

CERTIFICATE OF AUTHORITY

I, Roy L. Cordes, Jr., do hereby certify that I am the principal legal officer for the **[Fort Bend County]**, that the **[Fort Bend County]** is a legally constituted public body with full authority and legal capability to perform the terms of the **[Agreement]** between the Department of the Army and the **[Fort Bend County]** in connection with the **[Brazos River Erosion Management Feasibility Study]**, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this **[Agreement]**, as required by Section 221 of Public Law 91-611, as amended (42 U.S.C. 1962d-5b), and that the person who executed this **[Agreement]** on behalf of the **[Fort Bend County]** acted within **[his]** statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

\_\_\_\_\_  
**[Roy L. Cordes, Jr.]**  
**[County Attorney]**

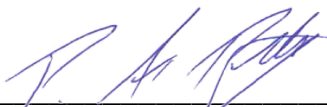
## CERTIFICATION OF LEGAL REVIEW

The Agreement Between the Department of the Army and Fort Bend County for the Brazos River Erosion Management Feasibility Study has been fully reviewed by District Office of Counsel. The Agreement is based on the Model Agreement for new feasibility studies that will be funded by the Bipartisan Budget Act of 2018 (BBA 2018), Public Law 115-123, at full federal expense, as provided at Enclosure 2 to CECW-I Memorandum, Subject: Bipartisan Budget Act of 2018 (BBA 2018) – Model Agreement for New Feasibility Studies, dated August 10, 2018.

The Brazos River Erosion Management Feasibility Study is a new feasibility study to be funded with Investigations funds provided in the BBA 2018, and is identified as such at Enclosure 1 to the foregoing Memorandum. No feasibility cost sharing agreement using Investigations appropriations has been executed previously. The study is authorized pursuant to Section 1201 of the Water Resources Development Act of 2016 (Title I, subtitle B of the Water Infrastructure Improvements for the Nation Act, PL 114-332), and will investigate stream bank measures to reduce or mitigate erosion losses, reduce the impacts of increased flood risk, and provide flood risk reduction benefits for the public and existing infrastructure.

Counsel review finds that the Agreement follows the Model Agreement without substantive deviation. Counsel opines that the Agreement is appropriate for use for the study and legally sufficient, subject to the following:

The local sponsor has not yet returned the signed Self-Certification of Financial Capability for Agreements. Due to time constraints, this Agreement is being sent to the Southwestern Division (SWD) for review without that Agreement, but with the understanding that the signed self-certification will be provided by the local sponsor soon.

  
\_\_\_\_\_  
P. ALEX PETTY  
DISTRICT COUNSEL

18 September 2018  
\_\_\_\_\_  
DATE

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**[SIGNATURE OF PPA SIGNATORY]**

**[Robert E. Hebert]**

**[County Judge]**

DATE: \_\_\_\_\_

**NON-FEDERAL SPONSOR'S  
SELF-CERTIFICATION OF FINANCIAL CAPABILITY  
FOR AGREEMENTS**

I, Robert Ed Sturdivant, do hereby certify that I am the Chief Financial Officer [County Auditor] of the [Fort Bend County] (the "Non-Federal Sponsor"); that I am aware of the financial obligations of the Non-Federal Sponsor for the [Brazos River Erosion Management Feasibility Study]; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the [Agreement Between The Department of the Army and Fort Bend County for the Brazos River Erosion Management Feasibility Study].

IN WITNESS WHEREOF, I have made and executed this certification this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_

TITLE: County Auditor

DATE: \_\_\_\_\_