at the District's expense, an employee may be required to submit to examination by an independent physician.

(Legal reference: Workers' Compensation Act, V.T.C.S. Article 8308.)

2. **Insurance**
   The District provides workers' compensation insurance for all of its employees. This insurance provides medical expenses and a weekly payment if an employee is absent from work because of a bona fide, on-the-job, work-related injury for more than one week. All workers' compensation insurance claim forms must be submitted to the District Manager immediately for appropriate action to be taken.

(Legal reference: Workers' Compensation Act, V.T.C.S. Article 8308.)

3. **Statutory Benefits**
   Employees who sustain an injury at work may be eligible to receive benefits prescribed by the Texas Workers' Compensation Act. These benefits include compensation payments; medical care as reasonably required to cure and relieve the effects of the injury or occupational disease(s); and/or death benefits.

   State law provides that an employee will be eligible for weekly indemnity payments beginning on the eighth calendar day of lost time following an occupational injury. Weekly indemnity payments for compensable injuries are temporary benefits, which will continue until the doctor certifies that the employee has received maximum medical improvement. Weekly indemnity payments for compensable injuries are made at 70 percent of the difference between the employee's average pre- injury weekly wage and the employee's earnings after the injury. For employees who earn less than $8.50 per hour, the rate of payment for the first 26 weeks of temporary benefits is 75 percent of the difference between the employee's average weekly wage before the injury and the employee's earnings after the injury. Under the "low wage earner" provision, temporary benefits cannot exceed 100 percent of the employee's actual wages for the previous year.

   Compensation benefits are subject to a seven calendar day waiting period. After 28 calendar

days of lost time, the seven-day waiting period will be paid retroactively under workers' compensation.

4. **Exclusion**
   Injuries caused by willful intent and attempt to injure self or to unlawfully injure another, intoxication, horseplay by the injured employee, an act of God in certain limited circumstances (i.e., assigned to official **duty during a hurricane, lightning storm, etc.), non-job related injuries, or act of a third party for personal reasons are excluded** specifically from coverage by injury leave with pay.

(Legal reference: Workers' Compensation Act, V.T.C.S. Article 8308.)

5. **Initiation of Injury Leave**
   An employee who is put on leave for a bona fide, on-the-job, work-related injury will be provided with a copy of the District's policy on "On-the-Job Injuries" prior to or as soon after the beginning of the leave as is feasible. Injury leave begins on the first scheduled workday of absence due to on-the-job injury and continues until the employee returns to work, his or her eligibility expires, or the employee is removed from injury leave coverage by the District's Board.

6. **Compensation**
   If a full-time employee sustains a bona fide on-the-job, work-related injury which renders him or her unfit for performing the duties of the job, that employee may elect to supplement his or her workers' compensation payments with PTO leave payments from the District, provided that the employee has adequate accrued PTO leave. The supplemental PTO leave check from the District will be in an amount that, when added to the workers' compensation payment, equals the employee's regular "take home" pay. The employee must sign a leave request form to exercise this option.

   An employee receiving workers' compensation payments does not accrue PTO leave and is not entitled to receive holiday pay.

7. **Continuation of Group Medical Insurance for Employee and/or Dependent**
   If District provided, to continue medical insurance for the employee and/or the employee's dependent(s) when the employee is on injury leave and no longer receiving a regular District paycheck, the District will continue to pay the District's portion of the employee's medical insurance for a period of time not to exceed 90 days following the employee's injury. Thereafter, the employee must pay both the employee's and the District's portions of these insurance premiums to the District on the schedule established by the District treasurer's office in order to maintain coverage.

8. **Reporting Requirements**
While on leave because of a bona fide, on-the-job, work-related injury, each time the employee sees the physician for consultation or treatment, he or she must provide a progress report to the District Manager, which submits the report to the District's Board. Any change in the employee's condition which might affect his or her entitlement to workers' compensation payments must also be reported to the District Manager. A copy of any medical status report will be sent to the District's District Manager. In addition, the injured employee must contact the District Manager periodically to report on his or her condition. Failure to provide the required medical status reports or to contact the District Manager on the schedule is grounds for revoking the employee's leave and for taking disciplinary action.

9. **Duration of Injury Leave**
The maximum duration of occupational disability or injury leave is three months unless an extension is authorized by the District's Board. Requests for extension must be initiated and submitted in writing by the employee. The employee must complete the request for extension form available from the District Treasurer's Office and must submit with the request for extension, a complete medical certification form, also available from the District Treasurer's Office. Requests for extension may be authorized after careful review by the District's Board in no more than a one-month increment at a time and up to an additional three months, for a maximum of six months leave. A new request for extension and medical certification must be completed for each extension.

10. **Termination of Injury Leave**
Injury leave with pay may be terminated at any time without prior notice. Evidence that an employee is able to return to work and has not done so will be submitted to legal and medical advisors prior to terminating the leave.

11. **Return to Service**
A written statement from the attending physician certifying that the employee has been released to return to work and specifying the type(s) of work he or she is capable of performing as well as any limitation(s) must be received by the District before an employee may return to work. All employees on injury leave must report to work after approval of either the employee's attending physician or an independent physician paid by the District. Failure to return to work when directed will result in appropriate disciplinary action, up to and including discharge.

The District Manager must notify the Personnel Committee office upon the employee's return to duty so that the District treasurer may resume recordkeeping for purposes of payroll, benefits, and leave and length-of-service accruals.

12. **Temporary Light Duty Status**

During the course of an on-the-job injury leave of absence, if an employee is released by his or her physician for light duty, the employee's job or alternative job assignment(s) will be evaluated for a determination of whether a temporary position is available in which the District can use the employee's limited services for a temporary period of time. If no acceptable light duty assignment can be found, the employee will be placed on inactive status until released by the physician to return to his or her previous job.

An employee who is able to return to work in light duty status is a temporary employee and may be required to work in a different position and perform duties not contained within his or her current job duties. When an employee is assigned to temporary light duty status and performing different duties, he or she will be paid according to the level of pay that he or she would receive for the temporary light duty job if the assignment were the result of reorganization. A light duty assignment cannot exceed 90 days. In addition, the employee may receive workers' compensation payments in a reduced amount.

13. **Inactive Status**

At the end of the initial three-month period after the injury, an injured employee unable to return to regular duty will be placed on inactive status unless an extension of injury leave is expressly authorized by the District's Board. At the time the employee is placed on inactive status, the District Manager is free to hire or promote a temporary replacement. This policy will not interfere with any FMLA or ADA rights that an employee may have.

Temporary replacements may be used for a period of three months. If at the end of that three-month period the injured employee remains unable to return to work, the temporary replacement may become a regular employee.

When the injured employee has reached maximum recovery, the District may consider the employee for employment in a capacity for which the employee is qualified, if a position is available.

14. **Total Disability/Retirement**

A determination of total disability may be rendered at any time during the course of the occupational disability or injury leave. Upon such a determination, the District treasurer's office, in consultation with the District's Board, will make the necessary arrangements for the employee's retirement under the "disability retirement" clause of the coverage provided by the District's retirement plan.

15. **Reasons for Termination of Employment During Injury Leave**

An employee may be terminated while on leave for an on-the-job injury for the following:

(a) Refusal to return to duty on the workday on which the employee has been released by the treating physician;

(b) Failure to accept a "light duty" assignment;

(c) Failing to follow prescribed treatment including medical appointments; and

(d) Participating in activities which, according to the District's medical and legal advisor, justify termination because they are injurious to recovery or they do not aid in healing.

16. **Final Release or Settlement**

At the time of final release or settlement of a workers' compensation claim, the employee must furnish the District with a certificate from the employee's physician stating that the employee is able to return to work. The certificate must also specify any limitation(s) on the employee's physical condition and the estimated duration of the limitation(s). The District will then evaluate the employee's physical condition and determine whether he or she can perform the duties of the job previously held. If (a) the employee cannot perform his or her previous duties, or (b) no vacancy exists, or (c) no other suitable position is available, and (d) a reasonable effort has been made to place the employee in a suitable position, then he or she will be separated and paid accrued benefits. If the employee is separated from District employment at this point, the District Manager will:

(a) Send him or her a certified, return receipt requested, letter;

(b) Explain the circumstances, outlining the reasonable effort made to place the employee in a suitable position; and

(c) Inform the employee that he or she has been separated from District employment and that he or she will be mailed a final paycheck, if applicable, for any accrued and payable leave benefits.

17. **Drug-Free Workplace**

The following policy has been adopted to implement the District's desire to establish itself as a Drug-Free Workplace:

(a) All employees of the District are hereby notified that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance or alcoholic beverage is prohibited in the workplace of the District or while representing the District off premises. Employees who violate this policy will be subject to immediate disciplinary action up to and including discharge.

(b) The District has established a drug-free awareness program providing information about the dangers of drug and alcohol abuse in the workplace, the District's policy of maintaining

a drug-free and alcohol-free workplace, information about available drug and alcohol counseling and rehabilitation, and information about the penalties that may be imposed on employees for drug or alcohol abuse violations occurring in the workplace.

(c) Pre-employment drug/alcohol screening will be conducted for all positions.

(d) Periodic testing and testing for probable cause may be required to ensure public safety and security.

(e) Each employee of the District will be furnished a copy of this policy.

(f) All employees of the District will abide by the terms of this policy and will notify the District of any drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.

(g) The District will notify any funding agency which requires notification within 10 days after receiving notice under the above paragraph from an employee or otherwise receiving actual notice of such conviction.

(h) Any employee so convicted will be subject to disciplinary action up to and including immediate discharge.

(i) The District will make a good faith effort to continue to maintain a drug-free and alcohol-free workplace through the implementation of this policy.

(j) Any employee involved in an on-the-job accident or injury will be required to immediately submit to a drug and/or alcohol test. "Involved in an on-the-job accident or injury" means not only the individual who was injured, but also any employee who potentially contributed to the accident or injury in any way. "Immediately" means within twenty-four (24) hours of the incident occurring.

(k) If an employee is tested for drugs or alcohol outside of the employment context and the results indicate a violation of this policy, the employee may be subject to appropriate disciplinary action, up to and including termination. In such case, the employee will be given the opportunity to explain the circumstances prior to any final employment action taken.

(Legal reference: U.S. Drug-Free Workplace Act of 1988, as amended, and Texas Workers' Compensation Commission Act, V.T.C.S., Article 8308.)

11. USE OF DISTRICT PROPERTY

11.1 DISTRICT POLICY

The District attempts to provide each employee with adequate tools, equipment, and vehicles for the job being performed, and expects each employee to observe safe work practices and safe and courteous operation of vehicles and equipment in compliance with all applicable regulations.

11.2 VALID DRIVER'S LICENSE

All operators of District vehicles or operating their own vehicles on District's Business are required to have the valid State of Texas driver's license necessary for legal operation of that vehicle and to keep the District Manager and the Personnel Committee informed of any changes in status of their licenses. The District Manager or the District's Board will periodically check the driving records of all employees who operate District vehicles or are required to use their personal vehicle to conduct District business. Failure to maintain a safe driving record may result in disciplinary action. An employee may be required to participate in a defensive driving course if the employee is cited with a moving violation.

Suspension or revocation of the driver's license of an employee who is assigned as a vehicle or required to operate a vehicle as part of the employee's job description may result in a demotion or discharge.

11.3 VEHICLE INSURANCE

Employees who drive a personal vehicle on District business are required to provide the District Manager with proof of automobile liability insurance as required by the State of Texas and to maintain up-to-date insurance coverage. Failure to do so may be grounds for disciplinary action up to and including discharge.

11.4 USE OF DISTRICT CREDIT CARDS.

Credit cards may be issued to authorized employees and or the District's Board members. However, the District Manager, with the assistance of the District's Certified Public Accountant ("CPA"), will monitor use of the credit cards and will submit documentation of usage to the District's Board and included as part of each month's financial package approved by the District's CPA at the end of each month.

Unauthorized or personal use of District credit cards is strictly prohibited.

12. DISCIPLINE

12.1 DISTRICT

Employees of the District serve "at will" and, within the provisions of state and federal law regarding public employment, can be dismissed at any time, with or without notice for any reason or no reason. Some of the actions that may result in discipline up to and including potential termination include, but are not limited to, the following:

- Violating the District Confidentiality Policy Found in Section 18;
- Insubordination;
- Absence Without Leave including absence without permission, failure to notify the District Manager of sick leave, and repeated tardiness or early departure;
- Endangering the Safety of the Employee and/or Other Persons through negligent or willful acts;
- Use of Alcohol or Illegal Drugs while on duty or in a District vehicle or working for the District;
- Alcohol or Drug Abuse while on duty which may affect the performance or safety of the employee or other persons;
- Involvement with Alcohol or Drugs in the workplace in violation of the District's Drug-Free Workplace Policy;
- Unauthorized Use or Theft of Public Funds or Property;
- Conviction of a felony;
- Conviction of Official Misconduct, oppression, or perjury;
- Falsification of Documents or Records;
- Unauthorized Use of Official Information or unauthorized disclosure of confidential information;
- Unauthorized or Abusive Use of Official Authority;
- Violation of the Sexual Harassment Policy;
- Incompetence or Neglect of Duty;
- Disruptive Behavior which impairs the performance of others; or
- Other Violation of any of the Requirements of these Personnel Policies or other board policies.

12.2 PROGRESSIVE DISCIPLINE

The District Manager, with notice and consent of the District's Board, may take disciplinary action, including dismissal, against an employee at any time. The severity of the discipline depends upon the nature of the infraction. The District may, but not necessarily will, use a progressive discipline system.

The progressive discipline system is as follows:

1. **Oral Warnings with written records of each warning maintained by the District Manager;**

2. **Written Reprimands, which the District Manager must in all cases cause to be transmitted through to the District's Board and copies placed in the employee's personnel file, with a signature of the respective employee to acknowledge receipt;**

3. **Suspension from duty, with or without pay, for up to five (5) days and renewable after informal review of the circumstances.**

4. **Demotion from current position**

5. **Separation by involuntary dismissal.**

Actions other than oral or written warnings require the advance approval of the District's Board unless an emergency situation exists.

For additional information regarding procedures to be followed if the discipline results in separation by involuntary dismissal, *see* the following sections of this manual relating to **Separations**.

13. SEPARATIONS

13.1 TYPES OF SEPARATIONS

All separations of employees are designated as one of the following types:

- Resignation;
- Retirement;
- Reduction in Force;
- Dismissal;
- Disability; or
- Death.

13.2 RESIGNATION

An employee who intends to resign is requested to notify the District Manager and/or the District's Board, in writing, at least 10 working days prior to the last day of work.

13.3 RETIREMENT

The same notice requirements for resignation apply in the case of retirement except that a longer period of advance notice may be required to start as required by a retirement plan adopted by the District's Board.

13.4 REDUCTION IN FORCE

An employee may be separated when his or her position is abolished, or when there is either a lack of funds or a lack of work.

When reductions in force are necessary, decisions on individual separations will be made after considering the following:

- The relative necessity of each position to the organization,
- the performance record of each employee,
- qualifications of the employee for remaining positions with the District, and
- the employee's length of service with the District.

13.5 DISMISSAL

The District operates under the legal doctrine of "employment-at-will" and, within requirements of state and local law regarding employment, can dismiss an employee at any time, with or without notice, for any reason or no reason. Every effort will be made to ensure that employee dismissals are

not made in an arbitrary and capricious manner; however, these personnel policies do not constitute an employment agreement between the District and any of its employees and in no way limit or restrict the at-will nature of employment. The District has the right to change these policies at any time, without prior notice to employees.

13.6 DISABILITY

In cases of long-term disability where an employee is unable to return to work for a period of time which would cause an undue hardship to the District to hold the position open, and if no position is available which the employee could perform with a reasonable accommodation by the District, the employee will be separated from employment with the District.

(Legal reference: U.S. Americans with Disabilities Act of 1990.)

(See sections of this manual under the main heading of **Health and Safety** for details on occupational disability resulting from bona fide, on-the-job, work-related injuries.)

13.7 DEATH

If a District employee dies, his or her estate receives all pay due and any earned and payable benefits as of the date of death.

13.8 EXIT INTERVIEWS AND RECORDS

The District Manager may conduct exit interviews and record the findings in the employee personal file

13.9 CONTINUATION OF GROUP INSURANCE

If provided by the District, the federal Consolidated Omnibus Reconciliation Act of 1985 (COBRA) allows certain individuals the option of continuing their group health and dental insurance, at the individuals' full expense, under specified conditions, beyond the date on which it would otherwise terminate. Insurance information from the District's group insurance carrier is given each employee at the time of employment and explains these options under the District's carrier at the time the employee is hired. Later revisions in group insurance coverage are explained in subsequent insurance information distributed to each employee at the time the coverage revision is effective.

Each covered employee is responsible for notifying the District Manager of any change in family status – separation, divorce, or a child becoming eligible or ineligible for dependent's cover- age. If the change would cause the employee or a covered dependent to become ineligible for District-supplemented group insurance, the District will provide an "Insurance Coverage Continuation Form" to be completed by the appropriate person(s). In order to qualify for continued coverage, specific time periods must be met, and full premiums must be paid in a timely manner by the employee or the applicable spouse or child.

(Legal reference: U.S. C.O.B.R.A. of 1985.)

If the affected person's payment for continuation of group health insurance is not received by the 10th of the month, the District will notify the insurance carrier that the payment was not received. If this occurs, the District will neither pay the person's premium nor enter into payment arrangements for this coverage.

14. GRIEVANCES

14.1 POLICY

It is the policy of the District, insofar as possible, to prevent the occurrence of grievances and to deal promptly with those which occur. No adverse action will be taken against an employee for reason of his or her exercise of the grievance right.

A grievance may be filed by an employee on one or more of the following grounds within five (5) days of the occurrence : improper application of rules, regulations, and procedures (but not the rules, regulations, and procedures themselves); unfair treatment; illegal discrimination based on race, religion, color, sex (including sexual harassment), age, disability, or national origin; improper application of fringe benefits; or improper working conditions.

The District follows a progressive grievance procedure which ensures employees who have satisfied the introductory period due process in the District's consideration of their work-related grievances: the right to be represented, the right to mount a defense, and the right to present written response(s) regarding resolution of the grievance.

14.2 FINAL AUTHORITY

Grievances can be appealed through the District Manager. The decision by the District Manage can be appealed to the District's Board, whose decision is final.

If the grievance alleges either discrimination on one of the prohibited grounds or sexual harassment and the matter is not resolved to the employee's satisfaction by the District Manager providing them with copies of all documentation of the grievance from initial filing through final action by the District Manager.

14.3 PROCEDURE

The following procedures are applicable to employees. For procedures to be followed in the event of a grievance by an elected or appointed District official or outside advisor to the District, *see* Chapter 149, Sec. 152.014, Local Government Code.

1. **Informal Grievances**
   The first step in the grievance procedure is for the employee to attempt to resolve the grievance by informal conference with the District Manager or employee. If this informal conference does not result in a resolution of the problem(s) that is satisfactory to the employee, he or she must file a formal, written grievance.

2. **Formal Grievances**
   Formal grievances must be in writing, signed by the employee, and presented to the District

Manager. If the District Manager is part of the grievance the ESD Board President should be notified within five (5) business days after the alleged grievance occurred. A statement of the specific remedial action requested by the employee must be included in the written grievance.

An employee may be represented throughout the grievance process by another District employee of his or her choosing provided that the employee chosen has not been an employee representative in any other grievance proceeding within the previous 12-month period.

After being presented with a written and signed grievance, the District Manager will (1) meet with the employee and such other persons as may be necessary to gather the facts; (2) notify the elected/appointed official or outside advisor; (3) attempt to resolve the grievance with the employee and, if requested by the employee, with the employee's representative; and (4) communicate the decision to the employee in writing within five (5) business days after receipt of the grievance, sending a copy of the proposed resolution to the elected official or outside advisor.

If an employee is not satisfied with the proposed resolution, he or she must file a written appeal with the District's Board within five (5) business days. The District's Board will review the facts and the file, and will investigate the charges and conduct an investigation with the parties involved. The District's Board will respond in writing to the employee within fifteen (15) business days of a regular monthly meeting and the District's Board's decision is final.

3. **Documentation**
   Copies of all documentation relating to the grievance will be forwarded to the District Manager, if the District Manager is the subject of the grievance, immediately upon conclusion of each step in the grievance process and will be placed in the employee's personnel file.

4. **Grievances Relating to Sexual Harassment or Discrimination**
   Any employee may file a grievance related to alleged sexual harassment or discrimination on the basis of race, religion, color, sex, national origin, age, or disability. The initial written grievance will be direct to the District Manager, as appropriate. In such an instance, to allow adequate time for investigation by the appropriate authority, the total cumulative time period which would have been allowed at the other steps in the grievance process is available to the appropriate authority before his or her written resolution of the grievance is required to be received by the employee.

   If a grievance alleging either discrimination on one of the prohibited grounds or sexual harassment is not resolved to the employee's satisfaction by the District Manager. The employee is required to notify the District's Board, providing them with copies of all documentation of the grievance from initial filing through final. The District's Board will

respond in writing to the employee within fifteen (15) working and the District's Board's decision is final.

5. **Requirement for Appeal if Dissatisfied**
   If the employee is dissatisfied with any proposed resolution during the grievance process, he or she must appeal to the next step within the established time period. Failure to appeal presumes that the employee is satisfied with the latest resolution.

15. OB (CLASS) DESCRIPTIONS AND PERFORMANCE EVALUATIONS

15.1 JOB DESCRIPTIONS

The District's Board establishes and periodically reviews an official job description for each position in the District.

15.2 DISTRIBUTION

The job description for each employee's position will be (1) given to the employee, (2) reviewed by the employee, and (3) placed in the employee's personnel file along with a signed certification statement that the employee has reviewed it. In addition, each employee is given a copy of the job description to keep.

15.3 REQUESTS FOR CLARIFICATION.

In the absence of any request for clarification, each employee is considered to understand the responsibilities assigned to the position which he or she occupies.

15.4 EMPLOYEE PERFORMANCE EVALUATIONS

The District Manager will conduct a written performance evaluation and an evaluation interview of each District employee at least annually. The District Board will perform an evaluation of the District Manager annually. Performance evaluation records are maintained in each employee's personnel file.

16. PERSONNEL FILES

16.1 DISTRICT

Personnel records, except medical records, are maintained by the District Manager. Medical records are filed in a confidential file maintained by the District Manager.

Information in an employee's personnel file is public information and must be disclosed upon request unless specific items are exempt from disclosure by law. No information from any record placed in an employee's file will be communicated to any person or organization except by the District Manager or the District's Board.

Each employee may choose whether the District discloses the employee's home address and telephone number to the public on request. If a new employee does not request confidentiality within the first 14 days of employment, the home address and telephone number on file are considered public information. However, employees may change their election for disclosure or confidentiality at any time. A form for designating this information as confidential or public is available from the District's District Manager.

(Legal reference: Texas Open Records Act, V.T.C.S. Article 6252-17a.)

An employee or his or her representative designated in writing may examine the employee's personnel file upon request during normal working hours at the District offices.

Employees must inform the District Manager of any changes in or corrections to information recorded in their individual personnel files such as home address, telephone number, person to be notified in case of emergency, or other pertinent information.

16.2 PERSONNEL ACTION FORM

The Personnel Action Form is the official document for recording and transmitting to the personnel file each personnel action. This form is used to promote uniformity in matters affecting:

- Employment Category;
- Position Title and Classification; Pay Group and Rate; and
- Other Actions Affecting the Employee's Status.

The Personnel Action Form is completed on the employee's first day of work and is updated when there is any change in his or her status which relates to employment or benefits. Each Personnel Action Form becomes a permanent part of the employee's personnel file, and a copy is given to the employee each time an action occurs.

16.3 CONTENTS OF PERSONNEL FILES

An employee's official personnel file may contain at least the following:

- An employment record form summarizing the employee's history with the District;
- I-9 form;
- W-4 form;
- A copy of the employee's application for employment;
- A copy of the court order for appointees;
- A copy of the employment offer letter and acceptance;
- Signed copies of the employee's acknowledgments of having received a copy of the Personnel Policies Manual and any other policy-related materials;
- Employee's job description(s) (if any);
- Election to Disclose or Keep Confidential Home Address and Home Telephone Number Form;
- Change in Status Forms;
- Retirement application, including supplemental death policy;
- Leave application forms;
- Records of any citations for excellence, awards for good performance, or job-related training/ education;
- Records of disciplinary action(s);
- Performance evaluations;
- Copies of any grievances and related materials;
- Any other pertinent information having a bearing on the employee's status; and
- Any written statements from the employee explaining, rebutting, or clarifying other items in the file.

An employee's personnel file does not contain information regarding an employee's medical record(s), nor does it contain any information relating to drug testing.

(Legal reference: U.S. Americans with Disabilities Act of 1990.)

16.4 LEAVE RECORDS

Official records of PTO leave accrual and of leave usage are kept for each employee by the District Manager. Leave records are updated at the end of each month. Leave balances are shown on the official record to reflect any remaining leave to which an employee is entitled.

17. TRAVEL AND SUBSISTENCE

17.1 DISTRICT POLICY

The policy of the District is that employees are to be fully reimbursed for necessary and reasonable job-related expenses incurred in the authorized conduct of District business, including business-related travel. Except in cases involving in-District use of a personal vehicle, employees must receive prior approval from the District Manager or District's Board before travel which involves reimbursable expenses. The request should include an estimate of costs to be incurred. All travel expenses are subject to requirements of documentation and reasonableness, and will be honored in conformance with adopted policies and procedures, provided that the travel was properly authorized and that funds are available in the District's budget. In some cases, the District may prepay such expenses as registration fees, hotel costs, and/or airline or other public transportation costs directly to the entity involved.

Employees should be conscientious in their use of District funds. In all cases, travel expenses should be limited to those that are reasonable and necessary. Additionally, when two or more employees are traveling to the same location for the same purpose, they should travel together whenever possible to avoid unnecessary travel expenses.

Expenses which are not permitted under the terms of grants, contracts, or agreements with other agencies will not be charged as costs to those grants, contracts, or agreements.

17.2 OUT-OF-DISTRICT TRAVEL

Travel by District employees outside District is permissible provided that it is authorized in advance by District Manager or the District's Board and does not exceed budgetary limitations. Advances or reimbursement for travel are based upon the most economical conveyance that is reasonably available. When private automobiles are used for travel, reimbursement is allowed on the basis of actual mileage traveled specifically related to the District approved destination or tourist class air fare, whichever is less. The difference in cost between first- class air accommodations and less-than-first-class air accommodations is unallowable except when less-than-first-class air accommodations are not available. However, in such cases efforts should be made to seek other flights by pre-planning travel with sufficient lead time.

In cases where a rental car is used, employees must choose the optional insurance coverage (Damage Waiver); the District will pay for the insurance cost.

District officials and employees who receive automobile allowances are provided these allowances for travel within the District. In the event one of these officials or employees is required to travel outside the District, he or she is entitled to reimbursement for actual expenses for such trip(s) beyond the borders of the District provided the travel was authorized by the District manager and/or District.

17.3 SUBSISTENCE EXPENSES

Employees engaged in necessary and authorized travel in the conduct of District business will be reimbursed for actual costs of reasonable and documented expenses necessary to conduct the business for the District. Reimbursable subsistence expenses will strictly be for food, registration, lodging, telephone calls, parking, tolls, taxi, and reasonable gratuities. Alcoholic beverages will not be considered for reimbursement by the District. Receipts or other documentation acceptable to the District treasurer must accompany any request for reimbursement.

17.4 PERSONAL VEHICLE

Where use of a personal vehicle is judged to be the most reasonable means of transportation in the conduct of official District business, reimbursement will be at the same rate as the IRS allowable rate. Employees are expected to report the shortest distance between points of departure and destinations for all travel. Travel between an employee's residence and the District office is not eligible for reimbursement.

17.5 EXPENSE REPORT

As soon as an employee returns from a trip, or at least within one week of the travel, he or she must complete an expense report form documenting any actual expenses incurred on the trip which were not prepaid directly by the District to the entity involved. The District will issue a reimbursement check to the employee for allowable out-of-pocket expenses. All reimbursements must be approved by the District Manager, with the consent of the District's Board, and must be within the District budget.

17.6 EXCEPTIONS

Employees or officials who receive monthly automobile allowances are not eligible for per-mile reimbursement for travel within the District.

Employees who travel in a District-owned vehicle will be reimbursed for the documented actual cost of fuel, oil, or other expenses related to the safe operation of the vehicle. When two or more officials or employees travel in a single automobile, only one employee will be eligible for reimbursement for mileage/travel expenses.

Conference registration checks will be made out only to the organization sponsoring the conference.

17.7 PROHIBITED EXPENDITURES

Costs of personal entertainment, spouse's expenses, amusements, social activities, alcoholic beverages, traffic citations, or illegal activities are not allowable for reimbursement.

18. NON-DISCLOSURE, CONFIDENTIALITY, HIPPA

Please read all below very carefully. If you have any questions regarding this agreement, please ask them of your Supervisor BEFORE signing. You will receive a copy of the agreement for your own records.

18.1 NON-HEALTHCARE RELATED CONFIDENTIAL INFORMATION

It is very important to District that we protect our confidential business information and trade secrets. The Employee, accordingly, agrees that, both during and after his/her employment by the District, the Employee shall NOT disclose any of the following types of information:

- compensation data
- computer processes
- computer programs and codes
- customer lists
- customer preferences
- financial information
- labor relations strategies
- marketing strategies
- new materials research
- pending projects and proposals
- proprietary production processes
- research and development strategies
- scientific data
- scientific formulae
- scientific prototypes
- technological data
- technological prototypes
- any and all information obtained in any form from the District subject to public information request.

18.2 DISCLOSURE OF HEALTHCARE PATIENT INFORMATION

The Employee recognizes and acknowledges: to enable the District to perform those services, its patients furnish to the District confidential information concerning themselves and their affairs; that the good will of the District depends, among other things, upon its keeping such services and information confidential; and that by reason of the Employee's duties, the Employee may come into the possession of information concerning the healthcare needs and services performed on behalf of a citizen of the District participating in the District's Indigent Care Program even though the Employee does not take any direct part in or furnish healthcare services performed for those patients.

1. **The Employee, accordingly, agrees that, both during and after his/her employment by the District, the Employee shall NOT:**

   (a) Disclose any of such services for information to any person whatsoever;

   (b) Permit any person whatsoever to examine or make copies of any reports or other documents prepared by the Employee or contained in the District's files or coming into his/her possession or under his/her control;

   (c) Remove from the District's premises any report or District records pertaining to any patients.

2. **The Employee shall, however, be authorized to release patient records for the following purposes:**

   (a) When the same is needed by an authorized healthcare provider to administer healthcare services to the patient;

   (b) In the normal course of business by medical records personnel when accompanied by a release signed by the patient or the patient's legal representative or attorney-in-fact;

   (c) When directed by subpoena or other compulsory process;

   (d) When the rules and the regulations of the District so permit;

   (e) When otherwise authorized by the District's District Manager.

   Employee recognizes that the disclosure of information by the Employee may give rise to irreparable injury to the patient or owner of such information, and that accordingly, the patient or owner of such information may seek such LEGAL remedies against the EMPLOYEE, which may be available.

   The Employee agrees that should employee disclose any confidential information, the employee is subject to immediate discharge by the District Manager.

Proposed Changes

1. WEAPONS POLICY

Galveston County Emergency Services District No. 2 allows concealed handgun license holders to carry while on duty. All handguns must be concealed on the member and removed and properly secured where not allowed to be carried in accordance the laws of the State of Texas. Employee's that are licensed to carry must advise the District Manager of their intent and furnish the following information make, model, caliber and current proof of ownership.

19. Weapon Policy

Galveston County Emergency Services District No. 2 prohibits any job applicant, employee, or other persons in accordance with Texas State Statute from bringing weapons onto the workplace.

If the District has a reasonable suspicion at any time that a concealed handgun or weapon has been maintained, carried or stored in violation of this policy, District reserves the right to conduct a reasonable search of the person, work area or personal items subject to the control of such person to investigate whether or not a prohibited weapon is present. Any employee who witnesses the concealment or possession of a weapon should report it to their supervisor or the District Manager immediately. Violating this policy or refusing to consent to a reasonable search conducted pursuant to this policy may lead to discipline up to and including termination. Compliance with this policy is also a term and condition of continued employment with District.

All State of Texas laws for weapons and firearms carried will be adhered to.

20. Acknowledgement of Receipt of Personnel Manual

See **APPENDIX E**

APPENDIX A
NEPOTISM CHARTS

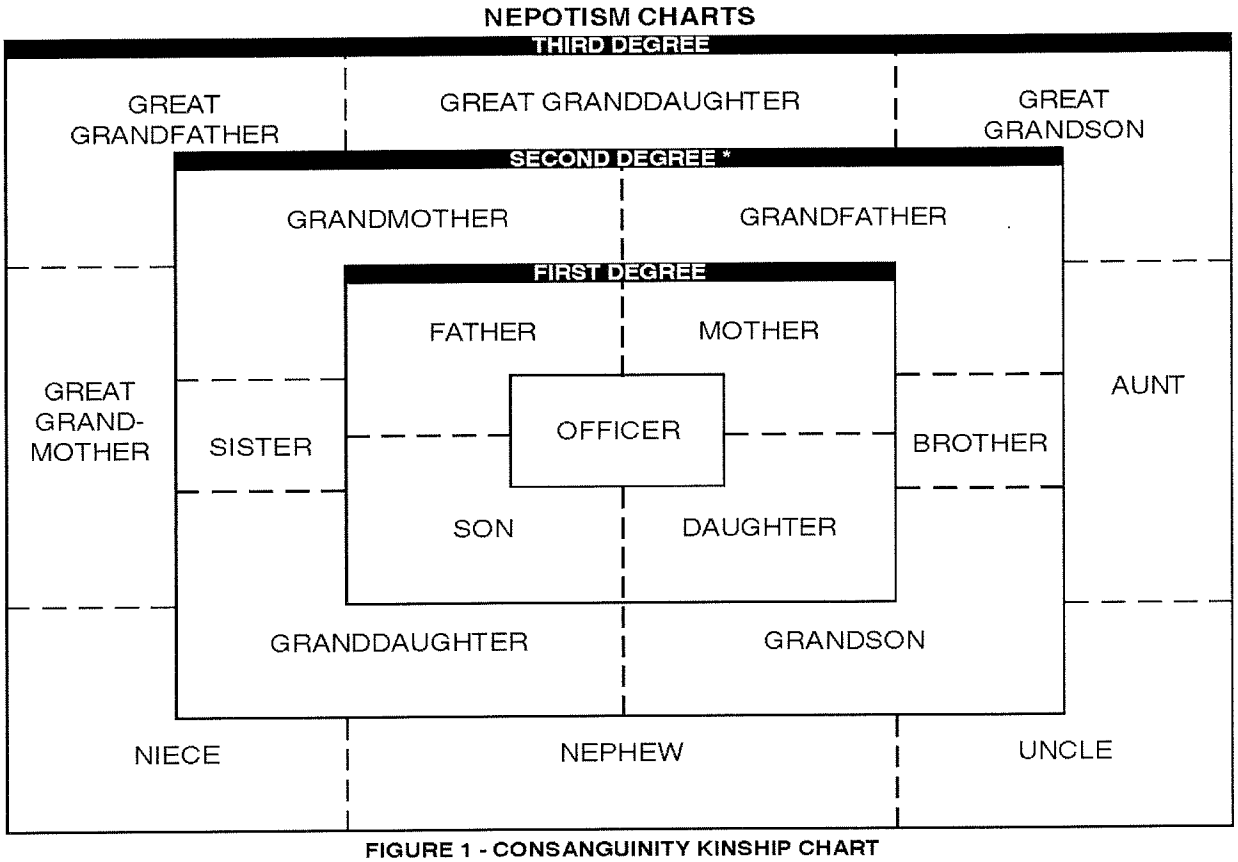


FIGURE 1 - CONSANGUINITY KINSHIP CHART

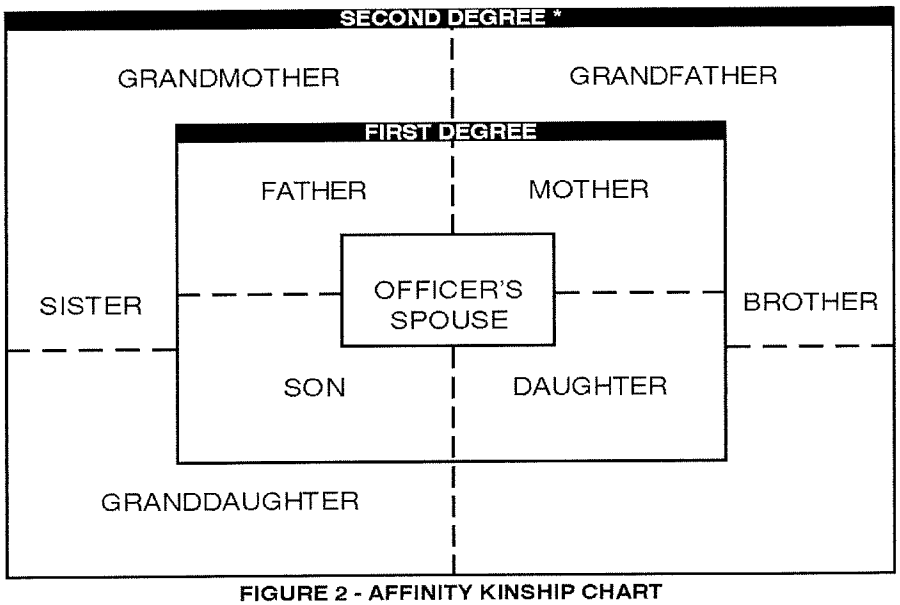


FIGURE 2 - AFFINITY KINSHIP CHART

• Spouses of relatives within the first or second degree of consanguinity (i.e., son-in-law, mother-in-law, brother-in-law, sister-in-law, etc.) are also included in the prohibition. *(Legal Reference: V.T.C.S. Article 5996h.)*

APPENDIX B
CELL PHONE USE

- A monthly allowance, of a set amount, will be paid to each eligible employee. Eligible employee is one the District's Board approves to receive an allowance based on the approved tier list.
- No additional payments in excess of the pre-set monthly allowance established by the District's Board will be approved.
- All allowances will be taxed as ordinary income to the District employee and included in his/her regular payroll check.
- There will be an initial $30.00 allowance to assist the employee in the purchase of a new phone on their new personal contract agreement. This is a one-time transaction and will require proof of purchase. District will not be responsible for replacement of any cellular equipment, of a private individual if lost, damaged or destroyed.
- The phone numbers of all subsidized phones will be placed on a list for official District business only!
- All supplemental payments for a cell phone will cease immediately upon termination of the employee or termination of the cell phone contract.
- No retroactive payments will be allowed. Users that are approved initially will start receiving the allowance as of the date approved by District's Board.
- The District District's Board is in no way obligated to anyone who signs a contractual agreement with a Wireless Vendor.
- All final decisions are under the authority of District's Board.

NON-DISCLOSURE, CONFIDENTIALITY, HIPPA

Please read and sign the Confidentiality Agreement (Agreement) found in **Appendix C**. If you have any questions regarding this Agreement, please ask your Supervisor **BEFORE** signing. You will receive a copy of the signed agreement for your own records.

SOCIAL MEDIA POLICY

Please read and sign **Appendix D**. If you have any questions regarding this agreement, please ask your Supervisor **BEFORE** signing. You will receive a copy of the agreement for your own records.

APPENDIX C

HIPAA EMPLOYEE CONFIDENTIALITY AGREEMENT

THIS AGREEMENT entered into this ___ day of _____, 20___, by and between the Galveston County Emergency Services District 2 known as the "District", and _____, known as the "Employee", and known collectively as the "Parties", set forth the terms and conditions under which information created or received by or on behalf of this District (known collectively referred to as protected health information, or "PHI") may be used or disclosed under State law and the Health Insurance Portability and Accountability Act of 1996 and updated through HIPAA Omnibus Rule of 2013 and will also uphold regulations enacted there under (hereafter "HIPAA").

THEREFORE, in consideration of the premises and the covenants and agreements contained herein, the Parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. **Confidential Information**. The Parties acknowledge that meaningful employment may or will necessitate disclosure of Confidential Information by this District to the Employee and use of Confidential Information by the Employee. The term "Confidential Information" includes, but is not limited to, PHI, any information about patients or other employees, any computer log-on codes or passwords, any patient records or billing information, any patient lists, any financial information about this District or its patients that is not public, any intellectual property rights of The district , any proprietary information of The district and any information that concerns this District's contractual relationships, relates to this District's competitive advantages, or is otherwise designated as confidential by this District.

2. Disclosure. Disclosure and use of Confidential Information includes oral communications as well as display or distribution of tangible physical documentation, in whole or in part, from any source or in any format (e.g., paper, digital, electronic, internet, social networks, magnetic or optical media, film, etc.). The Parties have entered into this Agreement to induce use and disclosure of Confidential Information and are relying on the covenants contained herein in making any such use or disclosure. This District, not the Employee, is the records owner under state law and the Employee has no right or ownership interest in any Confidential Information.

3. Applicable Law. Confidential Information will not be used or disclosed by the Employee in violation of applicable law, including but not limited to HIPAA Federal and State records owner statute; this Agreement; the district 's Notice of Privacy The district s, as amended; or other

limitations as put in place by The district from time to time. The intent of this Agreement is to ensure that the Employee will use and access only the minimum amount of Confidential Information necessary to perform the Employee's duties and will not disclose Confidential Information outside this District unless expressly authorized in writing to do so by this District. All Confidential Information received (or which may be received in the future) by Employee will be held and treated by him or her as confidential and will not be disclosed in any manner whatsoever, in whole or in part, except as authorized by this District and will not be used other than in connection with the employment relationship.

4. Log-on Code and Password. The Employee understands that he or she will be assigned a log-on code or password by the district, which may be changed by the District, in its sole discretion, sees fit. The Employee will not change the log-on code or password without this District's permission. Nor will the Employee leave Confidential Information unattended (e.g., so that it remains visible on computer screens after the Employee's use). The Employee agrees that his or her log-on code or password is equivalent to a legally binding signature and will not be disclosed to or used by anyone other than the Employee. Nor will the Employee use or even attempt to learn another person's log-on code or password. The Employee immediately will notify this District's HIPAA Privacy Officer upon suspecting that his or her log-on code or password no longer is confidential. The Employee agrees that all computer systems are the exclusive property of The district and will not be used by the Employee for any purpose unrelated to his or her employment. The Employee acknowledges that he or she has no right of privacy when using this District's computer systems and that his or her computer use periodically will be monitored by this District to ensure compliance with this Agreement and applicable law.

5. Returning Confidential Information. Immediately upon request by this District, the Employee will return all Confidential Information to this District and will not retain any copies of any Confidential Information, except as otherwise expressly permitted in writing signed by this District. All Confidential Information, including copies thereof, will remain and be the exclusive property of this District, unless otherwise required by applicable law. The Employee specifically agrees that he or she will not allow anyone working on their behalf or affiliated with the Employee in any way, use any or all of the Confidential Information for any purpose other than as expressly allowed by this Agreement. The Employee understands that violating the terms of this Agreement may, in this District's sole discretion, result in disciplinary action including termination of employment and/or legal action to prevent or recover damages for breach. Breach reporting is imperative.

6. Breach. The Parties agree that any breach of any of the covenants or agreements set forth herein by the Employee will result in irreparable injury to this District for which money damages are inadequate; therefore, in the event of a breach or an anticipatory breach, The district will be entitled (in addition to any other rights and remedies which it may have at law or in equity, including monetary damages) to have an injunction without bond issued enjoining and restraining the Employee and/or any other person involved from breaching this Agreement.

7. Binding Arrangement. This Agreement shall be binding upon and endure to the benefit of all Parties hereto and to each of their successors, assigns, officers, agents, employees, shareholders

and directors. This Agreement commences on the date set forth above and the terms of this Agreement shall survive any termination, cancellation, expiration or other conclusion of this Agreement unless the Parties otherwise expressly agree in writing.

8. Governing Law. The Parties agree that the interpretation, legal effect and enforcement of this Agreement shall be governed by the laws in the State of _____ and by execution hereof, each party agrees to the jurisdiction of the courts of the State. The Parties agree that any suit arising out of or in relation to this Agreement shall be brought in the county where this District's principal place of business is located.

9. Severability. If any provision under this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions and statements shall continue to be valid and enforceable.

IN WITNESS WHEREOF, and intending to be legally bound, the Parties hereto have executed this Agreement on the date first above written, when signing below and after training on HIPAA Law with full understanding this agreement shall stand.

Galveston County Emergency Services District 2

_____

(Signature-District Manager or Supervisor)

_____

(Typed or Printed Name)

Title: _____

Date: _____

Employee:

_____

(Signature)

_____

(Typed or Printed Name)

Title: _____

Date: _____

EMPLOYEE DOCUMENTATION OF HIPAA PRIVACY TRAINING

The Health Insurance Portability Act of 1996 (HIPAA) requires our privacy officer to train employees on our health information privacy policies and procedures to the HIPAA Omnibus Standards of 2013 which also includes HI-TECH and Protected Health Information (PHI), Electronic Protected Health Information (ePHI), and Electronic Health Records (EHR). All employees with treatment, payment or healthcare operations responsibilities, which allow access to protected health information, are trained with updates periodically as State and Federal mandates require. HIPAA also requires that we keep this documentation (that the training was completed) for six years after the training.

I, the undersigned, do hereby certify that I have received, read, understood and agree to abide by this Healthcare Facilities HIPAA Policies and Operating Procedures.

Employee's Signature _____ **Date** _____

Print Name _____

APPENDIX D

GALVESTON COUNTY EMERGENCY SERVICES NO. 2
SOCIAL MEDIAL POLICY

1. **Introduction**
   Given the multitude of concerns (legal, political, and ethical) raised by social networking the intent of this policy is to establish prudent and acceptable procedures to be followed by the Galveston County Emergency Services District No. 2's ("District") Board of Commissioners and employees' use of the internet and/or Social Media platforms.

2. **Purpose**
   The District encourages the use of Social Media to advance the goals of the District, where appropriate. The purpose of this guideline/policy is to assist the Directors and Employees of the District on how to effectively and responsibly navigate issues unique to Social Media. This includes the management and development of Social Media tools, content, restrictions and limitations.

   The definition of Social Media is web-based applications that facilitates information sharing and collaboration such as web-based communities, social networking sites, video-sharing sites, wikis, blogs and others.

   The District Manager, or an appointee, is responsible for developing, maintaining, and monitoring Social Media applications. The District Manager shall be the final authority on content published to Social Media applications regarding day to day business operations.

   Through this policy, the District anticipates mitigating certain activities on the part of its Directors and Employees that may become a problem if such activities could:

   - Impair the work of the District, a Commissioner, or the District's Employees by creating a harassing, demeaning, or hostile work environment; or

   - Disrupt the smooth and orderly flow of work; or harm the goodwill and reputation of the District among its citizens or in the community.

3. **Applicability**
   These guidelines and policies are applicable to all District Commissioners and Employees who utilize any Social Media directly or indirectly on behalf of the District. This policy also applies to all District Commissioners and Employees who personally utilize any Social Media or other internet activity that may impact the District's credibility, reputation, employee morale, services or goals of the District. These guidelines apply without regard to whether the use of Social Media occurs:

- During time when the Employee is on duty or Off-Duty; and
- Regardless of whether the Employee is on the District's premise or using any of the District' equipment.

4. **Employees' Reasonable Expectation of Privacy and Factors to Consider Prior to Objecting to Social Media Content**

   a. **Reasonable Expectation of Privacy versus District's Interest**

   The District recognizes that there is an inherent conflict regarding Social Media and appreciates that District Employees have a reasonable expectation of privacy or confidentiality when the content (written text, pictures, or videos) is being disseminated through Social Media. Any person posting a video on YouTube, for example, is essentially the owner of his or her own international Internet distribution center or "television" station. An Employee's Social Media content could be distributed for "the world to see" even when it is not the intention. An email, Facebook post, photograph, blog, or video, could be passed along to an endless number of recipients.

   Despite an Employee's attempt to limit who has access to their Social Media sites or communications, Employees shall recognize that these communications frequently land in the hands of unintended recipients. Inappropriate, offensive, or personal communications often are called to the attention of the District's Manager and/or Commissioners who are left to determine what actions, if any, could or should be taken against the Employees who authored the written content, or posted the pictures or videos.

   b. **Factors to Consider when Assessing the District's Interest in Objecting to Employees' Social Media Usage**

   (1) **On Employer Time or within Organization Premises**: The District has a stake in what behavior or activities its Employees are engaged in while "on the clock," on the District's premises or otherwise engaged in business-related activities. Employees should be cognizant of their inappropriate usage of business-owned telephones, computers, or other devices to communicate offensive, intimidating, discriminatory, harassing, or other unprofessional Social Media content. Employees may be disciplined even when using their own personal laptop computer or Smartphone while on duty, organization property or otherwise engaged in business-related activities.

   (2) **"Off-duty"**: - Employees may post pictures, videos, or written text on their personal Social Media site while off-duty. However, it is crucial Employees understand that postings made on their own time, from their own computer or Smartphone, and while off District property can still harm the organization, its personnel and the community served. Under a variety of circumstances, these off-duty communications can be tied

directly to business-related activities, personal or professional reputation within the community or co-worker relationships and can be deemed to violate this Policy.

(3) **Business-related information**: Employees may use their personal Social Media networks to discuss business-related information and could violate confidentiality laws and/or business policies. Subject to the guidelines set forth in this Social Media Policy, Employees shall not communicate sensitive or confidential information about the District's financial, operational and personnel functions.

(4) **Co-workers as subjects of postings**: Problems result when an Employee posts information, allegations, pictures, or videos about co-workers that could be considered harmful to that individual. For instance, an Employee can post disparaging allegations that are harassing, discriminatory, or retaliatory in nature against co-workers. Post that injure co-workers, irrelevant of whether the offending party posts such information while on or off-duty, violate this Policy.

5. **Acceptable Uses and Restrictions**

a. **Best Usage of Social Media**

The best and most appropriate uses of Social Media for the District generally fall into two categories:

- As a channel for disseminating time-sensitive information as quickly as possible.
- As a mechanism for communication between the District and members of the public, and more directly, the residents and businesses within the District.

b. **Duty to Honor District Policies and Standards**

District Employees representing the District on District Social Media sites and applications in the course of their assigned duties and responsibilities are bound by existing District policies and standards, including but not limited to:

- Applicable state, federal and local laws, regulations, ordinances, charter provisions and District policies (E.g. Title VII, nondiscrimination, harassment, etc.);
- All information and technology security guidelines, procedures and policies;
- Existing District standards of conduct, ethics, rules and policies;
- The Texas Public Information Act and e-discovery laws and policies (requiring content to be managed, stored and retrieved and open to public inspection and disclosure); and
- Applicable state records-retention laws and District schedules for retention.

c. **Social Media Usage Prohibitions and Guidelines**

All District Employees must be cognizant of how they present themselves on Social Media applications reflects whether through the use of District Social Media sites or personal ones. Public and private or personal and professional avenues of communication may easily become blurred and result in inappropriate use or content.

Whether on duty, Off-Duty, on premises, or off premises, Employees understand and agree to the following restrictions while using Social Media:

(1) **Confidentiality**: Employees will not post or use proprietary, confidential, sensitive or individually identifiable information or divulge District in any Social Media applications.

(2) **Disclaimers**: If Employees refer to or identify themselves as District Employees on Social Media applications, use of a disclaimer is mandatory. (e.g. "While I work for the District, anything I publish is my personal opinion and not the opinion or position of the District, or a reflection of the District's policies).

(3) **Personal vs. Professional Use:** Employees' personal Social Media sites should remain personal in nature and should not be comingled or used for work-related purposes or to conduct official District business. Employees should not use their District e-mail account or password when accessing personal Social Media accounts. Personal and District Social Media accounts should not be synchronized for dual access or reference purposes.

(4) **Use of District Resources**: Employees may use District-owned assets and equipment or resources (computers and cell phones) to access Social Media sites (personal or District sites) on a limited basis. District Manager will determine the level of access assigned to authorized users and the limits of non-business use for the user.

(5) **Harassment or Intimation**: Harassment, discrimination, retaliation, or other behavior that may be considered inappropriate, offensive, or intimidating to a member of the public or Employee is strictly prohibited.

6. **District Owned or Maintained Social Media Applications**

All District-related communication through Social Media applications owned, maintained, controlled, or operated by the District should remain professional in nature and should be conducted in accordance with the District's communications policy, the district s and expectations. Employees are expected to use good judgment and take personal and professional responsibility for any content they publish via Social Media.

a. **Authorized Employees**

Authorized Employees are the District Manager, Commissioners, or an Employee designated by the District Manager pursuant to terms set forth by the District Manager.

b. **District Owned or Maintained Social Media Guidelines**

(1) **Authorization**: Not access Social Media sites or other online forums on behalf of the District unless authorized by appropriate District management.

(2) **Identify Yourself Clearly**: When creating or using Social Media accounts that require individual identification, authorized users speaking on behalf of the District should identify themselves, if possible, by:

- full name;
- title;
- department; and
- contact information, when positing or exchanging information on Social Media forums.

Unauthorized use of an Authorized Employee's identification or access credentials/information is a violation of this policy and will be disciplined accordingly.

(3) **No Privacy Expectation**: Employees should have no expectation of privacy as to information stored on District computers, networks, databases or devices. Furthermore, there should be no expectation of privacy regarding any communications between any District Employee and the public when the Employee is in course and scope of performing his/her assigned duties

c. **Authorized Use**

Only authorized District Employees may moderate District developed Social Media applications and sites on behalf of the District. Authorized Employees must support the District's missions and goals in doing so.

d. **Communication Quality**

Authorized Employees should use good judgment and accuracy in all District Social Media communications. Errors and omissions reflect poorly on the District and may result in liability for the District. In addition to the Professional Responsibilities listed above, Employees should refrain from any Social Media activity that is inconsistent with, or that reasonably could be expected to negatively impact the District's reputation or standing in the community. Employees are cautioned to be respectful and professional to everyone, including fellow Employees, organizations, residents, and businesses.

When drafting a communication, make sure that it:

- Has a clear purpose;
- Speaks well to the reader.
- Is clear and concise without unnecessary verbiage.
- Provides value to the reader.
- Uses proper spelling, grammar, syntax and punctuation.
- Is positive and informative.
- Offers links, pictures, or references opportunities for more information, where reasonable; and
- Has benefit to both the District and public.

(1) **Be responsible**: All statements made about the District in any Social Media site, whether personal, private or official, reflect upon the District, its Employees, services, Directors and other elected officials. Each Employee will be held accountable for all posts made officially in District media sites, or personally on District media sites, or in personal social sites. Once published, a communication can never be totally eliminated from the web, even if withdrawn. Defamatory or disparaging statements about the District, its Directors, Employees, or services made on personal or private Social Media sites are no less a reflection on the District and serve as a basis for lack of accountability against any Employee who violates these guidelines.

(2) **Be honest and transparent**: Dishonesty, deceit, and untruthfulness are quickly noted in the Social Media environment and have a deleterious effect on the District. Therefore, all representations made on District media sites must be clear, accurate, complete, thorough and truthful.

(3) **Correct errors quickly**: Any mistakes should be admitted as directly as feasible. Omissions, misleading entries or misrepresentations must be corrected as soon as they are recognized or brought to the District's attention. Correct information will be

quickly provided with appropriate modifications and disclaimers, if necessary or helpful to clear up any misunderstanding or confusion.

(4) **Be Respectful of the Reader and the Audience**: Social Media publications should only be made when the District and/or the public would benefit by the publication. Value must be added. Communications from the District should assist the public and build a co-beneficial relationship and rapport with the District and its agents. This could include, among other things, thought provoking articles that build a sense of community, improve knowledge or skills, enhance business development, enable problem solving, increase awareness of District sources and resources and encourage mutually beneficial platforms for Employees to provide better, more efficient District services.

(5) **Stay within your Area of Expertise or Authority**: All information posted on District sites must be authorized and appropriate. Employees should only publish information within their own area of expertise and not speculate, guess or assert personal opinion or commentary unless approval is authorized by appropriate District management.

(6) **Respect Proprietary Information, Content, Privacy and Confidentiality**: For any non-original work, proper credit must be attributed. No copyrights, trademarks, trade secrets or other proprietary matter may be published without prior written approval, licenses obtained, permits and fees paid and/or proper attribution made within the publication itself. Links may be referenced to others' work rather than reproducing it on the District site.

(7) **Confidential Information**: Employees' or Director's names and/or likenesses may be used only with permission from such person to post on the site. All publications that include District intellectual property or confidential information of any kind must be safeguarded with appropriate disclaimers and notices to prohibit the unauthorized use or performance of such proprietary matters.

(8) **Respond Quickly**: All communications requiring a reply or response shall be made in a timely manner in accordance with these guidelines.

(9) **Be sociable, Courteous and Respectful**: In all communications, Directors and Employees should use plain language and avoid using government acronyms. Use content that is open-ended and invites a response or encourages comments. Responses should always be polite and respectful, even if the original response is not. When shortening words to maximize communication, utilize commonly used shorthand terms, letters and symbols.

(10) **Abide by Social Media Rules**: Directors and Employees utilizing Social Media sites shall abide by the site's terms of service or terms of use. Before utilizing the site, each Employee shall become acquainted with each site's terms and conditions of use or rules for services and follow them as directed. No Employee is authorized to abuse a Social Media site and shall be accountable for any abuse, misuse or violations of such terms or rules of engagement.

(11) **Prioritize your Participation:** While on duty, Employees shall use Social Media sites only as approved and should not linger longer than necessary. Duration of use shall be commensurate with job duties and responsibilities and only if necessary, to complete District business.

e. **Restrictions and Prohibitions for District's Social Media Sites**

(1) Users and visitors to the District Social Media sites will be notified that the intended purpose of the site is to serve as a mechanism for communication between the District and the public. Although free speech and cross--communication is encouraged, there are certain topics and issues that are NOT allowed on District Social Media sites comments, links and uploads. By way of example, these include, but are not limited to:

- Comments in support of or opposition to political campaigns or ballot measures.
- Profane language or content.
- Harassing, abusive or disparaging comments directed at individual(s).
- Content that promotes, fosters, or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status or lack thereof, socio-economic status of individual(s), national origin, physical or mental disability or sexual orientation
- Sexual expression, discrimination, harassment or content of any kind or links to sexual content or pornography whether of an adult, minor or child.
- Any expression of conduct or encouragement of illegal activity
- Information that may tend to compromise the safety or security of the public or the District's public safety systems
- Any expression of words that would disparage right, title or interest of a legal ownership of any other individual or business.
- Comments that do not pertain to the topic under discussion; including comments containing links to other websites or pages which are not relevant to the topic under discussion
- Advertising or promotional announcements of private or commercial enterprises, even if not for profit unless the District is cosponsoring such activity or event. Only District business related advertising (services) or promotional announcements (special events) are allowed.
- Individually identifiable information (e.g. address, phone number, birthdates, and

social security numbers) of specific individuals be they District Employees, officials or members of the public.

(2) The District reserves the right to restrict or refuse to re-publish any content that is deemed in violation of these guidelines or any applicable federal, state or local law(s), including the terms of service or terms of use outlined by third-party Social Media application providers. The District reserves the right to block users who violate these terms.

Authority of District Manager

No provision in this policy shall limit in any way authority granted to the District Manager in other policies and agreements that have been approved by the Commissioners of the District.

7. Disciplinary Action

Any violation of this policy is subject to discipline by the District Manager, and/or the District's Commissioners up to and including termination of employment.

9. Records Retention

The following shall apply regarding the retention of District business, information or public records of posts to Social Media applications and tools:

a. All content published and received by the District using Social Media in connection with the transaction of the District's public business are public records in accordance with the Texas Public Information Act.

b. The District remains responsible for capturing electronic copies of its public records made or received using Social Media, including those records made or received using third-party websites. All District Employees and users are prohibited from deleting, altering, or in any way destroying, obliterating or tampering with the Social Media posts once they have been officially entered into the social medium.

c. All District Employees are responsible for keeping their individual access information confidential and they will be held individually accountable for all entries made under their access data. It is no defense that the computer was accessible to others or that someone else might have tampered, deleted, or made an unauthorized post while the system was accessed by a third party, if the Employee left the access open and/or unattended.

d. The District retains public records and disposes Social Media public records in accordance with Texas State Records Retention Schedule.

10. Questions, Comment and Concerns

If, at any time, there is an uncertainty about how to apply these guidelines or questions arise regarding participation in Social Media, all Employees are directed to seek the guidance of the District Manager or Employee designated by the District Manager responsible for all Social Media assets. Social Media is in a state of constant change and the District recognizes that there will likely be events or issues that are not addressed in these guidelines. Therefore, the responsibility falls to each individual to use good judgment, and when in doubt, to ask for clarification or authorization before engaging in questionable online conduct. Any Employee who observes questionable or inappropriate Social Media conduct or posts whether on District official sites or on personal or private sites that could be a violation of this policy or potentially negatively impact the District, are directed to report this information to the District Manager, or Employee designated by the District Manager responsible for all Social Media assets.

I, the undersigned, do hereby certify that I have received, read, understood and agree to abide by this Social Media Policy.

Employee's Signature _____ **Date** _____

Print Name _____

District Manager

Print Name _____ **Date**

APPENDIX E
ACKNOWLEDGMENT OF RECEIPT OF EMPLOYEE HANDBOOK

The Employee Personnel handbook contains important information about the District, and I understand that I should consult the District Manager regarding any questions not answered in the handbook. I am entered into my employment relationship with the District voluntarily and understand that there is no specified length of employment. Accordingly, either the District or I can terminate the relationship at will, at any time, with or without cause, and with or without advance notice.

I understand and agree that no person may enter into an employment agreement for any specified period of time or make any agreement contrary to the District's stated employment-at-will policy.

Since the information, policies, and benefits described herein are subject to change at any time, I acknowledge that revisions to the handbook may occur, except to the District's policy of employment-at-will. All such changes will be directly communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the District's Board has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I understand that this handbook is neither a contract of employment nor a legally-binding agreement. I have had an opportunity to read the handbook, and I understand that I may ask the District Manager any questions I might have concerning the handbook. I accept the terms of the handbook. I also understand that it is my responsibility to comply with the policies contained in this handbook, and any revisions made to it. I further agree that if I remain with the District following any modifications to the handbook, I thereby accept and agree to such changes.

I have received a copy of the District's Personnel Policy Handbook on the date listed below. I understand that I am expected to read the entire Policy. Additionally, I will sign the two (2) copies of this Acknowledgment of Receipt, retain one (1) copy for myself, and return one (1) copy to the District's representative listed below on the date specified. I understand that this form will be retained in my personnel file.

_____

Employee

_____

Date

Exhibit H

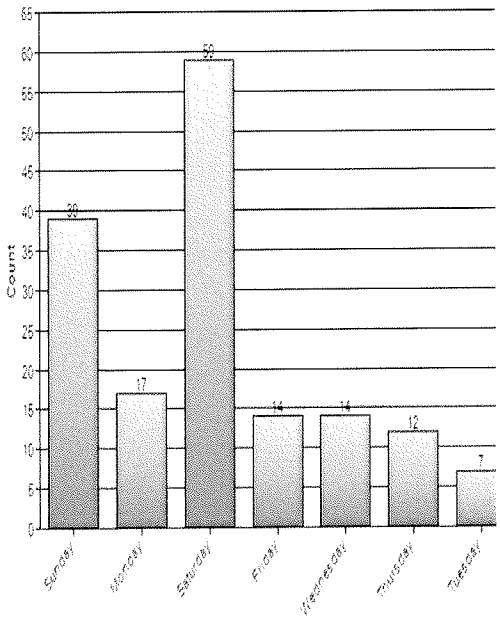
District Manager Report

June 17th, 2020

EMS – Calls for Service May 1st to May 31st – 170 patient contacts



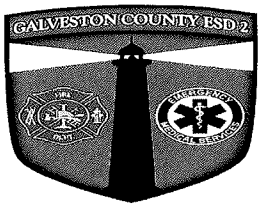
Calls by Day of Week



Call Volume By Unit

Unit	Total Responses	Total Patients
Med 20	15	17
Med 21	40	40
Med 22	67	67
Med 23	24	24
Squad 21	6	6
Squad 25	8	8
		162

District Manager Report





June 17th, 2020

EMERGICON

168 Galveston 2

Executive Summary - 10/01/19 to 05/31/20

	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Totals
Gross Charges	$83,876.00	$50,215.00	$12,200.00	$135,570.00	$77,559.00	$98,757.00	$73,509.00	$170,166.00	$710,852.00
Cash Collections	($9,976.02)	($18,365.45)	($15,057.73)	($12,375.99)	($10,330.26)	($25,668.59)	($27,246.59)	($21,461.16)	($138,431.79)
Gross Charge/Txp	$2,045.76	$2,193.15	$2,440.00	$2,186.61	$2,096.19	$2,146.09	$1,986.73	$2,154.00	$2,120.30
Cash/Txp (CPT)	$242.10	$680.20	$3,011.55	$199.61	$279.20	$514.53	$736.39	$271.66	$414.47
Collection Rate	11.83%	31.01%	123.47%	9.13%	13.32%	23.97%	37.07%	12.61%	19.47%
Payor Mix									
Medicare	39.0%	25.9%	20.0%	37.1%	37.8%	43.5%	29.7%	24.1%	33.2%
Medicaid	4.9%	14.8%	0.0%	12.9%	2.7%	2.2%	13.5%	12.7%	9.3%
Insurance	17.1%	18.5%	40.0%	24.2%	24.3%	26.1%	18.9%	20.3%	21.9%
Private Pay	41.5%	40.7%	40.0%	25.8%	35.1%	28.3%	37.8%	29.1%	32.6%
Level of Service									
ALS Advanced Life Support A0427	73.17%	85.19%	80.00%	74.19%	59.46%	76.09%	45.95%	75.95%	70.95%
ALS-2 Emergency A0433	2.44%	0.00	0.00	8.06%	16.22%	4.35%	8.11%	6.33%	6.59%
BLS Basic Life Support A0429	24.39%	14.81%	20.00%	17.74%	24.32%	19.57%	45.95%	17.72%	22.46%
Level of Service Volume									
Total	41	27	5	62	37	46	37	79	334
ALS Advanced Life Support A0427	30	23	4	46	22	35	17	60	237
ALS-2 Emergency A0433	1	0	0	5	6	2	3	5	22
BLS Basic Life Support A0429	10	4	1	11	9	9	17	14	75
Ground Mileage A0425	583	500	73	1,006	501	751	496	1,145	5,055

District Manager Report

June 17th, 2020

Payroll (3 paydays)

Total - $ 181,123.43

$13,608.69 -payroll taxes

The ESD has one full time opening

1 -Paramedic (WED/THURS) – Crystal Beach

Sunday shifts are filled with overtime or part-time

Fleet

M22 -	$346.95	6/10/20	Oil change @ filters
M21 -	$91.96	5/14/20	Windshield Wipers - extra blades
M20 -	$ 2,826.12	5/20/20	A/C Rebuild
	$ 1,301.60	5/5/20	lightbar – Lense kit and and assembly
M20/M21	$ 199.95	5/6/20	Streamlight batteries
Monthly -	$4766.58		YTD-$13,625.66

District Manager Report

June 17th, 2020

Volunteer Fire Department calls for service

STATION	INSIDE	OUTSIDE	TOTAL
1 - Port Bolivar VFD Station 1-21	7	0	7
2 - Crystal Beach VFD St.1-22	26	0	26
3 - High Island VFD St.1-23	9	0	9
TOTAL:	42	0	

New Employee

Jordan Womack EMT-B

3 years' experience and currently in enrolled in Paramedic class



Exhibit I

Galveston County Emergency Services No. 2
Balance Sheet
As of May 31, 2020

	May 31, 20
ASSETS	
Current Assets	
Checking/Savings	
6682 - TexStar Capital	104,263.64
6682 - TexStar Emergency	1,019,910.77
6682 - TexStar Savings Account	208,250.42
6680 · Checking Texas First	130,560.34
6681 · Savings - Texas First Bank	2,483.83
6683 · Texas First - Billing Rev. Acc.	111,366.39
Total Checking/Savings	1,576,835.39
Other Current Assets	
1110 · Property Taxes Receivable	34,113.00
1111 · Deferred Portion of Taxes Rec.	-34,113.00
1120 · Sales Tax Receivable	181,640.36
12100 · Inventory Asset	260.00
Total Other Current Assets	181,900.36
Total Current Assets	1,758,735.75
Fixed Assets	
1150 · Depreciable Assets	642,836.10
5031 · Zodiac	14,360.00
Total Fixed Assets	657,196.10
TOTAL ASSETS	**2,415,931.85**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
1700 · Accrued Expenses	225,473.94
24000 · Payroll Liabilities	2,249.98
Total Other Current Liabilities	227,723.92
Total Current Liabilities	227,723.92
Total Liabilities	227,723.92
Equity	
Net Investment -Capital Assets	155,335.00
30000 · Opening Balance Equity	1,142,763.35
32000 · Retained Earnings	928,625.48
Net Income	-38,515.90
Total Equity	2,188,207.93
TOTAL LIABILITIES & EQUITY	**2,415,931.85**

Galveston County Emergency Services No. 2
Profit & Loss Budget vs. Actual
October 2019 through May 31, 2020

	Oct '19 - May 20	Budget	$ Over Budget	% of Budget
Income				
1000 · Property Tax Collections	1,023,207.03	1,083,447.00	-60,239.97	94.4%
1002 · Sales Tax Revenue	689,733.53	1,200,000.00	-510,266.47	57.5%
1004 · Emergency Service Billing	182,787.48	200,000.00	-17,212.52	91.4%
1010 · Other Revenue	99,340.56	0.00	99,340.56	100.0%
1020 · Interest Income - Bank	9,737.92	0.00	9,737.92	100.0%
Total Income	2,004,806.52	2,483,447.00	-478,640.48	80.7%
Gross Profit	2,004,806.52	2,483,447.00	-478,640.48	80.7%
Expense				
2000 · Auditing	0.00	15,000.00	-15,000.00	0.0%
2010 · Accountant Fees	6,249.50	15,000.00	-8,750.50	41.7%
2100 · Bookkeeping	0.00	0.00	0.00	0.0%
2110 · Website Support/ Other Software	600.26	3,700.00	-3,099.74	16.2%
2200 · Legal Fees	19,813.03	27,000.00	-7,186.97	73.4%
2210 · Professional Fees Other	459.00	600.00	-141.00	76.5%
2250 · Medical Director Fees	0.00	6,000.00	-6,000.00	0.0%
2300 · Office Expenses	93.95	2,000.00	-1,906.05	4.7%
2320 · Office Equipment	377.39	2,000.00	-1,622.61	18.9%
2330 · Medical Supplies	0.00	0.00	0.00	0.0%
2420 · Insurance-Liability	0.00	2,700.00	-2,700.00	0.0%
2440 · Insurance - Workers Comp	0.00	1,574.00	-1,574.00	0.0%
2500 · Travel Expense	0.00	3,000.00	-3,000.00	0.0%
2510 · Mileage reimbursement/tolls	9,000.00	12,000.00	-3,000.00	75.0%
2610 · Payroll Taxes	0.00	30,301.20	-30,301.20	0.0%
2630 · Salary	117,837.14	177,200.00	-59,362.86	66.5%
2650 · Employee Medical/Benefits	0.00	7,200.00	-7,200.00	0.0%
2660 · Retirement	0.00	12,000.00	-12,000.00	0.0%
2700 · Dues and Subscriptions	1,365.90	1,900.00	-534.10	71.9%
2710 · Conferences	2,727.51	4,500.00	-1,772.49	60.6%
2820 · Telephone & Comm	900.00	1,200.00	-300.00	75.0%
2920 · Tax Collection Expenses	4,651.30	6,200.00	-1,548.70	75.0%
2930 · County Appraisal Fees (CAD)	6,094.02	7,500.00	-1,405.98	81.3%
3010 · Crystal Beach VFD	24,591.83	99,400.00	-74,808.17	24.7%
3020 · High Island VFD	44,627.70	71,300.00	-26,672.30	62.6%
3030 · Port Bolivar VFD	33,959.47	111,000.00	-77,040.53	30.6%
3040 · EMS	1,386,094.64	2,074,100.00	-688,005.36	66.8%
5010 · Rescue/Medical	135,000.00	135,000.00	0.00	100.0%
5020 · Fire Fighting (PPE)	0.00	15,000.00	-15,000.00	0.0%
5030 · Rescue Boat	14,447.50	16,000.00	-1,552.50	90.3%
5060 · Ambulance Principal	234,432.28			
66000 · Payroll Expenses	0.00	0.00	0.00	0.0%
Total Expense	2,043,322.42	2,860,375.20	-817,052.78	71.4%
Net Income	**-38,515.90**	**-376,928.20**	**338,412.30**	**10.2%**

Galveston County Emergency Services No. 2
Transactions by Account
As of May 31, 2020

Type	Date	Num	Name	Memo	Clr	Split	Amount	Balance
								175,319.21
6680 · Checking Texas First								
Deposit	05/01/2020				X	1000 · Propert...	703.80	176,023.01
Check	05/01/2020			ADP PAYRO...	X	42640 · Payroll...	-224.03	175,798.98
Deposit	05/04/2020				X	1000 · Propert...	2,839.67	178,638.65
Check	05/04/2020			Beam-Preniu...	X	42650 · Emplo...	-1,114.02	177,524.63
Deposit	05/06/2020				X	1000 · Propert...	197.91	177,722.54
Deposit	05/06/2020				X	1000 · Propert...	2,602.46	180,325.00
Deposit	05/07/2020				X	1000 · Propert...	1,996.84	182,321.84
Deposit	05/08/2020			CPA STATE ...	X	1002 · Sales T...	114,243.68	296,565.52
Check	05/08/2020			ADP PAYRO...	X	42640 · Payroll...	-175.96	296,389.56
Deposit	05/11/2020				X	1000 · Propert...	250.54	296,640.10
Deposit	05/12/2020				X	1000 · Propert...	1,823.55	298,463.65
Deposit	05/13/2020				X	1000 · Propert...	553.51	299,017.16
Check	05/14/2020			ADP Tax/AD...	X	42610 · Payroll...	-15,155.46	283,861.70
Check	05/14/2020			ADP WAGE ...	X	42630 · Salary ...	-43,823.38	240,038.32
Deposit	05/15/2020				X	1000 · Propert...	512.81	240,551.13
Deposit	05/15/2020				X	1000 · Propert...	2,240.59	242,791.72
Deposit	05/18/2020				X	1000 · Propert...	484.79	243,276.51
Deposit	05/19/2020				X	1000 · Propert...	985.14	244,261.65
Check	05/19/2020			AFLAC/INSU...	X	42650 · Emplo...	-952.02	243,309.63
Check	05/20/2020	2360	Joshua C. Heinz	Atty Fees - April	X	2200 · Legal F...	-500.00	242,809.63
Check	05/20/2020	2361	Hubert Oxford IV	Atty Fees - April		2200 · Legal F...	-500.00	242,309.63
Check	05/20/2020	2362	Benckenstein & Oxf...	Invoice 49743...		2200 · Legal F...	-1,715.06	240,594.57
Check	05/20/2020	2363	Galveston Central A...	3rd Q 2020		2930 · County ...	-2,031.34	238,563.23
Check	05/20/2020	2364	Visa	DS Visa	X	-SPLIT-	-1,015.44	237,547.79
Check	05/20/2020	2365	Visa	GO Visa	X	-SPLIT-	-1,260.15	236,287.64
Check	05/20/2020	2366	Visa	GS Visa	X	44900 · Vehicl...	-1,408.06	234,879.58
Check	05/20/2020	2367	Crystal Beach VFD	Reimburseme...	X	3010 · Crystal ...	-6,368.87	228,510.71
Check	05/20/2020	2368	High Island VFD	Reimburseme...	X	3020 · High Isl...	-2,001.89	226,508.82
Check	05/20/2020	2369	Verizon	Inv. 98537462...	X	42820 · Teleph...	-532.43	225,976.39
Check	05/20/2020	2370	Stericycle	Inv. 40093206...	X	42330 · Medic...	-412.26	225,564.13
Check	05/20/2020	2371	Port Bolivar VFD	Reimburseme...	X	3030 · Port Bol...	-729.86	224,834.27
Check	05/20/2020	2372	Verizon Connect	Customer ID ...	X	42820 · Teleph...	-98.70	224,735.57
Check	05/20/2020	2373	Galveston County A...	Acct. 1101 17...	X	44200 · Fuel	-1,001.10	223,734.47
Check	05/20/2020	2374	Kleen Supply Comp...	Inv. 6693	X	42340 · Cleani...	-929.64	222,804.83
Check	05/20/2020	2375	Christopher's Speed...	Inv. 51430,51...	X	44900 · Vehicl...	-371.00	222,433.83
Check	05/20/2020	2376	NAEMT	Inv. 15200556...	X	44500 · Training	-240.00	222,193.83
Check	05/20/2020	2377	Teleflex LLC	Acct. 200321...	X	42330 · Medic...	-1,395.50	220,798.33
Check	05/20/2020	2378	On Site Decals, LLC	Inv. 8608	X	44900 · Vehicl...	-124.00	220,674.33
Check	05/20/2020	2379	Winnie Dodge	Customer #12...	X	44900 · Vehicl...	-1,638.88	219,035.45
Check	05/20/2020	2380	RP Returns	Inv. 10340	X	42330 · Medic...	-150.00	218,885.45
Check	05/20/2020	2381	Kent Alan Harkey M...	Medical Direct...		42250 · Medic...	-1,500.00	217,385.45
Check	05/20/2020	2382	Herrera's Emergenc...	Inv. 77685	X	44900 · Vehicl...	-1,301.60	216,083.85
Check	05/20/2020	2383	Straton Inc.-Napa - ...	Acct. 6116	X	-SPLIT-	-138.22	215,945.63
Check	05/20/2020	2384	Coastal Welding	Cust. 01586, I...	X	-SPLIT-	-248.10	215,697.53
Check	05/20/2020	2385	Pat's Discount Tires	Inv. 18702,18...	X	44900 · Vehicl...	-25.50	215,672.03
Check	05/20/2020	2386	GCM, The Big Store	Acct. 2007, In...		44200 · Fuel	-39.98	215,632.05
Check	05/20/2020	2387	Bound Tree	Account 2227...	X	42330 · Medic...	-6,475.78	209,156.27
Check	05/20/2020	2388	David Sticker	Accountant In...	X	2010 · Account...	-812.50	208,343.77
Deposit	05/20/2020				X	1010 · Other R...	6,800.50	215,144.27
Deposit	05/20/2020				X	1000 · Propert...	618.01	215,762.28
Deposit	05/21/2020				X	1000 · Propert...	357.01	216,119.29
Deposit	05/22/2020				X	1000 · Propert...	917.01	217,036.30
General Journal	05/22/2020	240		ADP Fees Dr...	X	42640 · Payroll...	-178.44	216,857.86
Deposit	05/26/2020				X	1000 · Propert...	885.15	217,743.01
Deposit	05/27/2020				X	1000 · Propert...	883.79	218,626.80
Check	05/28/2020			COLONIAL LI...	X	42650 · Emplo...	-881.52	217,745.28
Check	05/28/2020			ADP Tax/AD...	X	42610 · Payroll...	-19,648.63	198,096.65
Check	05/28/2020			ADP WAGE ...	X	42630 · Salary ...	-54,098.51	143,998.14
Deposit	05/29/2020				X	1000 · Propert...	364.96	144,363.10
Deposit	05/29/2020				X	1000 · Propert...	544.83	144,907.93
General Journal	05/29/2020	241		ADP Fees Dr...	X	42650 · Emplo...	-14,347.59	130,560.34
Total 6680 · Checking Texas First							-44,758.87	130,560.34
TOTAL							**-44,758.87**	**130,560.34**

Galveston County Emergency Services No. 2
Reconciliation Detail
6680 · Checking Texas First, Period Ending 05/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Beginning Balance						177,642.75
Cleared Transactions						
Checks and Payments - 39 items						
Check	04/15/2020	2341	TNT Wrecker Service	X	-373.75	-373.75
Check	04/15/2020	2344	24Hr Safety	X	-243.30	-617.05
Check	04/15/2020	2336	GCM, The Big Store	X	-76.06	-693.11
Check	04/15/2020	2340	Baptist Health Traini...	X	-10.00	-703.11
Check	05/01/2020			X	-224.03	-927.14
Check	05/04/2020			X	-1,114.02	-2,041.16
Check	05/08/2020			X	-175.96	-2,217.12
Check	05/14/2020			X	-43,823.38	-46,040.50
Check	05/14/2020			X	-15,155.46	-61,195.96
Check	05/19/2020			X	-952.02	-62,147.98
Check	05/20/2020	2387	Bound Tree	X	-6,475.78	-68,623.76
Check	05/20/2020	2367	Crystal Beach VFD	X	-6,368.87	-74,992.63
Check	05/20/2020	2368	High Island VFD	X	-2,001.89	-76,994.52
Check	05/20/2020	2379	Winnie Dodge	X	-1,638.88	-78,633.40
Check	05/20/2020	2366	Visa	X	-1,408.06	-80,041.46
Check	05/20/2020	2377	Teleflex LLC	X	-1,395.50	-81,436.96
Check	05/20/2020	2382	Herrera's Emergenc...	X	-1,301.60	-82,738.56
Check	05/20/2020	2365	Visa	X	-1,260.15	-83,998.71
Check	05/20/2020	2364	Visa	X	-1,015.44	-85,014.15
Check	05/20/2020	2373	Galveston County A...	X	-1,001.10	-86,015.25
Check	05/20/2020	2374	Kleen Supply Comp...	X	-929.64	-86,944.89
Check	05/20/2020	2388	David Sticker	X	-812.50	-87,757.39
Check	05/20/2020	2371	Port Bolivar VFD	X	-729.86	-88,487.25
Check	05/20/2020	2369	Verizon	X	-532.43	-89,019.68
Check	05/20/2020	2360	Joshua C. Heinz	X	-500.00	-89,519.68
Check	05/20/2020	2370	Stericycle	X	-412.26	-89,931.94
Check	05/20/2020	2375	Christopher's Speed...	X	-371.00	-90,302.94
Check	05/20/2020	2384	Coastal Welding	X	-248.10	-90,551.04
Check	05/20/2020	2376	NAEMT	X	-240.00	-90,791.04
Check	05/20/2020	2380	RP Returns	X	-150.00	-90,941.04
Check	05/20/2020	2383	Straton Inc.-Napa - ...	X	-138.22	-91,079.26
Check	05/20/2020	2378	On Site Decals, LLC	X	-124.00	-91,203.26
Check	05/20/2020	2372	Verizon Connect	X	-98.70	-91,301.96
Check	05/20/2020	2385	Pat's Discount Tires	X	-25.50	-91,327.46
General Journal	05/22/2020	240		X	-178.44	-91,505.90
Check	05/28/2020			X	-54,098.51	-145,604.41
Check	05/28/2020			X	-19,648.63	-165,253.04
Check	05/28/2020			X	-881.52	-166,134.56
General Journal	05/29/2020	241		X	-14,347.59	-180,482.15
Total Checks and Payments					-180,482.15	-180,482.15
Deposits and Credits - 22 items						
Check	11/20/2019	2174	Seth Davis	X	0.00	0.00
Deposit	05/01/2020			X	703.80	703.80
Deposit	05/04/2020			X	2,839.67	3,543.47
Deposit	05/06/2020			X	197.91	3,741.38
Deposit	05/06/2020			X	2,602.46	6,343.84
Deposit	05/07/2020			X	1,996.84	8,340.68
Deposit	05/08/2020			X	114,243.68	122,584.36
Deposit	05/11/2020			X	250.54	122,834.90
Deposit	05/12/2020			X	1,823.55	124,658.45
Deposit	05/13/2020			X	553.51	125,211.96
Deposit	05/15/2020			X	512.81	125,724.77
Deposit	05/15/2020			X	2,240.59	127,965.36
Deposit	05/18/2020			X	484.79	128,450.15
Deposit	05/19/2020			X	985.14	129,435.29
Deposit	05/20/2020			X	618.01	130,053.30
Deposit	05/20/2020			X	6,800.50	136,853.80
Deposit	05/21/2020			X	357.01	137,210.81
Deposit	05/22/2020			X	917.01	138,127.82
Deposit	05/26/2020			X	885.15	139,012.97
Deposit	05/27/2020			X	883.79	139,896.76
Deposit	05/29/2020			X	364.96	140,261.72
Deposit	05/29/2020			X	544.83	140,806.55

Galveston County Emergency Services No. 2
Reconciliation Detail
6680 · Checking Texas First, Period Ending 05/31/2020

Type	Date	Num	Name	Clr	Amount	Balance
Total Deposits and Credits					140,806.55	140,806.55
Total Cleared Transactions					-39,675.60	-39,675.60
Cleared Balance					-39,675.60	137,967.15
Uncleared Transactions						
Checks and Payments - 7 items						
Liability Check	07/17/2018		QuickBooks Payroll ...		-525.20	-525.20
Check	10/07/2019	2146	Visa		-1,095.23	-1,620.43
Check	05/20/2020	2363	Galveston Central A...		-2,031.34	-3,651.77
Check	05/20/2020	2362	Benckenstein & Oxf...		-1,715.06	-5,366.83
Check	05/20/2020	2381	Kent Alan Harkey M...		-1,500.00	-6,866.83
Check	05/20/2020	2361	Hubert Oxford IV		-500.00	-7,366.83
Check	05/20/2020	2386	GCM, The Big Store		-39.98	-7,406.81
Total Checks and Payments					-7,406.81	-7,406.81
Total Uncleared Transactions					-7,406.81	-7,406.81
Register Balance as of 05/31/2020					-47,082.41	130,560.34
New Transactions						
Checks and Payments - 27 items						
Check	06/17/2020	2392	Crystal Beach VFD		-15,621.58	-15,621.58
Check	06/17/2020	2394	BrooksWatson & Co...		-8,500.00	-24,121.58
Check	06/17/2020	2393	High Island VFD		-4,507.05	-28,628.63
Check	06/17/2020	2398	Kinsel Ford		-2,826.12	-31,454.75
Check	06/17/2020	2404	Port Bolivar VFD		-1,661.05	-33,115.80
Check	06/17/2020	2403	Visa		-1,534.44	-34,650.24
Check	06/17/2020	2406	Kent Alan Harkey M...		-1,500.00	-36,150.24
Check	06/17/2020	2391	Visa		-1,218.28	-37,368.52
Check	06/17/2020	2412	David Sticker		-1,031.25	-38,399.77
Check	06/17/2020	2415	Bound Tree		-1,013.66	-39,413.43
Check	06/17/2020	2397	STAT Testing, LLC		-775.00	-40,188.43
Check	06/17/2020	2405	Verizon		-532.23	-40,720.66
Check	06/17/2020	2390	Hubert Oxford IV		-500.00	-41,220.66
Check	06/17/2020	2389	Joshua C. Heinz		-500.00	-41,720.66
Check	06/17/2020	2395	The Standard		-402.70	-42,123.36
Check	06/17/2020	2408	Benckenstein & Oxf...		-360.00	-42,483.36
Check	06/17/2020	2413	Siddons-Martin		-346.99	-42,830.35
Check	06/17/2020	2410	Coastal Welding		-271.20	-43,101.55
Check	06/17/2020	2399	Stericycle		-206.13	-43,307.68
Check	06/17/2020	2414	Municipal Emergenc...		-200.00	-43,507.68
Check	06/17/2020	2402	GCM, The Big Store		-194.19	-43,701.87
Check	06/17/2020	2411	Cop Stop		-194.00	-43,895.87
Check	06/17/2020	2407	ULINE		-188.25	-44,084.12
Check	06/17/2020	2409	RP Returns		-150.00	-44,234.12
Check	06/17/2020	2396	Verizon Connect		-98.70	-44,332.82
Check	06/17/2020	2401	Total Reporting Fran...		-56.50	-44,389.32
Check	06/17/2020	2400	West Isle Urgent Care		-30.00	-44,419.32
Total Checks and Payments					-44,419.32	-44,419.32
Total New Transactions					-44,419.32	-44,419.32
Ending Balance					**-91,501.73**	**86,141.02**

Galveston County Emergency Services No. 2
Reconciliation Summary
6680 · Checking Texas First, Period Ending 05/31/2020

	May 31, 20	
Beginning Balance		177,642.75
Cleared Transactions		
Checks and Payments - 39 items	-180,482.15	
Deposits and Credits - 22 items	140,806.55	
Total Cleared Transactions	-39,675.60	
Cleared Balance		137,967.15
Uncleared Transactions		
Checks and Payments - 7 items	-7,406.81	
Total Uncleared Transactions	-7,406.81	
Register Balance as of 05/31/2020		130,560.34
New Transactions		
Checks and Payments - 27 items	-44,419.32	
Total New Transactions	-44,419.32	
Ending Balance		86,141.02

Galveston County Emergency Services No. 2
Trial Balance
As of May 31, 2020

	May 31, 20	
	Debit	Credit
6682 - TexStar Capital	104,263.64	
6682 - TexStar Emergency	1,019,910.77	
6682 - TexStar Savings Account	208,250.42	
6680 · Checking Texas First	130,560.34	
6681 · Savings - Texas First Bank	2,483.83	
6683 · Texas First - Billing Rev. Acc.	111,366.39	
1100 · Grant Receivable	0.00	
1110 · Property Taxes Receivable	34,113.00	
1111 · Deferred Portion of Taxes Rec.		34,113.00
1120 · Sales Tax Receivable	181,640.36	
1125 · Other Asets	0.00	
12100 · Inventory Asset	260.00	
1150 · Depreciable Assets	642,836.10	
5031 · Zodiac	14,360.00	
20000 · Accounts Payable	0.00	
Loan Payable - Texas Advantage	0.00	
1700 · Accrued Expenses		225,473.94
2111 · Direct Deposit Liabilities	0.00	
24000 · Payroll Liabilities		2,249.98
Net Investment -Capital Assets		155,335.00
30000 · Opening Balance Equity		1,142,763.35
32000 · Retained Earnings		928,625.48
1000 · Property Tax Collections		1,023,207.03
1002 · Sales Tax Revenue		689,733.53
1004 · Emergency Service Billing		182,787.48
1010 · Other Revenue		99,340.56
1020 · Interest Income - Bank		9,737.92
2010 · Accountant Fees	6,249.50	
2110 · Website Support/ Other Software	600.26	
2200 · Legal Fees	19,813.03	
2210 · Professional Fees Other	459.00	
2300 · Office Expenses	93.95	
2320 · Office Equipment	377.39	
2510 · Mileage reimbursement/tolls	9,000.00	
2630 · Salary	117,837.14	
2700 · Dues and Subscriptions	1,365.90	
2710 · Conferences	2,727.51	
2820 · Telephone & Comm	900.00	
2920 · Tax Collection Expenses	4,651.30	
2930 · County Appraisal Fees (CAD)	6,094.02	
3010 · Crystal Beach VFD	24,591.83	
3020 · High Island VFD	44,627.70	
3030 · Port Bolivar VFD	33,959.47	
3040 · EMS	180.00	
3040 · EMS:42110 · Support & Software	4,590.84	
3040 · EMS:42250 · Medical Director Fees	11,500.00	
3040 · EMS:42310 · Office Supplies	4,715.57	
3040 · EMS:42320 · Office Equipment	4,270.07	
3040 · EMS:42330 · Medical Supplies	46,579.55	
3040 · EMS:42340 · Cleaning Supplies	2,585.35	
3040 · EMS:42430 · Insurance - Auto/Boat	32,263.39	
3040 · EMS:42440 · Insurance Workers Comp	41,067.00	
3040 · EMS:42500 · Travel	1,073.62	
3040 · EMS:42510 · Mileage reimbursement/Tolls	48.00	
3040 · EMS:42610 · Payroll Tax Expenses	50,120.52	
3040 · EMS:42630 · Salary & Hourly Employees	953,638.89	
3040 · EMS:42640 · Payroll Services	7,315.49	
3040 · EMS:42650 · Employee Medical/Benefits	150,427.94	
3040 · EMS:42720 · License & Permits	15.50	
3040 · EMS:42730 · Public Relations	69.82	
3040 · EMS:42740 · Good of the Department	300.61	
3040 · EMS:42820 · Telephone & Communication	5,915.74	
3040 · EMS:44000 · Firefighting/EMS Equipment	9,006.48	
3040 · EMS:44050 · Equipment Maintenance	12,215.80	

Galveston County Emergency Services No. 2
Trial Balance
As of May 31, 2020

	May 31, 20	
	Debit	Credit
3040 · EMS:44100 · Equipment Repair	1,276.98	
3040 · EMS:44200 · Fuel	9,200.17	
3040 · EMS:44210 · Oxygen	1,442.45	
3040 · EMS:44300 · Radio Usage	2,250.00	
3040 · EMS:44500 · Training	2,148.31	
3040 · EMS:44600 · Medical Exams	248.00	
3040 · EMS:44610 · Background Checks	282.50	
3040 · EMS:44800 · Uniforms	13,557.14	
3040 · EMS:44900 · Vehicle Maint. & Repair	17,788.71	
5010 · Rescue/Medical	135,000.00	
5030 · Rescue Boat	14,447.50	
5060 · Ambulance Principal	234,432.28	
TOTAL	4,493,367.27	4,493,367.27