

## **ATTACHMENTS**

Public Participation Summary

Maps

Materials submitted as documentation of Hurricane Harvey-related condition

Audit and Procurement Links

Resolution

## PUBLIC PARTICIPATION SUMMARY

Fort Bend County's Hurricane Harvey: Local Buyout and Acquisition Program process involved one public notice and one public meeting. The dates of the public notice, meeting and other participation opportunities are listed below.

Public Meeting Notice in Newspaper/	January 31, 2019
Emails to Mailing List	February 5, 2019
Beginning of thirty day comment period	February 4, 2019
Fort Bend Connect Meeting/Announcement	February 8, 2019
Public Meeting	February 21, 2019
End of thirty day comment period	March 5, 2019
Commissioners Court approval	March 12, 2019

The thirty day public comment for the draft of the Hurricane Harvey: Local Buyout and Acquisition Program Application Draft started on February 4, 2019 and ended on March 5, 2019.

A public notice was published on January 31, 2019 in the local newspaper. In addition, over eighty emails were sent to persons, organizations, and local governments on the FBC Community Development mailing list.

A FBC Community Development Department (FBCCDD) Staff member attended the February 8, 2019 Fort Bend Connect Meeting. Fort Bend Connect is networking group of individuals, groups, agencies, or organizations that strive to address the multiple needs in Fort Bend County. The monthly meetings are planned to provide valuable information regarding resources available to benefit the Fort Bend community. A copy of the public notice was posted on the announcement board; FBCCDD staff made an announcement during the meeting and handed out over twenty copies of the public notice to interested persons. Staff answered questions from persons wanting more information.

No written comments have been received during the comment period. The County did receive telephone inquiries regarding the application during the comment period. On February 19, 2019, James Cox, a resident of Simonton, called regarding the Hurricane Harvey CDBG DR Buyout application. He is on the waiting list for the HMGP Buyout Program and wanted to know if he needed to apply for the Hurricane Harvey program during the comment period. On February 20, 2019, Dora Olivo, a local attorney, working with the low-income residents of the Cumings Road area called and stated that she could not make the meeting, but wanted to know when residents could make applications for buyouts.

No one attended the February 21, 2019 meeting.

The Hurricane Harvey: Local Buyout and Acquisition Program Application is scheduled to be approved by Fort Bend County Commissioners Court on Tuesday, March 12, 2019. Any comments received during the public comment regarding agenda and announcement portion of the Commissioners meeting will be included in this section.

1-31

FBC Community Development

PUBLISHER'S AFFIDAVIT

Public Notice

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

Before me, the undersigned authority, on this day personally appeared Lee Hartman who being by me duly sworn, deposes and says that he is the Publisher of Fort Bend Herald and that said newspaper meets the requirements of Section 2051.044 of the Texas Government Code, to wit:

- 1. it devotes not less than twenty-five percent (25%) of its total column lineage to general interest items;
2. it is published at least once each week;
3. it is entered as second-class postal matter in the county where it is published; and
4. it has been published regularly and continuously since 1959.
5. it is generally circulated within Fort Bend County.

(CLIPPING) (S) ON Back

Publisher further deposes and says that the attached notice was published in said newspaper on the following date(s) to wit:

1-31

\_\_\_\_\_, A.D. 2019

[Signature]

Lee Hartman
Publisher

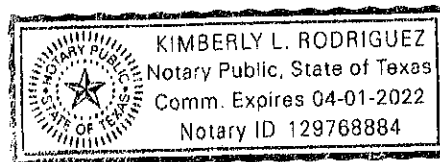
SUBSCRIBED AND SWORN BEFORE ME by Lee Hartman, who

X a) is personally known to me, or

b) provided the following evidence to establish his/her identity, \_\_\_\_\_

on this the 1 day of February, A.D. 2019 to certify which witness my hand and seal of office.

[Signature]
Notary Public, State of Texas



## 930 Legal Notices

### REQUEST FOR COMPETITIVE SEALED PROPOSAL

Katy ISD Maintenance and Operations is accepting Competitive Sealed Proposals for the 2019 Campus Life Safety and Specialty System Upgrades by the "Proposal Due Date" of Thursday, February 28, 2019 at 2:00 p.m. Proposals will be received at Katy ISD's facility at 20400 Franz Road, Katy, TX 77449. A Pre-Proposal Conference will be held February 1, 2019, 9:00 AM, at the above location. Pre-qualification requirements and proposal documents may be obtained from Salas-O'Brien Engineers, Inc., 10930 W. Sam Houston Pkwy. N., Suite 900, Houston, TX 77064 (281) 664-1900. Proposal Evaluation Criteria are published in the "INSTRUCTION TO PROPOSERS" section of the proposal documents. Katy ISD reserves the right to postpone, accept or reject any or all requests for proposals as it deems to be in its best interest and to waive formalities and reasonable irregularities in this proposal.

**There is more \$\$\$ in that old furniture, clothes or knick-knack than you thought. Sell them in a garage sale, by listing it in the Fort Bend Herald Classifieds at 281-232-3737.**

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## 930 Legal Notices

### PUBLIC NOTICE FORT BEND COUNTY, TEXAS RECOVERY (CDBG-DR 4332) Hurricane Harvey Infrastructure Application and Hurricane Harvey Local Buyout and Acquisition Program Application

In February of 2018, the federal government allocated Community Development Block Grant disaster recovery (CDBG-DR) funds for the purpose of assisting in long-term recovery from 2017 disasters. The U.S. Department of Housing and Urban Development (HUD) was authorized under this Act to distribute the funds to state grantees. The State of Texas was required to submit a plan detailing the proposed use of all funds, including the criteria for eligibility and how the use of these funds will address long-term recovery and restoration of infrastructure, housing, and economic revitalization in the most impacted and distressed area. Within the State of Texas, these funds were distributed based on Methods of Distribution (MOD) developed by the Regional Councils of Government. The Houston-Galveston Area Council (H-GAC) is responsible for administering the hurricane recovery programs and guiding long-term and short-term resilience efforts in the 13-county Gulf Coast Planning Region that includes Fort Bend County. H-GAC developed a state-approved MOD for approximately \$241 million in CDBG-DR funds. Under this MOD, Fort Bend County was allocated \$21,155,575 for a Local Buyout and Acquisition Program and \$17,417,192 for a Local Infrastructure Program.

The Fort Bend County's draft Local Buyout Program and Infrastructure Applications include the proposed projects to be funded using CDBG-DR Program funds and will be available for public review and comment from Monday, February 4, 2019 to Tuesday, March 5, 2019. A public meeting will be held on Thursday, February 21, 2019, at 10:00 a.m., at the William B. Travis Building, 301 Jackson St., 7th Floor Meeting Room, Richmond, Texas to receive comments from the public regarding the Hurricane Harvey Infrastructure Application and Hurricane Harvey Local Buyout and Acquisition Program Applications. The public is encouraged to attend and to submit comments to Marilyn Kindell, Community Development Director, at the Fort Bend County Community Development Department, 301 Jackson St., Suite 602, Richmond, Texas, 77469. Comments will be incorporated into the draft application documents, as appropriate.

Persons with vision or hearing impairments or other individuals with disabilities requiring auxiliary aids and services may contact the department at (281) 341-4410 regarding reasonable accommodations for the meeting. This venue is accessible for persons with physical disabilities. Spanish language translators are available at the meeting for persons with Limited English Proficiency. Persons requiring other language translators must contact the department at least 48 hours prior to the meeting at (281) 341-4410 to request translation services for the meeting.

## 930 Legal Notices

FORT BEND ISD, in accordance Texas Education Code 44.031, Texas Government Code 2254, and Texas Government Code 2289, is soliciting prospective bids RFP - Supplemental Instructional Resources for K-12: ELA, Math, Science, Social Studies, World Languages, Health, Physical Education, Stem, Coding, Robotics RFP 19-066MC. Submissions will be due 02/26/2019 @ 3:00 P.M. CST. NO LATE BIDS WILL BE ACCEPTED. Contact: Maria Castellanos via email at maria.castellanos@fortbendisd.com or maria.castellanos@fortbendisd.com. Bid may be downloaded from: <http://purchasing.fortbendisd.com/CurrentBids.aspx>. Mail response in a SEALED envelope with RFP # on outside to: FBISD, 555 Julie Rivers Drive, Sugar Land, TX 77478, ATTN: Maria Castellanos - RFP 19-066MC

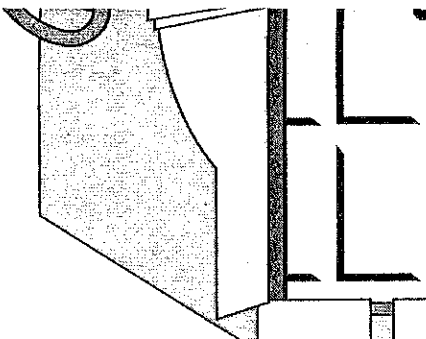
## 930 Legal Notices

FORT BEND ISD, in accordance Texas Education Code 44.031, Texas Government Code 2254, and Texas Government Code 2289, is soliciting prospective bids RFP - Supplemental Instructional Learning Consulting Services RFP 19-064MC. Submissions will be due 02/26/2019 @ 2:00 P.M. CST. NO LATE BIDS WILL BE ACCEPTED. Contact: Maria Castellanos via email at maria.castellanos@fortbendisd.com or maria.castellanos@fortbendisd.com. Bid may be downloaded from: <http://purchasing.fortbendisd.com/CurrentBids.aspx>. Mail response in a SEALED envelope with RFP # on outside to: FBISD, 555 Julie Rivers Drive, Sugar Land, TX 77478, ATTN: Maria Castellanos - RFP 19-064MC

**SUBSCRIBE TODAY!**

## 930 Legal Notices

FORT BEND ISD, in accordance Texas Education Code 44.031, Texas Government Code 2254, and Texas Government Code 2289, is soliciting prospective bids RFP - Supplemental Instructional Resources for K-12: ELA, Math, Science, Social Studies, World Languages, Health, Physical Education, Stem, Coding, Robotics RFP 19-066MC. Submissions will be due 02/26/2019 @ 3:00 P.M. CST. NO LATE BIDS WILL BE ACCEPTED. Contact: Maria Castellanos via email at maria.castellanos@fortbendisd.com or maria.castellanos@fortbendisd.com. Bid may be downloaded from: <http://purchasing.fortbendisd.com/CurrentBids.aspx>. Mail response in a SEALED envelope with RFP # on outside to: FBISD, 555 Julie Rivers Drive, Sugar Land, TX 77478, ATTN: Maria Castellanos - RFP 19-066MC



**"Clear with a call"**

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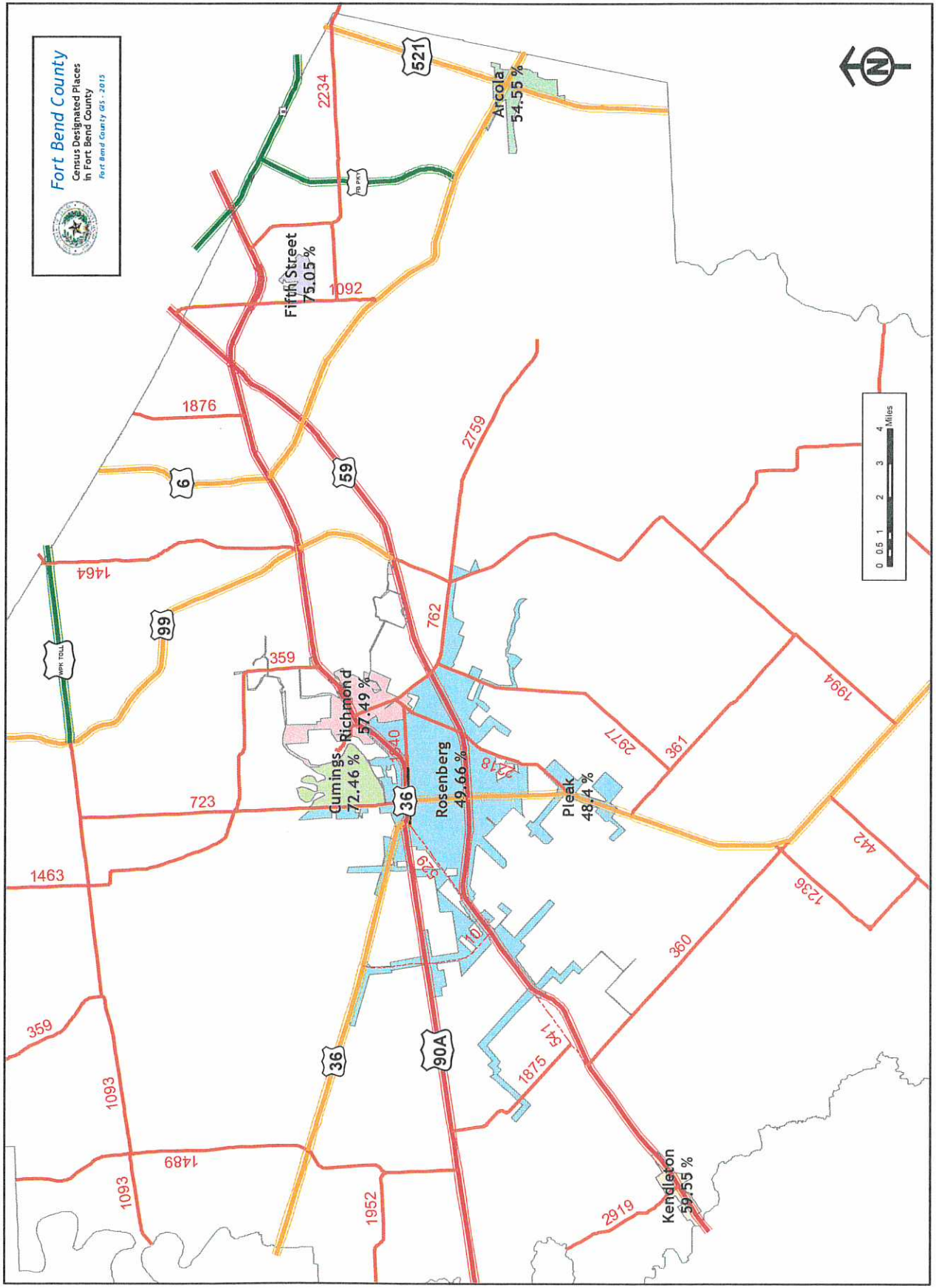
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## MAPS

**Fort Bend County Census Designated Places (CDPs).** This map shows some of the CDPs eligible for CDBG Area Benefit activities within Fort Bend County. Please note that the Cumings Road CDP is 72.46% low- and moderate-income.

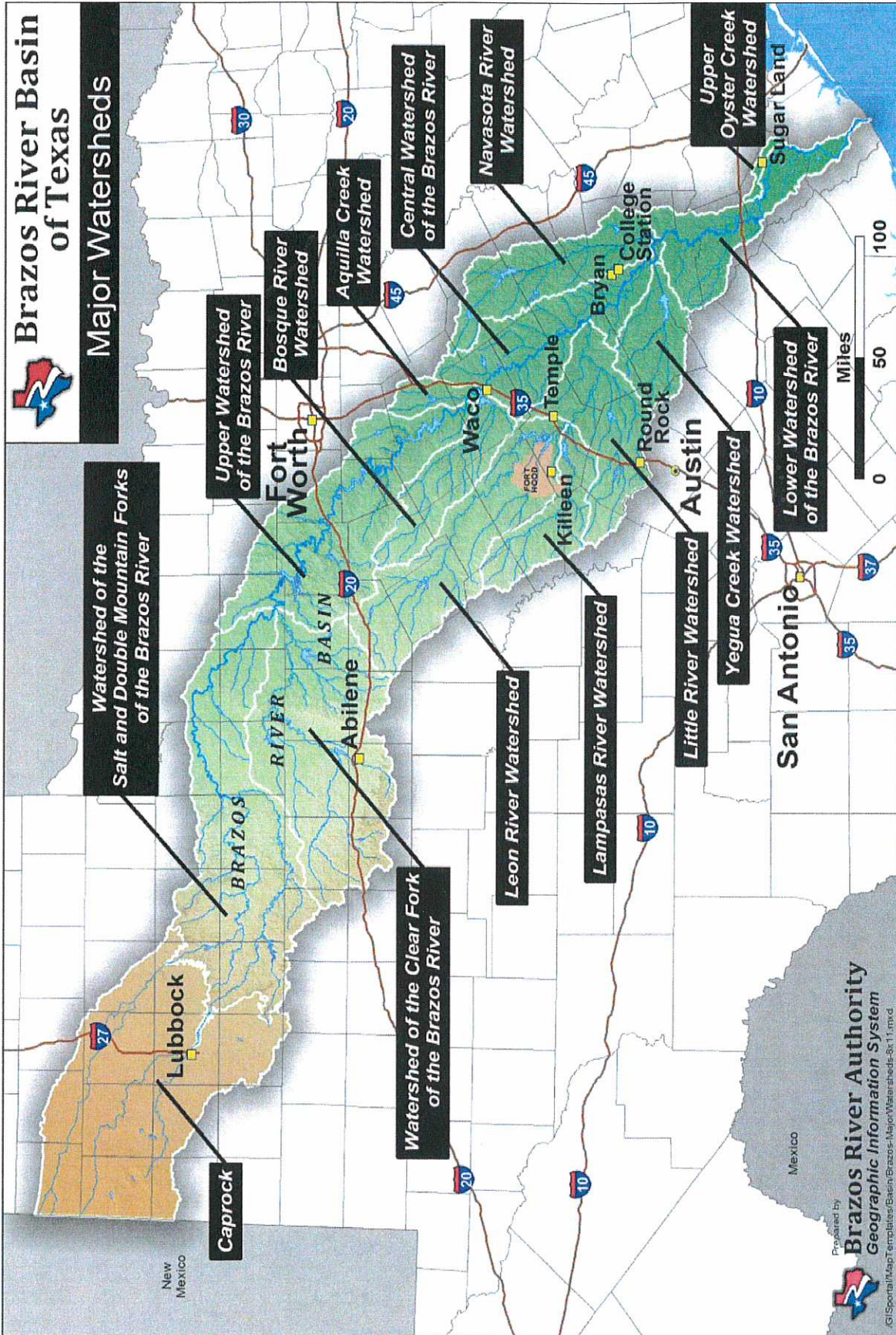
**Brazos River Basin of Texas: Major Watersheds:** This map shows the Brazos River Basin and the major watersheds. Fort Bend County is located within the Upper Oyster Creek Watershed. Please note that the Brazos River narrows as it approaches the Texas coast. As a result, any major rain and/or flooding event in the State of Texas causes water from the Brazos River to converge on Fort Bend and Brazoria Counties and worsens any local flooding.

**Fort Bend County**  
Census Designated Places  
in Fort Bend County  
Fort Bend County, TX - 2015



# Brazos River Basin of Texas

## Major Watersheds



Prepared by  
**Brazos River Authority**  
 Geographic Information System  
/GISpatial/MapTemplates/Basin/Brazos-MajorWatersheds-8x11.mxd

Source: Brazos River Authority

## **Materials submitted as documentation of Hurricane Harvey-related condition**

The following section includes qualitative documentation of Hurricane Harvey impacts. The damage from Hurricane Harvey was county-wide. The damage from flooding and erosion impacted the County's diverse population. The following articles show the deeply personal impact of Hurricane Harvey on Fort Bend County residents.

NHC: Harvey caused \$125 billion in damage

Families Blindsided by "Flood Pools" Threat

Brazos River erosion threatens Richmond properties, government assets

In Rosenberg, flood victims help one another—and hope

Heart (and stomach) of town serves resilience

As hurricane season approaches, Fort Bend preps, reflects

## **NHC: Harvey caused \$125 billion in damage; 68 deaths in Texas**

New numbers and facts on Hurricane Harvey in the National Hurricane Center's 76-page report.

Author: KHOU.com Staff

Published: 5:35 PM CST January 25, 2018

Updated: 5:35 PM CST January 25, 2018

The National Hurricane Center released Thursday [its official 76-page report](#) on Hurricane Harvey and its impacts on Texas and the rest of the United States.

According to the NHC, Harvey's rains caused catastrophic flooding, making it the second-most costly hurricane in U.S. history, after accounting for inflation, behind only Katrina in 2005.

"The latest NOAA damage estimate from Harvey is \$125 billion, with the 90% confidence interval ranging from \$90 to \$160 billion. The mid-point of the estimate would tie Katrina (2005) as the costliest United States tropical cyclone, which was also \$125 billion."

"At least 68 people died from the direct effects of the storm in Texas, the largest number of direct deaths from a tropical cyclone in that state since 1919," the report stated.

In August 2017, Harvey rapidly intensified into a category 4 hurricane before making landfall along the middle Texas coast. The storm stalled, with its center over or near the Texas coast for four days, "dropping historic amounts of rainfall of more than 60 inches over southeastern Texas."

Harvey was the most significant tropical cyclone rainfall event in United States history, both in scope and peak rainfall amounts, since reliable rainfall records began around the 1880s. The highest storm total rainfall report from Harvey was 60.58 inches near Nederland, Texas, with another report of 60.54 inches from near Groves, Texas."

At least 160,000 structures were flooded in **Harris and Galveston counties**, according to the NHC report.

Outside of the Houston area, serious flood damage was reported farther east in Jefferson, Orange, Hardin and Tyler counties, with about 110,000 structures flooded.

Other notes from the NHC report:

**"In Fort Bend County**, major flooding occurred with both the Brazos and San Bernard Rivers experiencing record floods. Major-to-record flooding occurred along the Brazos River from Richmond to Rosharon. Significant home flooding occurred in areas of Simonton, Richmond, Rosenberg, and Thompsons. Nearly 200,000 people were evacuated due to levee concerns and restrictions. Major-to-record flooding also occurred on the San Bernard River at both East Bernard and Boling, with the hardest hit area being Tierra Grande. At least 8,500 homes in this county were damaged by Harvey.

**In Brazoria County**, the Brazos and San Bernard Rivers experienced record water levels, which caused widespread floods across the county. The hardest hit communities were in Baileys Prairie, Richard and West Columbia. Widespread major flooding on the Brazos River and Oyster Creek led to numerous roads and homes flooding in Columbia Lakes, Mallard Lakes, Great Lakes, Riverside Estates and the Bar X Ranch subdivisions, as well as homes on CR 39. Flooding damaged the bridge over Cow Creek at CR 25, making it impassable. Major flooding also occurred along the San Bernard River at Sweeny with widespread inundation of the west floodplain. The Phillips 66 refinery took on water near Little Linville Bayou. Hanson Riverside Park was inundated, and water overtopped the Phillips Terminal, halting all vessel traffic. High flows from the Brazos and San Bernard Rivers caused navigation problems for several weeks. Over 9,000 homes experienced flood damage from the storm.

**In Wharton County**, widespread catastrophic flooding occurred from both the Colorado and San Bernard Rivers, causing Highway 59 to close between Hungerford and El Campo. The flooding inundated areas of Wharton, with hundreds of homes and businesses under water in many communities including Hobben Oaks, Bear Bottom, Elm Grove, River Valley and Pecan Valley. Other areas such as Glenflora, Peach Acres and the Orchard were hard hit. Major-to-record flooding also occurred on the San Bernard River at both East Bernard and Boling, with the hardest hits areas being El Lobo and New Gulf. Major lowland flooding occurred with many homes (including some on the second-story) and businesses being inundated, and the cotton crop was decimated. An estimated 2,000 homes were damaged or destroyed in the county.

Major lowland flooding occurred in **Matagorda County** along the Tres Palacios River. Many roadways were under water, and homes in the El Dorado Country, Oak Grove, and Tres Palacios Oaks subdivisions flooded. Major flooding also occurred on the Colorado River at Bay City as levees were overtopped by 2 ft of water. High flows from the Colorado and Tres Palacios Rivers impacted river navigation for several weeks. Roughly 2,900 homes were damaged in the county.

In San Jacinto County, major lowland flooding occurred on the Trinity River near Goodrich with damage and debris noted near the boat ramp and channel in proximity to the river gauge. Major flooding occurred upstream near Lake Livingston, with roads and many homes south of the lake being inundated. About 3,300 homes were damaged in the county.

Major-to-record flooding occurred in **Liberty County** along the Trinity River with numerous roads inundated including FM 787. Many homes and subdivisions were either cut off or inundated, specifically north of the city of Liberty and in the Grenada Lakes Estates subdivision. Significant damage occurred along the banks of the river due to high flows and several utility lines were severed due to the loss of poles in the vicinity of the Romayor gauge. Record river levels were also observed on the east fork of the San Jacinto River causing significant flooding in Cleveland, Williams and Plum Grove. High flows caused significant scouring of the state 105 (business) road; other roads were washed out as well, with bridge washouts or closures observed in many parts of the county. At least 1,000 homes were damaged in the county.

**In Chambers County**, record floods over the lowlands occurred along the Trinity River. Cedar Bayou was out of its banks in many locations, with significant flooding observed in Baytown. Numerous roads and homes were inundated across the county, including extensive flooding in the Milam Bend subdivision. High flows from the Trinity River impacted the navigation community for several weeks. An estimated 3,000 homes were damaged, and numerous businesses had significant damage.”

**You can read the full report and NHC data here**

**(PDF): [https://www.nhc.noaa.gov/data/tcr/AL092017\\_Harvey.pdf](https://www.nhc.noaa.gov/data/tcr/AL092017_Harvey.pdf)**

Shared from the 9/27/2017 Houston Chronicle eEdition

# FAMILIES BLINDSIDED BY 'FLOOD POOLS' THREAT

## Officials knew major storm could inundate homes

By Lise Olsen



Mark Mulligan / Houston Chronicle

At top, homes in the Cinco Ranch area are surrounded by water from the Barker Reservoir.



Melissa Phillip / Houston Chronicle

Above, Mary Kent and others questioned the reservoir's overflow.

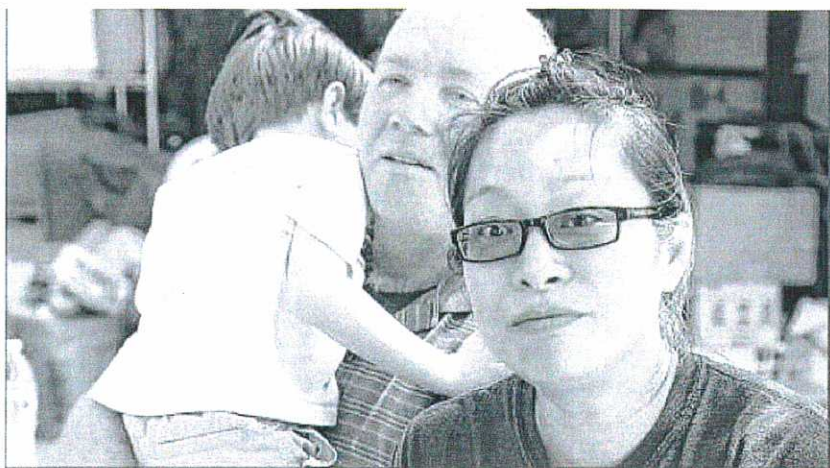


Melissa Phillip / Houston Chronicle

Lynn Toth helps clean up the Bear Creek Pioneers Park home of her friend Sherry Mack, which was damaged by Hurricane Harvey. Mack, who has been in real estate for three decades, said she has never heard of a flood pool until Harvey.



Sherry Mack spent \$100,000 to repair damage and modify her home in Bear Creek Village home after the 2016 Tax Day floods. Mack, 69, can't swim and uses an electric wheelchair to get around.



David Funchess / Houston Chronicle

Hong Soule learned during Hurricane Harvey evacuations that her family's home in Cinco Ranch Equestrian Village, as well as thousands of other homes, lies in what the federal government calls a flood pool.



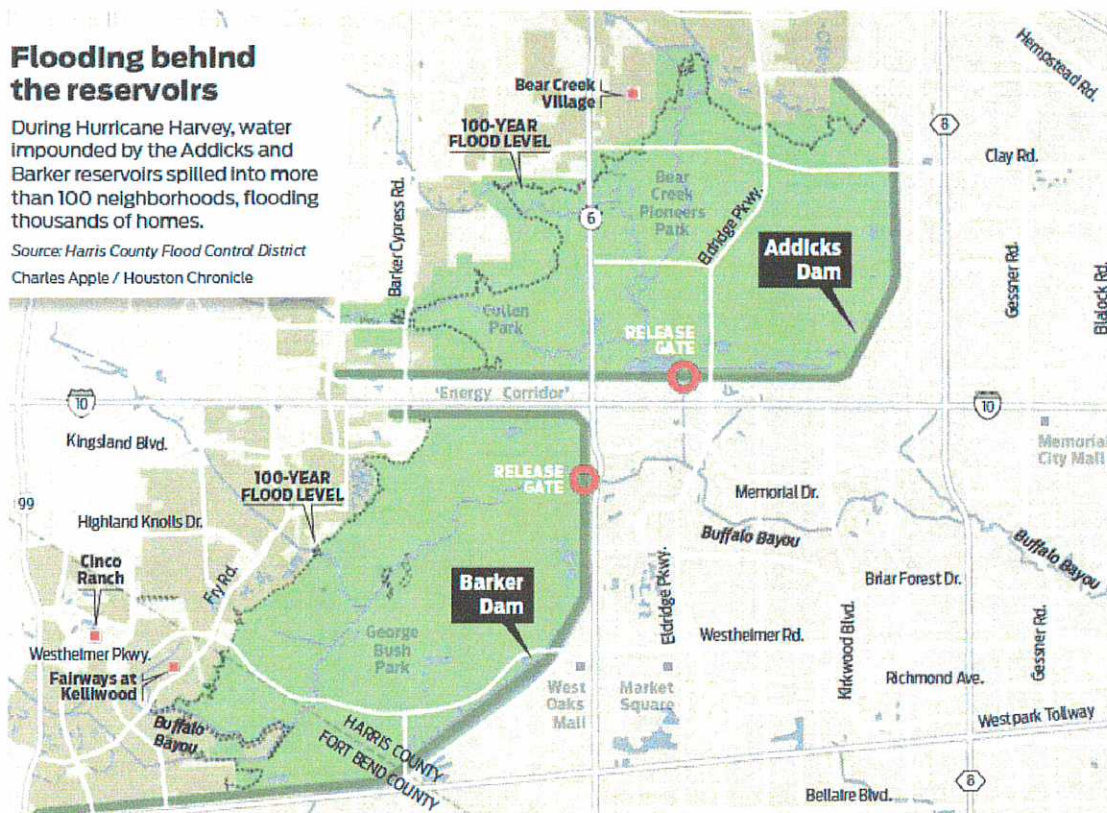
Kanani Hoover stands at the back door where the watermark is shown on her flooded Bear Creek Village home, which sits on the north edge of the Addicks Reservoir.

Melissa Phillip / Houston Chronicle

## Flooding behind the reservoirs

During Hurricane Harvey, water impounded by the Addicks and Barker reservoirs spilled into more than 100 neighborhoods, flooding thousands of homes.

Source: Harris County Flood Control District  
Charles Apple / Houston Chronicle



Hong Soule and her husband Charles bought their two-story house in Cinco Ranch Equestrian Village for its views of George Bush Park.

Soule, a native of Shanghai, gazed at that vast green space and saw fresh air, playgrounds, soccer fields and a dog park. She didn't realize this bucolic setting was part of a reservoir — a lake bottom just waiting to fill. It took Hurricane Harvey to make that clear.

During the storm, Soule and her three children were stranded by rising floodwaters in their neighborhood, where people were taken to safety in military trucks.

Soule was among 31,000 property owners in Harris and Fort Bend counties who learned during Harvey's mass evacuations that their homes lie in what the federal government considers emergency lake beds behind the Barker and Addicks dams. Engineers call them "flood pools."

The two earthen dams were erected by the Army Corps of Engineers in the 1940s to protect downtown Houston after flooding wrecked the city in 1935. Unlike traditional "lake-forming" dams, the reservoirs are not clearly defined and are dry much of the year. The water they impound during heavy rains sprawls west across flatland into what was once open prairie. The flood pool grows depending on rainfall and on how much water the Army Corps releases through the dams' gates.

At least 4,000 houses, apartment buildings and businesses west of the Barker Reservoir were damaged during Harvey, according to preliminary estimates by county officials. In the hardest-hit neighborhoods, floodwater rose more than 5 feet and did not recede for a week or more. Authorities have not yet released damage estimates for the area around Addicks.

Homeowners in the reservoir area, many of whom do not have flood insurance, worry about what the next downpour will bring.

The threat to these suburban subdivisions has been years in the making, a Chronicle review found.

Harris and Fort Bend counties and the city of Houston approved construction of thousands of homes near the reservoirs, even though county leaders and engineers have known since the 1990s that the properties could be inundated by flood pools in a major storm, according to public documents and interviews.

Subdivisions kept sprouting even as bigger and more frequent storms created ever-larger flood pools. Of the 11 biggest pools ever recorded at Addicks and Barker, 10 have occurred since 1990, according to Army Corps records. Harvey generated the biggest pool ever.

Yet public awareness of the danger has been minimal. If a home is within the 100-year flood plain, bank rules and insurance policies require a prospective purchaser to be told. Banks typically will not grant a mortgage for a home within the 100-year-old floodplain

unless the buyer takes out flood insurance.

A flood pool is different. The Army Corps doesn't require homebuyers to be notified of the risk. Nor does Texas law. Nor do federal flood insurance rules. Nor do mortgage lenders' disclosure practices.

Fort Bend County officials began adding small-print warnings about reservoir flood pools to subdivision maps beginning in 1994. But few homebuyers consult or even know about the maps, known as plats. Harris County, which has far more properties at risk from the flood pools, never added warnings to its subdivision maps.

"We had no idea — we were not told," Soule said. "Why did they build a house here if they knew it was inside a flood pool? If we would have known, we would not have purchased this house."

### **Shocking discovery**

The Army Corps can control the size of the flood pools by releasing water through the dams' gates. But the overriding purpose of Addicks and Barker, as corps documents make clear, is to protect the center of Houston. Even limited releases damage properties downstream.

Over the years, the Army Corps permitted parks, public roads, baseball fields, golf courses, a small zoo, paved parking lots and other amenities to be built on government land within the two reservoirs. This effectively disguised the real purpose of this rustic acreage and made the area more appealing to developers and homebuyers.

In other states, the corps has acquired easements near dams and levees to compensate property owners for areas where it expects to divert or store floodwaters. A class action lawsuit filed in federal court on behalf of homeowners affected by the Barker and Addicks flood pools contends that the corps should have done the same here.

In a 2009 master plan, the corps acknowledged that parks as well as public roads and a YMCA camp located on and next to government-owned land in the two reservoirs could be subject to long-term flooding. The master plan included maps indicating that privately owned land around Barker and Ad-dicks could also be inundated for as long as 49 days in a 100-year flood event.

That report did not list any neighborhoods by name.

The specific subdivisions most at risk were identified only at the height of Harvey, when Harris and Fort Bend county officials released a list of more than 100 neighborhoods subject to "voluntary evacuation" because of the Army Corps' decision to limit releases from the reservoirs. By then, streets already had flooded in many neighborhoods, making it impossible to get out by car.

The evacuation orders affected more than 31,000 homes and more than 140,000 people, the Chronicle estimated by studying flood pool maps and census data.

Many of those residents were shocked to discover that their properties were within reach of a reservoir flood pool. That's partly because Texans are accustomed to using the 100-year flood plain to define the geography of risk.

The flood plain is determined in large part by elevation and proximity to creek beds and rivers. Flood pool boundaries depend more on Army Corps decisions about how much water to release and how much to hold back. Pools can grow quickly and without warning, depending on weather conditions and corps decisions.

Kanani Hoover learned the difference during Harvey. She lives in Bear Creek Village, on the north edge of Addicks Reservoir. She evacuated early, because she knew she lived in the 100-year flood plain. She and her 15-year-old son and their dog had gotten trapped in a bedroom by rising water during the Tax Day floods of April 2016. "I didn't want to put my son through that again."

The three were staying in the Wyndham Hotel off Texas 6 on Sunday, Aug. 27, when Harris County officials posted online a map of streets that could be submerged by the Addicks Reservoir pool. Hoover pored over an image that showed streets shaded in a rainbow of colors. Her sister, Tiffany, lived in the same neighborhood. Her entire block appeared in red — a danger zone.

Hoover texted her sister to get out.

U.S. Rep Ted Poe, R-Humble, who represents Bear Creek Village, said he learned about the danger posed by flood pools after the Tax Day flood, when constituents complained to him that reservoir water had spilled into their homes and streets. Poe has a mailing list of hundreds of affected homeowners and has pushed for studies and dam improvements.

At a town hall organized by Poe last year, Richard Long, supervisory natural resources manager for the Army Corps' Galveston District, drew gasps when he told homeowners that it was not a matter of if Addicks Reservoir would flood their homes, but when.

After Harvey, about 400 frustrated Bear Creek-area residents crowded into an elementary school cafeteria for another town hall organized by Poe, this one featuring Col. Lars Zetterstrom, commander of the corps' Galveston district.

Zetterstrom told the crowd that the reservoir's flood pool had never before damaged homes.

"In the 70-year history of the Addicks dam and reservoir, Hurricane Harvey was the first time water was retained inside the reservoir that impacted anyone's structures," Zetterstrom replied.

The crowd erupted: "Noff" "What?"

Zetterstrom said previous flooding was caused by water flowing through the Addicks watershed, not by water impounded in the reservoir. Many in the crowd were unconvinced.

Corps officials did not respond to questions about the corps' decisions during Harvey or its management of the reservoirs. The agency canceled an interview with Long and referred questions to a spokesman for the U.S. Department of Justice, who declined comment.

Before Harvey, few homeowners near the reservoirs knew they faced any risk from the flood pool.

Poe said rules about notification have to change. "I think we have to, as a community, understand that there needs to be some kind of notice about the flood pool. First of all, they don't know they may get flooded. And second, they don't know the reservoir is there not to protect them but to protect the city of Houston downstream," Poe said.

### **\$100,000 in repairs**

Sherry Mack, 69, didn't know about flood pools either — and she's been in the real estate business for three decades.

Mack picked her 1,800-square-foot bungalow because it's next to Bear Creek Pioneers Park, on the northern border of Addicks. Mack, who can't swim and depends on an electric wheelchair to get around, was asleep when water entered her house during the 2016 Tax Day flood. She managed to escape as water surrounded the hospital bed she uses at home.

By August 2017, Mack, a researcher for a title company, had spent \$100,000 to repair that damage and modify her entire house so she could live comfortably with her disability. Mack lost the ability to walk after contracting a rare retrovirus more than a decade ago.

A day before Harvey hit, she evacuated to a friend's home on higher ground.

High water kept her away for a week. She returned to find her home in ruins. The waterline reached high above the handicapped-accessible sinks and cabinets in her renovated kitchen. Freshly painted walls were caked with mud and speckled with mold.

Mack has spent decades reviewing property transactions, but she had never heard of a flood pool — until Harvey.

Disclosure of flood pool risk should be required whenever property changes hands, she said. "Anywhere you're in the vicinity of a dam, lake or creek, you should have mandatory flood insurance," Mack added.

### **'Oh, my goodness'**

Addicks and Barker dams were built to hold back floodwaters from Buffalo Bayou and from creeks that enter the city from the northwest. The corps' original plan included a third dam and additional property that was never acquired. In those days, it didn't matter much if, in a downpour, a large pool spread across the Katy Prairie to spare the Bayou City from harm.

**"We had no idea — we were not told. Why did they build a house here if they knew it was inside a flood pool? If we would have known, we would not have purchased this house."**

Hong Soule

By the late 1970s, city of Houston leaders had approved subdivisions alongside Addicks Reservoir, located north of Interstate 10. In the late '80s and early '90s, an influential developer built the first big planned community in what had been a rural area on the west side of Barker Reservoir, south of I-10. He dubbed it Kelliwood after his daughter.

In 1994, Fort Bend County began including a warning on public maps of subdivisions near Barker Reservoir that the area is "subject to extended controlled inundation under the management of the U.S. Army Corps of Engineers." The warning was first reported by the Dallas Morning News.

The language grew out of debate among engineers about whether the county should have allowed Kelliwood to be built so near the reservoir, according to Fort Bend County Judge Bob Hebert.

Officials worried that the county could be sued if it tried to restrict development, but they also wanted to warn developers and the public about the risks of building in a flood pool, said Fort Bend County Commissioner Andy Meyers.

The flood pool warning appeared on subdivision maps for properties in Fort Bend — but not those in Harris County. Cinco Ranch, a big planned community west of Barker, includes neighborhoods in both counties.

Meyers, the Fort Bend County commissioner whose territory includes Barker, said he believes most homeowners never saw the subdivision maps and that much stronger language should now be included in public records and in all property transactions. Meyers said he'd also like to see warning signs posted in neighborhoods and parks in or near the reservoirs.

Susan Minke, a land broker, worked on major deals that led to the development of parts of Cinco Ranch and Grand Lakes — two of the largest mass planned communities in the Barker Reservoir area that flooded. Minke said she'd never heard of flood pools.

"Oh, my goodness," she said. "I think I would not be able to sell land for a master planned community if every homeowner had to get this notice that they would be subject to potential inundation by the Army Corps of Engineers."

Rick and Laura Mendenhall bought their three-bedroom home in a golf course community called Fairways at Kelliwood in 2011. They were empty-nesters and wanted to downsize, and they liked the trails that wind through the neighborhood and into parks in Barker Reservoir. They took out flood insurance, even though the house was outside the 100-year-flood plain.

During Harvey, they and most of their neighbors had to be rescued by boat. Among the possessions they managed to save were the closing documents from their home purchase. They re-examined them at the Chronicle's request — and found no mention of flood pools.

They had never seen the warning that appears on the subdivision map until the Chronicle sent them a copy.

### **Had to be rescued**

One of the few hints that George Bush Park is in a flood pool is a small sign on Westheimer Road, just outside the park. It says "reservoir."

Soule, a stay-at-home mom who moved to Cinco Ranch in 2003, didn't worry about flooding until the Tax Day flood submerged Westheimer Road. She called to ask about flood insurance and her agent talked her out of buying a policy — she wasn't in the flood plain.

When Harvey struck, Soule's husband, a safety manager, was out of state working at a refinery. Soule, her three children and her parents were sheltering in place. No one told them when county officials issued a voluntary evacuation order for their neighborhood. Soon, the streets were flooded.

Soule's 4-year-old son and her parents, both in their 70s, were rescued by volunteers with an orange rubber raft. Soule and her two daughters, ages 10 and 14, waded through deep water and climbed into the bed of a military truck. Soon all six were all deposited, soaked through, in the parking lot of an H-E-B supermarket. There they waited for a bus that never arrived and a shelter that never materialized. Eventually, friends came to help.

By the time they returned, the reservoir had wrecked their home.

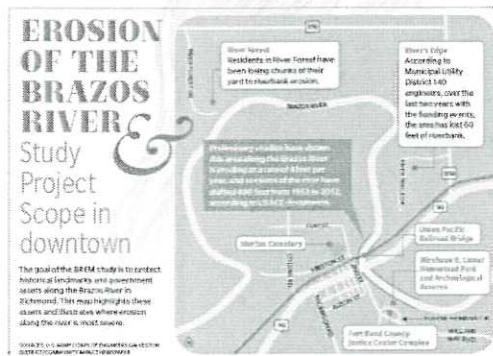
### **Susan Carroll and**

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# Brazos River erosion threatens Richmond properties, government assets

By [Rebecca Hennes](#) | 7:01 pm Dec. 7, 2017 | Updated 4:04 pm Jan. 10, 2018



The drought Southeast Texas experienced from 2009 to 2014 coupled with four torrential flooding events that occurred within a three-year period in Fort Bend County has accelerated erosion along the Brazos River threatening historical landmarks, government assets and private property in Richmond.

In partnership with the U.S. Army Corps of Engineers Galveston District, the county is conducting a study called the Brazos River Erosion Management study, or BREM, to develop a permanent solution to manage the erosion of the river and protect historical landmarks in Richmond, such as Morton Cemetery and the Fort Bend County Justice Center. The study concerns a section of the Brazos that spans 2.5 miles through downtown.

"When you get those big rain events after a long period of a drought, all of the land starts falling and starts eroding very quickly," said Eddie Irigoyen, U.S. Army Corps of Engineers Galveston District project manager.

According to city documents, the Brazos River is eroding at a rate of 4 feet per year, and the river's path of destruction is posing a serious challenge for city and county officials.

Fort Bend County Judge Robert Hebert, Texas Gov. Greg Abbott and county officials are now awaiting authorization from Congress to add a countywide watershed study to the BREM study that would ultimately provide a solution to the erosion problem that threatens assets and public infrastructure.

"The river is starting to cause significant erosion, [and]it poses a long-term threat to downtown Richmond," Hebert said.

### **The Brazos' threat to Richmond**

As the county seat, Richmond is home to several government buildings and historical landmarks. When Hebert initially made the project request for BREM to the U.S. Army Corps of Engineers Galveston District in 2015, the goal of the study was to protect those assets.

Richmond officials are advisers to the county in regard to the study.

"We wanted to make sure that we had identified all of our areas of concern with the county," Richmond City Manager Terri Vela said. "You just don't realize how volatile the river is and how the river will just go in a direction that it wants to go until you see it."

In August 2014, the county partnered with the USACE Galveston District under the Flood Plain Management Services Program to study erosion issues in the area. The preliminary study showed sections of the river in the project area have shifted 400 feet from 1953 to 2012, according to USACE documents, and that this erosion correlated with peak storm events.

Fort Bend County considers flood control district in wake of Harvey damage

"We have proof there that a lot of erosion has happened, not only in the Richmond area but just along the Brazos River itself," Irigoyen said. "If eventually it keeps eroding ... it can get very dangerous ... and big infrastructure like bridges could be a major issue."

Hebert said he estimates the county has spent well over \$100 million in recent years to repair county assets like bridges from flood damage. Emergency repairs are underway along the Jodie Stavinoha Bridge to stabilize the northern bank, while repairs to the Union Pacific Railroad Bridge in Richmond were made in 2016 after the bridge suffered major damage from the Memorial and Tax Day 2016 floods.

"We've had four major floods in that river in three years," Hebert said. "The frequency of major floods in that river certainly in the short term is increasing, [and]we need to plan for it."

Irigoyen said studies have proven the recent historical flooding events have resulted in erosion that has exposed bridge supports and encroaches on levees. The USACE only expects conditions to worsen.

"According to the geomantic analyses of the studies, it is projected that various bends of the river are expected to substantially increase in diameter and direction by year 2048 [based on migration rates in excess of 15 feet per year], further exposing the critical infrastructure within Fort Bend County," Irigoyen said.

### **BREM protects Richmond**

The BREM study would help the county plan for future floods by providing solutions to manage the erosion of the river in an effort to protect Richmond's historically significant landmarks, public buildings, public infrastructure and private property, according to city and county officials.

"The scope of this study included reviewing previous [and]existing information, performing geotechnical investigations, conducting geomorphological analyses, assessing cultural resources and environmental permitting and updating the hydrological and hydraulic models for a 2-mile stretch of the Brazos River within proximity of the study area," Fort Bend County Engineer Richard Stolleis said.

Several homes in neighborhoods in Richmond's extraterritorial jurisdiction, an area of unincorporated land outside of a city's limits, are losing their yards to the river, while more drastic effects of the erosion have been seen in Simonton, according to county officials.

Cesar Aristeiguieta, a resident from the River Forest subdivision in Richmond, can see the effects of the erosion from his own backyard; during Harvey, floodwaters rose over the banks of the river, almost reaching his home.

"It was a landslide on both sides," Aristeiguieta said. "The trees, the dirt, everything just ended up in the river."

Aristeiguieta said he plans on trying to shore up the bank to mitigate damage from any future erosion.

"I am going to try and make lemonade with lemons," he said. "[But] it's pretty scary to think the river could take everything away."

Property owners like Aristeiguieta will have to learn to live with the river since the county has no authority to stabilize any parts of the river bank.

"We are not going to ask for that authority because where do we stop?" Hebert said. "We could spend billions of dollars and not do it all—billions of dollars and we don't have even millions of dollars to spend."

Residents of Municipal Utility District 140 in Richmond's ETJ are also in the direct path of the river's erosion. MUD 140 attorneys Jeanie McDonald and Joel Cleveland said they have held several town meetings during which residents expressed concern over the river cutting into the nearby neighborhood. McDonald said over the last two years with the flooding events, the area has lost about 60 feet of riverbank.

"The fear is always that the riverbank will eat into where the houses are," Cleveland said. "Who knows with the kind of storms we've had for the last two years what will happen. It could be years, it could another big storm causes a problem and [or]it may never get to us."

While the county cannot legally do anything to help residents who live along the river, their losses are a good indicator of what can be expected if the erosion continues without any proactive measures. County and state officials said extending the study could be critical to pinpointing other patterns.

"Even though you are trying to prevent it from—let's say—eroding there around the Richmond area, that doesn't mean the problem is necessarily there; it can be coming [from]a higher portion of the Brazos River that is causing that erosion," Irigoyen said.

So far, two initial studies have been issued under BREM. A \$100,000 fully federally funded Flood Plain Management Services study in 2015 and the 2017 Planning Assistance to States study that is equally funded by the county and the federal government are both part of a reconnaissance effort that marks the beginning phase of the project.

The preliminary studies will feed into a new feasibility study that can cost no more than \$3 million and be completed in under three years that county and USACE officials must await authorization from Congress to start.

"Once the feasibility study is authorized ... Congress will have to authorize the project and fund the next phase for it to begin," Irigoyen said.

Stolleis said once federal funds are approved and matched 50-50 with county funds, the feasibility study would evaluate alternative solutions.

"Once that study is approved ... a followup request is expected to be made to obtain future final design and construction funding," Stolleis said.

The PAS study is expected to be completed by early 2018, according to Stolleis.

### **A quick fix**

After Harvey's toll and the devastating amount of damage the storm inflicted in areas all over the county, Hebert said receiving approval to extend the project's reach could be critical for Fort Bend County's recovery and planning for future storms.

"The long-term benefits of how to improve our resistance to these rain storms depends on our ability to complete the overall study," Hebert said.

Hebert said the county is negotiating with the Corps to include the countywide study in a way that would guarantee congressional approval.

"It would save us a lot of time in going back to Congress to grant us an authorization," Hebert said. "This is the quick fix—we think—to use BREM to get them to include it."

The countywide study would look at a variety of factors.

"[The study would look at] the county's criteria on development, what type of storm we are designed for, what our levee districts pump for, where we may be able to make improvements that would reduce flooding or provide better protection," said Mark Vogler, Fort Bend County Drainage District director. "We are trying to come up with a list of all the issues that we want to have investigated [and are]hoping to finalize list by the end of the year."

Hebert said even though Abbott requested federal money to fund the countywide study, he still plans on the county funding the study by itself. He said if the government does decide to fund the project and give it to the Corps, the county will have to wait longer for the project to be finished.

"That's the problem, whenever the federal government and the Corps get involved ... you save money, but you lose time," Hebert said. "I think most of the property owners in Fort Bend County after seeing what Harvey did want us to analyze it ... so we can come up with some intelligent ways to spend money. That's why we want the study."

USACE and county officials involved with the BREM project said it could take several years before any significant solutions to the erosion of the river are made.

"People have tried to control it and build around it but at the end of the day, you really can't control Mother Nature," Irigoyen said. "The river is going to do what it is naturally made

# In Rosenberg, flood victims help one another — and hope

Rural residents worry they'll be overlooked as Houston gets aid

By Bridget Balch



Craig Moseley / Houston Chronicle

Volunteers prepare hot meals at Our Lady of Guadalupe Church, where parishioners led their own relief efforts.



Craig Moseley photos / Houston Chronicle

Volunteers pray before distributing hot meals. "People that are the most vulnerable when the sky is blue are even more vulnerable when the sky is gray," said Jeff Schlegelmilch, a disaster preparedness specialist.



**ROSENBERG** — Dolores Yanez sat at a long folding table in the parish center at Our Lady of Guadalupe Catholic Church, savoring a few moments of rest.

Rest had been hard to come by in recent weeks.

Since Hurricane Harvey assaulted the small, rural municipality of Rosenberg two weeks prior with massive flooding along the Brazos River for the second year in a row, she'd filled nearly every waking hour with the task of

At Our Lady of Guadalupe Church, volunteers help feed those who have been displaced by the flooding, and other groups — such as charities and FEMA sign-ups — aim to help out with long-term recovery, which could take years for some.

organizing the relief efforts at the parish.

The community had been blessed with donations, she

said, but she feared it wasn't enough.

"We need money," she said. "I think all of it is going to Houston."

As the world rallied around the nation's fourth-largest city with the adage "Houston Strong" and watched clips of flooded urban and suburban streets, some of those who experienced catastrophe in the more outlying areas — like Rosenberg — feared that their communities would be overlooked as the region shifts into long-term recovery.

It's a concern echoed by disaster relief experts who have observed the especially difficult challenges of recovery facing vulnerable populations — including those living outside of urban areas.

"People that are the most vulnerable when the sky is blue are even more vulnerable when the sky is gray," said Jeff Schlegelmilch, deputy director for Columbia University's National Center for Disaster Preparedness. "So much of the attention tends to go to the highly populated areas."

### **Paycheck to paycheck**

Areas that are more removed from resources in the city — from health care and education to employment and infrastructure — have a much harder time bouncing back after disaster strikes, Schlegelmilch said.

And in Rosenberg, the vulnerability caused by geography is compounded by poverty and the fact that many of those hardest hit by the floods are Hispanic immigrants or descendants of immigrants.

The majority of Our Lady of Guadalupe's parishioners hail from Mexico, El Salvador, Guatemala and Honduras or are descended from immigrants, Yanez said. Many work as maids, child care providers or construction workers and struggled to make ends meet, even before disaster struck.

"They live paycheck to paycheck," said Elsa Cantu-Cortez, a local Realtor and parishioner helping Yanez run the relief effort.

In Rosenberg, a city of just less than 37,000, roughly one in five residents earned an annual income below the poverty line in 2015, according to the U.S. Census Bureau. Fifty-one homes and five businesses reported damage from the floods, said city spokeswoman Jenny Pavlovich.

In the aftermath of the disaster, Our Lady of Guadalupe Church served as the conduit between relief agencies and the community .

It's a phenomenon that Schlegelmilch observed in many rural communities when he toured parts of Southeast Texas in the hurricane's aftermath. In smaller towns from Rock-~~port~~ to Beaumont, local faith-based and community organizations stepped up to supplement government emergency aid.

"There were encouraging signs," he said. "What I worry more about is long-term recovery." Still, Schlegelmilch estimates that Harvey recovery could take 10 years for some storm victims.

By the second Thursday after the storm, Our Lady of Guadalupe's parish center was relatively calm. A couple dozen teenagers goofed off between volunteer work, and a handful of people sat in folding chairs, waiting for their turn to register with FEMA and Catholic Charities. The Monday before, however, the Salvation Army had served 800 meals to flood victims out of the parish kitchen.

The lull, Yanez speculated, was because so many people were busy cleaning out their flood-damaged homes. On one street in neighboring Richmond, the residents had been so set on mucking out their homes before mold set in that they had been living without running water or usable bathrooms.

"They were living in muck," Cantu-Cortez said, her voice breaking with emotion recalling the living conditions she had seen there.

Rosenberg has gotten some attention from donors hoping to help areas likely to be overlooked as charitable giving descends upon the Greater Houston Area.

### **Keeping up with needs**

SCORE International — a global medical mission group — coordinated with the Houston nonprofit San Jose Clinic to set up free medical care for flood victims at Our Lady of Guadalupe church. The volunteer doctor and other medical personnel also set up shop on a porch in one of the devastated Rosenberg communities to give tetanus shots and replace lost prescriptions.

United Sikhs, a United Nations-affiliated international charity, specifically chose Rosenberg as a recipient for a couple truckloads of supplies because the organization seeks to fill gaps in service and reach the "outliers" in disasters, said Gurvinder Singh, the organization's director.

A church in Connecticut adopted Our Lady of Guadalupe, and a city in Alabama adopted the city of Rosenberg, pledging to send supplies.

But the need is difficult to keep up with.

"The needs right now will change next week," Cantu-Cortez said.

Donors have been responsive, but the recovery is daunting.

"Some messages don't get out fast enough," she said.

For many of the homes damaged in Rosenberg during Harvey, it was the second major flooding event in just more than a year. When the Tax Day floods swelled the Brazos River last April, water submerged the low-lying neighborhoods near the banks. Of the 51 homes flooded this year, 18 of them were vacant. Fewer homes were damaged by Harvey simply because they had already been demolished after the Tax Day floods left the city to clean up more than \$900,000 worth of damage, said Pavlovich, the city spokeswoman.

But of those who chose to return, many elevated and rebuilt their homes, believing — or at least hoping — that they would be prepared for the next flood.

Angelina Arguello's home on Cumings Road rested on top of several cinder blocks, elevating it a couple of feet off the ground. It was a precaution her adult daughter, Laura Rendon, who lives a few blocks away, had helped her do after the Tax Day floods ravaged the home that their family had moved to from Mexico

30 years before. The flood in 2016 had forced the family to throw away nearly everything, ripping out all of the walls and essentially rebuilding the decades-old home from scratch.

Arguello had just moved back into her home a few days before Harvey hit. In spite of the elevation, 8 inches of water filled the house as record rainfall caused the Brazos River to, again, spill over into the neighborhood.

Rendon's nearby home was also flooded with 5 feet of water for a second time, forcing Rendon, her husband, her grandson and Arguello to evacuate and take refuge with her brother in Needville.

**'We help everyone'**

For now, Rendon and her family are throwing themselves into rehabilitation, but she's not sure how much longer she or her neighbors will stick around if flooding continues to be an issue.

Making the parish center a resource facility for FEMA and other organizations was a decision church leaders had been hesitant about, Yanez said. The church community was eager to open its doors and serve as a resource center for FEMA and global charities, but some also believed that — without the extensive applications and long waiting periods plaguing larger agencies and organizations — the church would be more able to provide direct assistance.

"If we do our own thing, we can cut a lot of red tape," Yanez said. "We're a church. We help everyone."

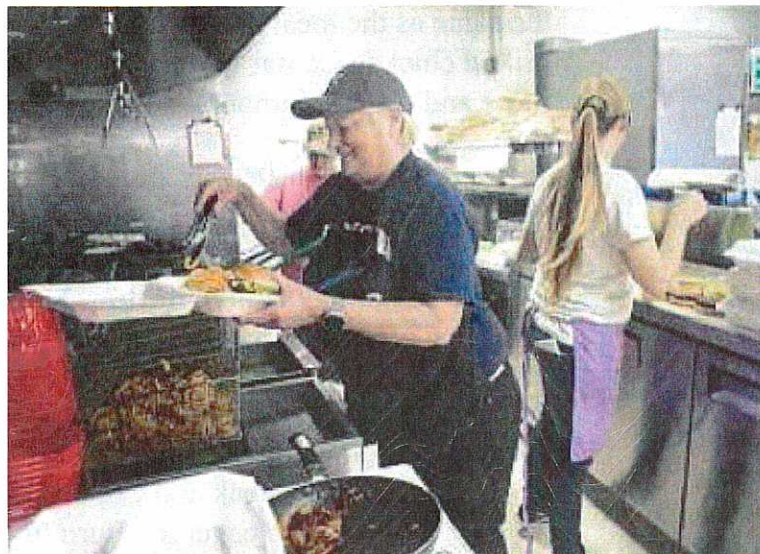
[bridget.balch@chron.com](mailto:bridget.balch@chron.com)

2/7/18

# Heart (and stomach) of town serves resilience

## Beloved diner in Simonton back after Harvey

By Emily Foxhall

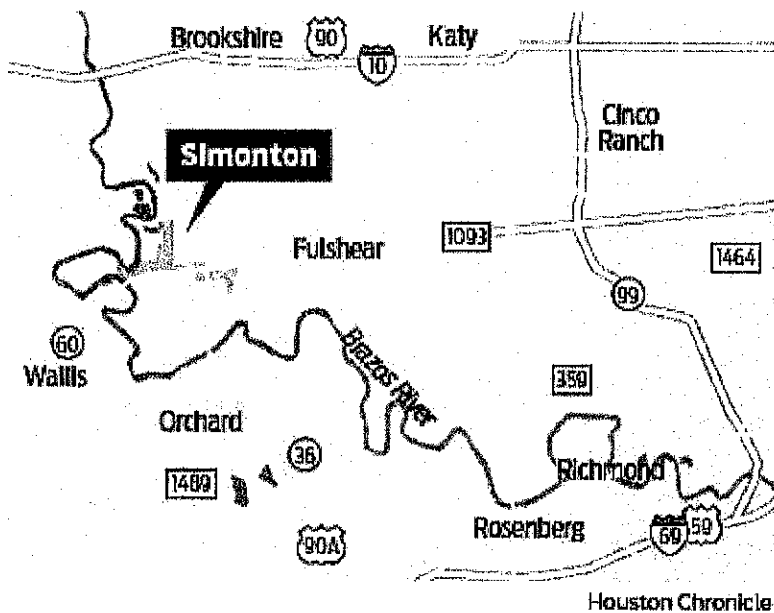


Mark Mulligan / Houston Chronicle

Owner Lauren Gillespie prepares ato-go order during the first lunch service since Harvey-related flooding closed down Roper's Country Store and Cafe.



Maria Silva, left, who has worked at the restaurant for nine years, hugs regular customer Deloris Matej. There were plenty of hugs to go around on the first day.



**SIMONTON** — For five months, pipeline operator Tommy Lindsey didn't know where to eat lunch. He tried having a salad at Whataburger. It was fine but it wasn't the same as the meal he missed so much: a grilled chicken Caesar at Roper's Country Store and Cafe in Simonton.

Twice Roper's had been swamped by a flood, and most of the city of Simonton along with it. But twice the owners of the beloved restaurant, akin to the town gathering place, had rebuilt.

At 6 a.m. Tuesday, the owners once again opened their doors to dish up breakfast tacos, chicken fried steak and Cobb salads for a slew of regulars eager to return to

their weekly, daily or even twice-a-day place in the country to eat. As one diner said, "This is home."

The grand reopening, full of smiles, hugs and hard work, was a sign of normalcy for the small, rural city of Simonton, population 814, which was devastated by major floods, first in 2016 and again when Harvey struck last August. Some residents there continue to await buyout application decisions, while others are rebuilding their homes the only way they can: raised up on pier and beam. (Some are living temporarily in campers or in trailers without their normal kitchens.)

Tucked among the woods along the Brazos River, an hour's drive west of downtown Houston, Simonton began as a place of country homes with room for horses. Today, its identity is ever-changing, as city leaders wrestle with how to keep a town where 90 percent of homes flooded both safe and financially sound — all while growth from Houston barrels its way.

"The people in Simonton — they're very, very resilient," Simonton Mayor Louis Boudreaux said.

The restaurant, which claims Oct. 4 as a city-sanctioned "Roper's Day," is one of the only places to eat in Simonton and an important part of the community fabric. Diners on Tuesday likened it to eating at a friend's house. Food aside — everyone seems to have a different favorite — it's a place to relax, catch up on local gossip and, inevitably, trade stories about the flood.

Walking in the door for lunch Tuesday, Lindsey, who works in the area, found that everything looked like it had before. The deer heads were back mounted on the wall. Fresh painted barn-red wood siding ran along the lower half of the walls. Red-and-white checkered tablecloths covered the 13 tables.

Lindsey didn't have to say his order.

Manager Maria Silva, 31, brought over his salad, piled high with olives, tomatoes, avocado and cheddar cheese, with a side of chips and salsa (among the house favorites) and a sweet iced tea. Over his eight

years of coming there, often seven days a week, he didn't think he had ever ordered anything else. Today, it was as good as he remembered.

"We can get our routine back again," the 56-year-old Lindsey said, digging in.

### **Harvey's devastation**

Harvey flooded an estimated 241 of 267 homes in Simonton, compared with 224 flooded and repaired the year before, according to the city secretary, one of two municipal employees. As the Brazos River spilled over its banks and across town, there was nothing anyone could do to stop the murky brown floodwater flowing again into Roper's, which hadn't even been open a year since the owners rebuilt from the Memorial Day 2016 flood.

Fort Bend County flood maps, last updated in 2014, show most of the city in the flood plain. Boudreaux, who was sworn in for a second time right before the 2016 flood hit, has tried to make changes accordingly, and the city now prohibits houses from being rebuilt by raising land with soil. (They didn't want the mounds of dirt making the situation worse for anyone else.) They also require that homes be built to 2 feet above the expected 100-year flood level.

Still, not everyone has wanted, or been able, to stay. When the first wave of applications became available after the 2016 flood, 28 people applied for buyouts and 20 applied for help with home elevations. Those decisions have yet to be returned.

The mayor worries about the effect of that on the tax roll; the law prevents buyout properties from ever being developed again, and it requires the city to maintain it. But he knew some people needed that option.

Many in town, meanwhile, find themselves again living in trailers in front of their homes on bumpy streets with names like Pony Lane, Cowhide Drive and Wagon Road. They've been cooking on tiny stoves in campers, or grilling when they can. It all added to the excitement of Roper's being back in business.

### **Rebuilding again**

Lauren Gillespie, who lives nearby in Fulshear, first opened Roper's with her husband Marty in 2007, when, she jokes, there was no competition around. She took pride in serving homemade food in heaping portions. They peeled their own potatoes. They pounded their chicken. She liked how, when things got busy, people knew to refill their own coffee cups themselves.

With such a loyal clientele, Gillespie knew she had to rebuild after the 2016 flood. She swore she would never do it again. But then, after Harvey, she did. Everywhere she went, people asked when the reopening would be.

And so, on Tuesday, after all the trauma and heartache, Gillespie got up at 4:45 a.m., arrived at the restaurant by 5:50 a.m. and took the first order of half-a-dozen breakfast tacos at 6 a.m. She found herself singing the words of the old Gene Autry song "Back in the Saddle Again." The restaurant hummed.

"We're the heart and soul of this community," Gillespie said. "Everybody's at home here."

The usual breakfast club group came in, then as breakfast switched to lunch, neighbors Ramona Neal, 48, Laura Krueger, 50, and Anne Little, 71, who typically gathered here weekly, took a seat to order what they had been craving: a burger, chicken fingers (with half saved for Krueger's husband) and a brownie with ice

cream. Each wore a shade of purple. For Neal, seeing Roper's open again brought a sense of hope. Little said she'd lost 37 pounds since its most recent closing.

They'd brought a gift for the restaurant — a small, antique "Welcome" sign — that they'd planned to bring by at Christmas. Running the show in the dining area, Silva first gave them all hugs.

### **'Back to normal'**

The relationships, in some cases, run deep. One diner told about how the Gillespies had offered to help put up his family after the first flood.

Another, 44-year-old Kelli Matula, said she and the Gillespies became such good friends that they vacationed together.

Matula, who lost her job in the oil business, ate at Roper's three or four times a week. Her family has lived in Simonton for three generations, and she was in the process of rebuilding the family home, ruined after the 2016 flood, 8 feet higher. She even has her own special: a warm brownie with bananas, vanilla ice cream, chocolate syrup and pecans.

Tuesday, she had a grilled chicken Caesar wrap. "I'm ready for it to be back to normal, I really am," she said. With the local hangout back open, it felt like progress.

Seated at the bar, friends Steve Clark, 55, and Mark Horton, 60, chowed down on a BLT sandwich with coffee and a glass of milk and chicken fingers with a soda. Living in a camper with limited kitchen appliances, they'd eaten here every day after the Memorial Day 2016 flood damaged Clark's home and much in it. The wood of the bar was stained with how high the water had risen then. Then Harvey had come, adding another high water mark. Their camper stay continued.

It was nice to be back. Clark had learned of the opening only the night before, after seeing a sign taped on the door on his way back from eating dinner in Sealy, and pulling over to read it.

"Right back in the same old spot, huh?" another diner said, coming to shake his hand.

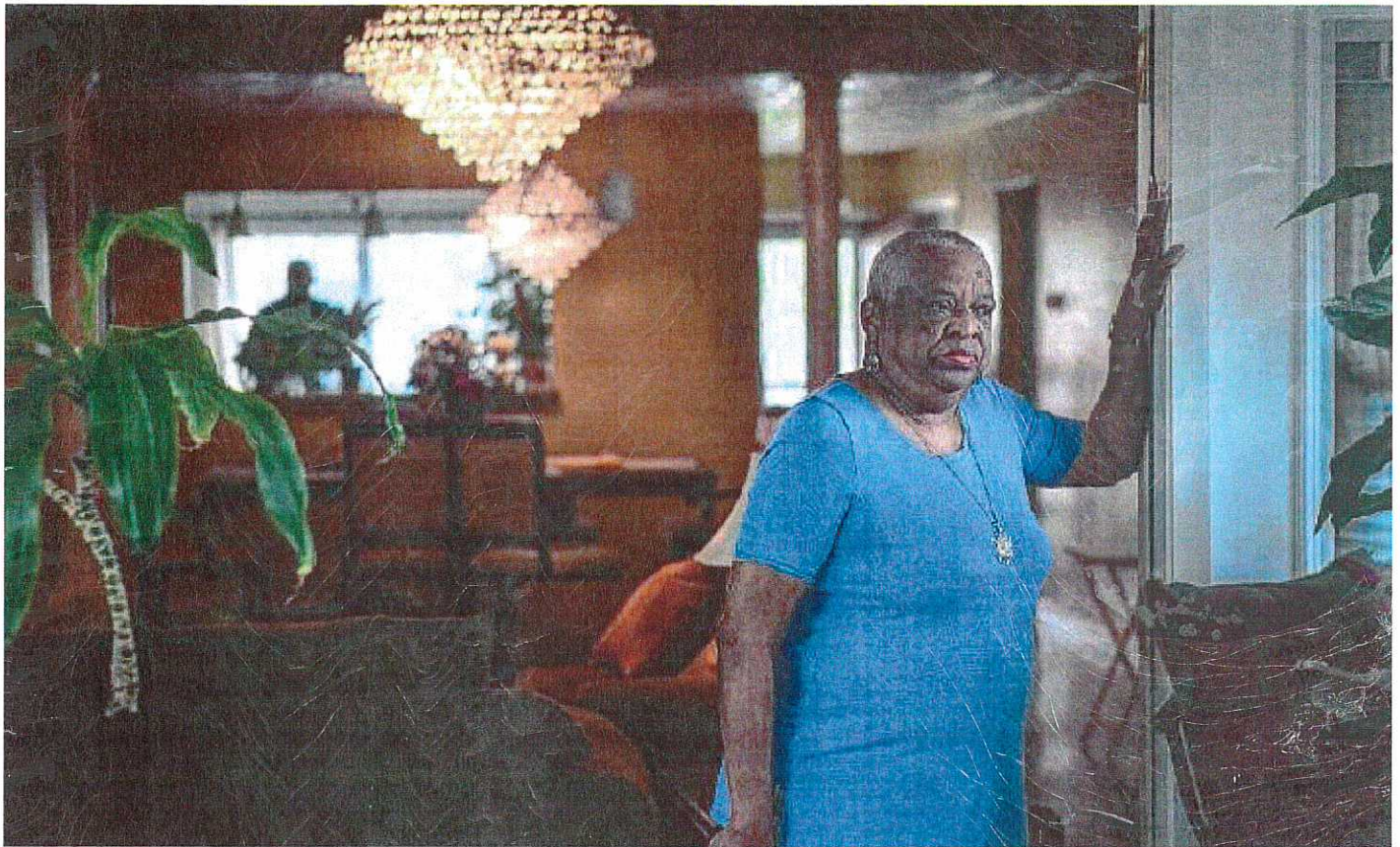
Clark replied, "Yeah, right back in the same old spot." [emily.foxhall@chron.com](mailto:emily.foxhall@chron.com) [twitter.com/emfoxhall](https://twitter.com/emfoxhall)

4/2/2018

# As hurricane season approaches, Fort Bend preps, reflects

## Residents still waiting for reimbursement from FEMA for repairs

By Brooke A. Lewis



Mark Mulligan / Houston Chronicle

Patricia Sullivan's Missouri City home had never been affected by storms until Hurricane Harvey. She is still waiting to be reimbursed by FEMA after paying for mold removal out of pocket.

Patricia Sullivan thought she was in the clear after Hurricane Harvey struck her Missouri City neighborhood and left her home seemingly untouched.

The 74-year-old, who suffers from chronic obstructive pulmonary disease and uses an oxygen tank, was worried about the power going out in her home as days of rain deluged the streets.

"Mainly I was thinking that I'm on oxygen," she said, sitting inside her dining room. "If the lights went out, where was I going to go?"

Sullivan got an offer from a friend to go to a hotel in Pear-land, but she said she couldn't afford it. So, she rode out the storm. The lights went out only briefly, and Sullivan's home remained unaffected, just as it had during every hurricane or tropical storm in the almost 28 years she's owned her home.

But nearly a month after Harvey, Sullivan noticed water in her dining room and garage. She called John Moore plumbing company, and the serviceman explained the moisture had probably been building up slowly since the hurricane.

He also noticed something else. "Oh, God, you got mold," he said.

Sullivan's home was one of about 6,800 homes damaged during Hurricane Harvey, according to Fort Bend Office of Emergency Management data presented at a Commissioners Court meeting last month. Residents submitted a little over 58,000 applications to FEMA, resulting in more than \$93 million in assistance. The county conducted more than 10,000 rescues as 200,000 people were ordered to evacuate.

As hurricane season approaches, county elected officials and emergency personnel prepare for future storms as they continue recovery efforts from 2016 and 2017 floods.

County Judge Bob Hebert also recently asked Gov. Greg Abbott for nearly \$1.5 billion to aid in recovery efforts but notes that could take six more months.

"That money would not help us for this hurricane season," Hebert said earlier this week. "We're just going to have to keep our fingers crossed and deal with it."

### **No downtime for county**

As residents recover, the county began gearing up in January for the new hurricane season. Its checklist includes about 50 tasks, such as double-checking generators, emergency plans and employee badges.

"I don't know (if) there's a slow time of the year anymore when you have flooding in April, May and June, and we can have a chemical spill or something anytime," said Jeff Braun, of the Fort Bend Office of Emergency Management.

Caroline Egan, a disaster recovery manager with the Fort Bend Office of Emergency Management who oversees Fort Bend Recovers, a long-term recovery committee that formed after the Memorial Day floods in 2016, said about 1,000 households have active recovery cases with the organization.

The county is continuing to make repairs to roads and bridges damaged by the storm and is working to reduce flooding risks along bodies of water through improved drainage, channels and banks.

Two federal grants — the Hazard Mitigation Grant Program and the Community Development Block Grant — are also in the works after flooding in 2016.

FEMA has approved roughly \$10 million for property buyouts, but the grant for home elevations is still under review. Commissioners Court approved around \$9 million for the Community Development Block Grant, which assists with housing projects from 2016 disasters. The applications for housing projects have been submitted to the Texas General Land Office for approval.

Despite having grants in the works from 2016 storms, the funding for Harvey is still being processed. Texas received \$5 billion from the U.S. Department of Housing and Urban Development in Community Development Block Grant-Disaster Recovery funding, some of which is expected to assist Fort Bend County. The county is also applying for infrastructure improvements and drainage projects from another \$500 million available for Hazard Mitigation funding.

**'I'm just struggling'**

Sullivan woke up one day in October and couldn't breathe. Her brother took her to Urgent Care.

When Sullivan's doctor learned there was mold in her home, he admitted her to the hospital and told her to not return home until it was remediated.

She pulled nearly \$6,000 from her retirement account to remove the mold and replace her air-conditioning system. She's now waiting for FEMA to reimburse her after her first application in November.

"I'm behind on my taxes. I'm behind on my homeowner's because I can't go back into my retirement account," she said. "I'm just struggling."

While Sullivan remained in the hospital and then a rehab facility, her granddaughter and brother helped her apply for aid from FEMA. Paperwork was faxed to the agency four times, and each time they claimed they didn't receive it. She ultimately mailed her paperwork in February, and now, FEMA has 90 days to respond.

"I'm just between a rock and a hard place," she said.

Sullivan did not return to her Missouri City home until shortly before Thanksgiving. She is holding off on repairing her water-damaged dining room floor as she awaits help from FEMA. She's not sure how she could weather another storm.

"I just stay in prayer, really," she said. [brooke.lewis@chron.com](mailto:brooke.lewis@chron.com) [twitter.com/brookelewis](https://twitter.com/brookelewis)

**FORT BEND COUNTY, TEXAS**  
**FEDERAL SINGLE AUDIT REPORT**  
**For the Year Ended September 30, 2017**



# FORT BEND COUNTY, TEXAS

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**REPORT OF INDEPENDENT AUDITORS ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS**

To the Honorable Robert E. Hebert, County Judge  
and Members of Commissioners Court  
Fort Bend County, Texas

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of Fort Bend County, Texas (the “County”), as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the County’s basic financial statements and have issued our report thereon dated March 31, 2018.

**Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered the County’s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the County’s internal control. Accordingly, we do not express an opinion on the effectiveness of the County’s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity’s financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

To the Honorable Robert E. Hebert, County Judge  
and Members of Commissioners Court  
Fort Bend County, Texas

### **Compliance and Other Matters**

As part of obtaining reasonable assurance about whether the County's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

### **Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purposes.

A handwritten signature in black ink that reads "Whitley Penn LLP". The signature is written in a cursive, flowing style.

Houston, Texas  
March 31, 2018

**REPORT OF INDEPENDENT AUDITORS ON COMPLIANCE FOR EACH MAJOR  
FEDERAL PROGRAM; REPORT ON INTERNAL CONTROL OVER COMPLIANCE;  
AND REPORT ON SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
REQUIRED BY THE *UNIFORM GUIDANCE***

To the Honorable Robert E. Hebert, County Judge  
and Members of Commissioners Court  
Fort Bend County, Texas

**Report on Compliance for Each Major Federal Program**

We have audited Fort Bend County, Texas' (the "County") compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of the County's major federal programs for the year ended September 30, 2017. The County's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

**Auditor's Responsibility**

Our responsibility is to express an opinion on compliance for each of the County's major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and the requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. Those standards and the *Uniform Guidance* require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about the County's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of the County's compliance.

To the Honorable Robert E. Hebert, County Judge  
and Members of Commissioners Court  
Fort Bend County, Texas

### **Opinion on Each Major Federal Program**

In our opinion, the County complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2017.

### **Report on Internal Control over Compliance**

Management of the County is responsible for establishing and maintaining effective internal control over compliance with the types of compliance referred to above. In planning and performing our audit of compliance, we considered the County's internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance and to test and report on internal control over compliance in accordance with the *Uniform Guidance*, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the County's internal control over compliance.

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the *Uniform Guidance*. Accordingly, this report is not suitable for any other purpose.

To the Honorable Robert E. Hebert, County Judge  
and Members of Commissioners Court  
Fort Bend County, Texas

### **Report on Schedule of Expenditures of Federal Awards**

We have audited the financial statements of the governmental activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the County as of and for the year ended September 30, 2017, and the related notes to the financial statements, which collectively comprise the County's basic financial statements. We have issued our report thereon dated March 31, 2018, which contained unmodified opinions on those financial statements. Our audit was performed for the purpose of forming our opinions on the financial statements that collectively comprise the basic financial statements. The accompanying Schedule of Expenditures of Federal Awards is presented for purposes of additional analysis as required by the *Uniform Guidance* and is not a required part of the basic financial statements.

Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain other procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the Schedule of Expenditures of Federal Awards is fairly stated, in all material respects in relation to the basic financial statements taken as a whole.

A handwritten signature in black ink that reads "Whitley Penn LLP". The signature is written in a cursive, flowing style.

Houston, Texas  
March 31, 2018

**FORT BEND COUNTY, TEXAS**  
**SCHEDULE OF FINDINGS AND QUESTIONED COSTS**  
*For The Year Ended September 30, 2017*

**I. Summary of Auditors' Results**

**Financial Statements**

Type of auditors' report issued:	Unmodified
Internal control over financial reporting:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified that are not considered to be material weaknesses?	None reported
Noncompliance material to financial statements noted?	No

**Federal Awards**

Internal control over major programs:	
Material weakness(es) identified?	No
Significant deficiency(ies) identified that are not considered to be material weaknesses?	None reported
Type of auditors' report issued on compliance with major programs:	Unmodified
Any audit findings disclosed that are required to be reported in accordance with section 2 CFR 200.516(a)?	No

Identification of major programs:

**Name of Federal Program or Cluster:** **CFDA Numbers**

Federal Transit Cluster:	
Section 5309 Urban Discretionary Transit	20.500
Section 5307 Urban Public Transportation	20.507
Homeland Security Grant Program	97.067
Dollar Threshold Considered Between Type A and Type B Federal Programs	\$750,000
Auditee qualified as low-risk auditee?	Yes

**FORT BEND COUNTY, TEXAS**  
***SCHEDULE OF FINDINGS AND QUESTIONED COSTS (continued)***  
***For The Year Ended September 30, 2017***

**II. Financial Statement Findings**

None noted

**III. Federal Award Findings and Questioned Costs**

None noted

FORT BEND COUNTY, TEXAS  
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS  
 For the year ended September 30, 2017

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures	Passed through to Subrecipients
<b>U.S. Department of Agriculture</b>				
<b>Passed-through the Texas Department of Agriculture - Food and Nutrition Division:</b>				
<u>Child Nutrition Cluster:</u>				
Non-cash assistance:				
Food Donation (Program Year 2017: 10/1/16 - 9/30/17 )	10.555	01298	\$ 3,968	\$
Cash assistance:				
School Breakfast Program 2017-2018	10.553	01298	8,465	
School Breakfast Program 2016-2017	10.553	01298	31,190	
National School Lunch Program 2017-2018	10.555	01298	12,714	
National School Lunch Program 2016-2017	10.555	01298	47,029	
Summer Food Service Program for Children	10.559	01637	95,821	
Total Child Nutrition Cluster			199,187	
<b>Total U.S. Department of Agriculture</b>			<b>199,187</b>	
<b>U.S. Department of Housing and Urban Development</b>				
<b>Direct Programs:</b>				
<u>CDBG - Entitlement Grants Cluster:</u>				
Community Development Block Grants/Entitlement Grants 2014	14.218	B-14-UC-48-0004	247,162	
Community Development Block Grants/Entitlement Grants 2015	14.218	B-15-UC-48-0004	765,179	77,995
Community Development Block Grants/Entitlement Grants 2016	14.218	B-16-UC-48-0004	703,583	175,196
Total CDBG - Entitlement Grants Cluster			1,715,924	253,191
Continuum of Care Program	14.267	TX0353L6E001402	227,624	219,506
Homeless Emergency Assistance and Rapid Transition Housing (HEARTH)				
Emergency Solutions Grant Program 2015	14.231	E-15UC-48-0003	70,800	70,544
Homeless Emergency Assistance and Rapid Transition Housing (HEARTH)				
Emergency Solutions Grant Program 2016	14.231	E-16UC-48-0003	125,163	115,736
Home Investment Partnerships Program 2013	14.239	M-13-UC-48-0216	650	
Home Investment Partnerships Program 2014	14.239	M-14-UC-48-0216	154,142	
Home Investment Partnerships Program 2015	14.239	M-15-UC-48-0216	315,240	
Home Investment Partnerships Program 2016	14.239	M-16-UC-48-0216	22,076	
<b>Total U.S. Department of Housing and Urban Development</b>			<b>2,631,619</b>	<b>658,977</b>
<b>U.S. Department of Justice</b>				
<b>Direct Programs:</b>				
Edward Byrne Justice Assistance Grant FY14	16.738	2014-DJ-BX-0696	6,976	
Edward Byrne Justice Assistance Grant FY15	16.738	2015-DJ-BX-0424	2,990	
Edward Byrne Justice Assistance Grant FY16	16.738	2016-DJ-BX-0269	55,978	
Total Direct Programs			65,944	
<b>Passed-through the Office of the Governor Criminal Justice Division:</b>				
<u>Crime Victim Assistance -Victim Witness Staff Expansion - (VOCA) (District Atty)</u>				
Crime Victim Assistance -Victim Services Program - Victim of Crime Act (VOCA) (CSCD)	16.575	VA-1364516	120,886	
Victim Case Coordination Program	16.575	VA-1364816	40,045	
The IRIS Women's Program	16.575	VA-3058301	32,844	
Violence Against Women Formula Grant - Prosecutor (District Atty)	16.575	VA-3024001	99,502	
Violence Against Women Formula Grant - Prosecutor (District Atty)	16.588	WF-1344719	116,573	
Violence Against Women Formula Grant - Prosecutor (District Atty)	16.588	WF-1344720	11,235	
Child Abuse Investigator	16.738	DZ-2674104	46,876	
Total Passed-through the Office of the Governor Criminal Justice Division			467,961	
<b>Passed-through the City of Houston:</b>				
Internet Crimes Against Children Task Force Program: District Atty	16.543	2015-MC-FX-K046	64,835	
Internet Crimes Against Children Task Force Program: District Atty	16.543	2015-MC-FX-K046	21,386	
Total Passed-through the City of Houston			86,221	
<b>Total U.S. Department of Justice</b>			<b>\$ 620,126</b>	<b>\$</b>

FORT BEND COUNTY, TEXAS  
 SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)  
 For the year ended September 30, 2017

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures	Passed through to Subrecipients
<b>U.S. Department of Transportation</b>				
<b>Direct Programs:</b>				
<u>Federal Transit Cluster:</u>				
Section 5309 Urban Discretionary Transit	20.500	TX-04-0041	\$ 131,297	\$
Section 5307 Urban Public Transportation	20.507	TX-90-X968	1,007,792	
Section 5307 Urban Public Transportation	20.507	TX-90-Y026	866,418	
Section 5307 Urban Public Transportation	20.507	TX-90-Y120	414,750	
Section 5307 Urban Public Transportation	20.507	TX-2018-007	799,287	
Section 5307 Urban Public Transportation	20.507	TX-2018-003	690,844	
Total Federal Transit Cluster			3,910,388	
<u>Transit Services Programs Cluster:</u>				
<b>Direct Programs:</b>				
Section 5310 Elderly & Disabled Transportation Program	20.513	TX-2016-048	858,416	
Section 5310 Elderly & Disabled Transportation Program	20.513	TX-2017-083	294,355	
Total Direct Programs:			1,152,771	
<b>Passed-through Metropolitan Transit Authority of Harris County:</b>				
Section 5310 Elderly & Disabled Transportation Program	20.513	TX-16-0X25	41,636	
Section 5316 Job Access/Reverse Commute Federal Funds	20.516	TX-37-X059	606,395	
Total Passed-through Metropolitan Transit Authority of Harris County:			648,031	
Total Transit Services Programs Cluster			1,800,802	
<b>Passed-through Texas Department of Transportation:</b>				
Section 5311 State/Local Rural Public Transportation	20.509	RPT 1502 (11) 39	137,383	
Section 5311 State/Local Rural Public Transportation	20.509	RPT 1603 (11) 13	110,983	
Total Passed-through Texas Department of Transportation:			248,366	
<b>Passed-through Houston-Galveston Area Council:</b>				
<u>Highway Planning and Construction Cluster:</u>				
Texas Medical Commuter Service Expansion	20.205	TDOT.10.1112.02	6,355	
Texas Medical Commuter Service Expansion	20.205	TDOT.16.1113.02	72,363	
Total Highway Planning and Construction Cluster			78,718	
<b>Total U.S. Department of Transportation</b>				
			<b>6,038,274</b>	
<b>National Endowment for the Humanities - Institute of Museum and Library Services</b>				
<b>Passed-through the Texas State Library and Archives Commission</b>				
Interlibrary Loan Lends	45.310	LS-00-15-0044-15	4,756	
Total National Endowment for the Humanities - Institute of Museum and Library Services			<b>4,756</b>	
<b>U.S. Environmental Protection Agency</b>				
<b>Direct Program:</b>				
FY08 EPA STAG Grant (Congressionally Mandated Projects)	66.202	XP-00F30401	216,347	
Total U.S. Environmental Protection Agency			<b>\$ 216,347</b>	<b>\$</b>

**FORT BEND COUNTY, TEXAS**  
**SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)**  
For the year ended September 30, 2017

Federal Grantor/Pass-Through Grantor/Program Title	Federal CFDA Number	Pass-Through Entity Identifying Number	Federal Expenditures	Passed through to Subrecipients
<b>U.S. Department of Health &amp; Human Services</b>				
<b>Passed-through Texas Department of Family &amp; Protective Services:</b>				
<i>Foster Care Title IV-E FY '14 (Legal)</i>	93.658	23941775	\$ 124,274	
<i>Foster Care Title IV-E FY '14 (CWS)</i>	93.658	23941778	20,705	
Total Passed-through Texas Department of Family & Protective Services			144,979	
<b>Passed-through Texas Department of State Health Services:</b>				
<i>Public Health Emergency Preparedness (PHEP) (Hazards)</i>	93.069	2016-001130-01	250,571	
<i>Public Health Emergency Preparedness (PHEP) (Hazards)</i>	93.069	537-180117-00001	75,046	
<i>Public Health Emergency Preparedness - CRI - Cities Readiness Initiative</i>	93.069	2016-001133-01	88,152	
<i>Public Health Emergency Preparedness - CRI - Cities Readiness Initiative</i>	93.069	537-18-0187-00001	35,257	
<i>Tuberculosis Prevention &amp; Control - Federal</i>	93.116	2017-001385-01	75,701	
<i>Immunization Cooperative Agreement - Locals</i>	93.268	2016-001054-01	243,346	
<i>Immunization Cooperative Agreement - Locals</i>	93.268	537-18-0056-00001	19,008	
<i>Centers for Disease Control and Prevention - HIV/PREVF HIV-Prevention Services</i>	93.940	2016-004093-03	178,795	
Total Passed-through Texas Department of State Health Services			965,876	
<b>Passed-through Texas Health and Human Services Commission:</b>				
<b>Medicaid Cluster:</b>				
<i>Medical Assistance Program - Ambulance Services</i>	93.778	NPI 1457322885/TPI 086395301	2,051,000	
<i>Medical Assistance Program 1115 Waiver</i>	93.778	2967606-01	5,887,935	
Total Medicaid Cluster			7,938,935	
<b>Total U.S. Department of Health &amp; Human Services</b>				
			<b>9,049,790</b>	
<b>Executive Office of the President</b>				
<b>Direct Programs:</b>				
Office on National Drug Control Policy:				
High Intensity Drug Trafficking Areas (HIDTA) (Sheriff's Office)	95.001	G16HN0010A	949,728	
High Intensity Drug Trafficking Areas (HIDTA) (Sheriff's Office)	95.001	G17HN0010A	52,887	
Total Executive Office of the President			1,002,615	
<b>U.S. Department of Homeland Security</b>				
<b>Passed-through Texas Department of Public Safety - Division of Emergency Management:</b>				
<i>Emergency Management Performance Grant</i>	97.042	17TX-EMPG-0511	96,808	
<i>Pre-Disaster Mitigation</i>	97.047	PDMC-PL-06-TX-004	74,968	
Total Passed-through Texas Department of Public Safety - Division of Emergency Management			171,776	
<b>Passed-through the Office of the Governor Homeland Security Grants Division:</b>				
<i>Community Preparedness</i>	97.067	HS-2970901	79,580	
<i>Community Preparedness</i>	97.067	HS-2970902	170,577	
<i>Hazmat Sustainment/Enhancement</i>	97.067	HS-2971001	96,135	
<i>Hazmat Sustainment/Enhancement</i>	97.067	HS-2971002	5,324	
<i>Houston Regional Intelligence Service Center - Analyst</i>	97.067	HS-2971201	20,731	
<i>Houston Regional Intelligence Service Center - Analyst</i>	97.067	HS-2971202	56,260	
<i>Helicopter Equipment Upgrade</i>	97.067	HS-2971301	58,857	
<i>Collapse Search and Rescue</i>	97.067	HS-2971401	90,575	
<i>Collapse Search and Rescue</i>	97.067	HS-2971402	13,900	
<i>SWAT Sustainment/Enhancement</i>	97.067	HS-2971501	130,468	
<i>SWAT Sustainment/Enhancement</i>	97.067	HS-2971502	59,027	
<i>EOC Technology</i>	97.067	HS-2971701	4,000	
<i>EOC Technology</i>	97.067	HS-2971702	64,618	
<i>Regional Planners</i>	97.067	HS-2971801	55,683	
<i>Regional Planners</i>	97.067	HS-2971802	163,247	
<i>Regional Technology Sustainment (PIER)</i>	97.067	HS-2971901	143,944	
<i>Regional Technology Sustainment (PIER)</i>	97.067	HS-2971902	170,534	
<i>Management and Administration</i>	97.067	HS-2985401	27,117	
<i>Management and Administration</i>	97.067	HS-2985402	29,013	
<i>EOC PC Upgrade</i>	97.067	HS-3159701	34,278	
<i>EOC Needs Assessment</i>	97.067	HS-3160901	8,714	
<i>Disaster Cost Recovery</i>	97.067	HS-3161001	16,359	
Total Passed-through the Office of the Governor Homeland Security Grants Division:			1,498,941	
<b>Total U.S. Department of Homeland Security</b>				
			<b>1,670,717</b>	
<b>Total Expenditures of Federal Awards</b>			<b>\$ 21,433,431</b>	<b>\$ 658,977</b>

**FORT BEND COUNTY, TEXAS**  
**NOTES TO THE SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS**  
*For The Year Ended September 30, 2017*

**Note 1 - Basis of Presentation**

The accompanying schedule of expenditures of federal awards (the “Schedule”) includes the federal grant activity of Fort Bend County, Texas (the “County”) under programs of the federal government for the year ended September 30, 2017. The information in this Schedule is presented in accordance with the requirements of Office of Management and Budget (OMB) *Uniform Guidance*. Because the Schedule presents only a selected portion of the operations of the County, it is not intended to and does not present the financial position, changes in net position or cash flows of the County.

**Note 2 - Summary of Significant Accounting Policies**

The County accounts for all federal awards under programs of the federal government in the General and Special Revenue Funds. These programs are accounted for using a current financial resources measurement focus. With this measurement focus, only current assets and current liabilities are generally included on the balance sheet. Operating statements of these funds present increases (i.e. revenues and other financing sources) and decreases (i.e. expenditures and other financing uses) in net current assets.

The modified accrual basis of accounting is used for these funds. This basis of accounting recognizes revenues in the accounting period in which they become susceptible to accrual, i.e. both measurable and available, and expenditures in the accounting period in which the liability is incurred, if measurable, except for certain compensated absences and claims and judgments, which are recognized when the obligations are expected to be liquidated with expendable available financial resources.

Federal grant funds for governmental funds are considered to be earned to the extent of expenditures made under the provisions of the grant. When such funds are advanced to the County, they are recorded as unearned revenues until earned. Otherwise, federal grant funds are received on a reimbursement basis from the respective federal program agencies. Generally, unused balances are returned to the grantor at the close of specified project periods. The County has elected not to use the 10 percent de minimis indirect cost rate allowed under the *Uniform Guidance*.

**FORT BEND COUNTY, TEXAS**  
***SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS***  
***For The Year Ended September 30, 2017***

Federal regulations, Title 2 U.S. Code of Federal Regulations Section 200.511 states, “The auditee is responsible for follow-up and corrective action on all audit findings. As part of this responsibility, the auditee must prepare a summary schedule of prior audit findings.” The summary schedule of prior audit findings must report the status of the following:

- All audit findings included in the prior audit’s schedule of findings and questioned costs and
- All audit findings reported in the prior audit’s summary schedule of prior audit findings except audit findings listed as corrected.

**I. Prior Audit Findings**

None reported

**FORT BEND COUNTY, TEXAS**

***CORRECTIVE ACTION PLAN***

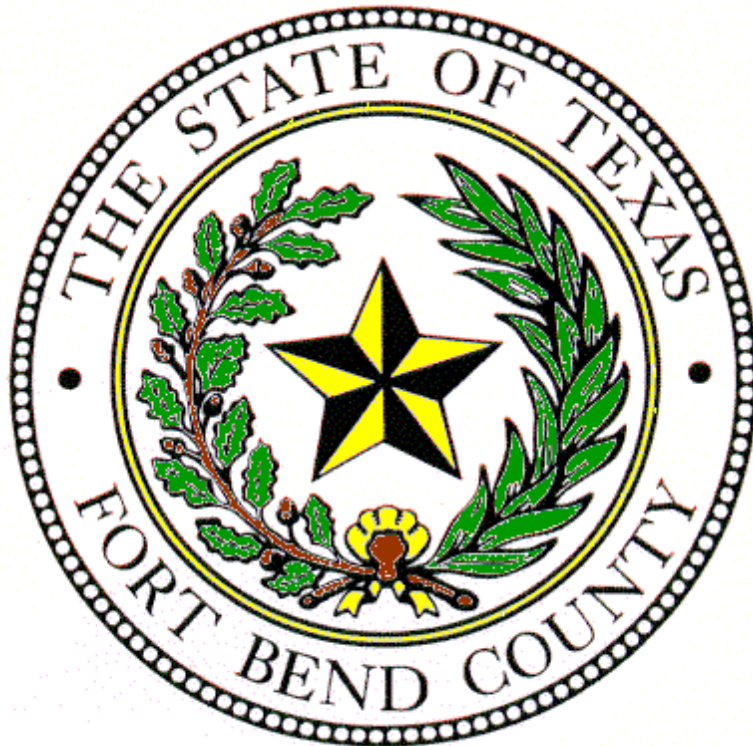
***For The Year Ended September 30, 2017***

Federal regulations, Title 2 U.S. Code of Federal Regulations §200.511 states, “At the completion of the audit, the auditee must prepare, in a document separate from the auditor's findings described in §200.516 Audit findings, a corrective action plan to address each audit finding included in the current year auditor's reports.”

**I. Corrective Action Plan**

Not applicable

# ***FORT BEND COUNTY PURCHASING DEPARTMENT***



## ***PURCHASING MANUAL***

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## **FORWARD**

### **THE COUNTY PURCHASING AGENT HAS A TWO-FOLD MISSION:**

To work in concert with the County Auditor as part of the system of checks and balances to ensure the proper expenditure of taxpayer's dollars.

To develop policies and procedures to ensure the proper, prompt and responsive purchase of all supplies, materials, equipment, and services required or used, and to contract for all repairs to property used by the County or employees of the County, and to implement such policies and procedures in the operation of his office.

This manual explains the policies and procedures to be followed in the implementation of the duties of the County Purchasing Agent.

## **1.0 RELATIONSHIPS:**

### **1.1 Relationship of the County Purchasing Agent and County Elected Officials and Department Heads:**

1.1.1 The County Purchasing Agent directs the activities of the County Purchasing Department, a service organization representing the procurement requirements of each County Office/Department. To successfully represent the best interest of the County, it is essential to have a strong working relationship with all County Offices/Departments. The intent of this section is to guide and assist in identifying the responsibilities and obligations required in the procurement process.

1.1.2 Hereinafter, the following apply:

County Purchasing Department will be referred to as "Purchasing".

County Office/Departments will be referred to as "Office".

Fort Bend County, Texas will be referred to as "County".

### **1.2 Relationship with vendor's representative:**

1.2.1 The buyer-seller relationship is one of mutuality. The responsibility of establishing and maintaining a professional relationship between the County and its suppliers lies with Purchasing. For this reason, it is imperative that Purchasing be made aware of all proposed transactions involving the County.

1.2.2 It is the responsibility of Purchasing to represent County Offices in the purchasing process. This includes the contact normally associated with sales calls. By observing the policies and procedures outlined in this manual the time of both the County and its suppliers will be maximized.

1.2.3 The relationship between the Purchasing and vendor representatives will be as follows:

1.2.3.1 Representatives of vendors will be received by Purchasing promptly and courteously with scheduled appointment.

1.2.3.2 All correspondence with suppliers will originate in Purchasing. Should an Office find it necessary to correspond with a vendor for any reason, a copy of the correspondence should be sent to Purchasing.

1.2.3.3 All Offices must keep themselves free from the image of conflict of interest by not accepting favors, gifts or entertainment offered by any supplier of the County.

## **2.0 RESPONSIBILITIES:**

### **2.1 PURCHASING AGENT: The County Purchasing Agent is responsible for:**

2.1.1 Assisting all Offices in meeting their needs for operating equipment,

supplies, materials, and services.

2.1.2 Acquainting with, and endeavoring to know, the needs of all the Offices of the County.

2.1.3 Securing products that meet the requirements of the Office at the lowest and best price to the County.

2.1.4 Knowing the sources and availability of needed products.

2.2 REQUISITIONER: The Requisitioner is responsible for:

2.2.1 Allowing Purchasing sufficient time to shop each requisition submitted, select the vendor, place the order and allow the vendor to make delivery.

2.2.2 Preparing detailed specifications.

2.2.3 Supplying in advance, as requested, a list of anticipated purchases.

2.2.4 Notifying Purchasing of any abnormal or unusual demands.

2.2.5 Under no circumstances, obligating the County.

2.2.6 Participating in avoiding illegal purchases.

2.2.7 Providing Purchasing with a complete, clear, concise description of the item(s) or service(s) requested to ensure each requisitioner receives proper item(s) or service(s).

### **3.0 THE PURCHASING POLICY:**

3.1 The County Purchasing Agent shall purchase all supplies, materials and equipment required or used, and contract for all repairs to property used, by the County or a subdivision, officer, or employee of the County, except purchases and contracts required by law to be made on competitive solicitation. A person other than the County Purchasing Agent may not make the purchase of the supplies, materials or equipment or make the contract for repairs (§262.011(d) Texas Local Government Code).

3.2 The County Purchasing Agent shall supervise all purchases made on competitive solicitation and shall see to it that all purchased supplies, materials, and equipment are delivered to the proper county officer or department in accordance with the purchase contract (§262.011(e) Texas Local Government Code).

3.3 A purchase made by the County Purchasing Agent shall be paid for by an electronic transfer, check, or warrant drawn by the County Auditor on funds in the county treasury in the manner provided by law. The County Auditor may not draw and the County Treasurer may not honor a warrant for a purchase unless the purchase is made by the County Purchasing Agent or on competitive solicitation as provided by law (§262.011(f) Texas Local Government Code).

- 3.4 All purchases will be of a quality suitable for the purpose intended at the best value possible to the County.
- 3.5 All purchases require the use of a requisition from the requesting Office.
- 3.6 Purchase Orders will be prepared and issued only by the County Purchasing Agent.
- 3.7 It is a punishable offense for any person other than the County Purchasing Agent to make purchases or enter into contracts.
- 3.8 Selection of vendor on non-bid purchases rests exclusively with the County Purchasing Agent. The County Purchasing Agent has neither the duty, power, authority, nor desire to determine whether or not a purchase should be made; his authority extends only to selection of vendor. This duty is zealously guarded.
- 3.9 No purchase order will be issued after the fact. There are two reasons for this policy:
  - 3.9.1 The Texas Local Government Code is clear on the point that the County Purchasing Agent makes all purchases (except those made on competitive solicitation).
  - 3.9.2 Should the County Purchasing Agent issue a purchase order, after a County employee has already made the purchase, dual deliveries may result.

#### **4.0 THE REQUISITION:**

- 4.1 The purpose of a Requisition is to inform Purchasing of the needs of the requesting Office, and to correctly identify the material requested.
- 4.2 A Requisition is required for all purchases regardless of dollar value, except those purchases made by procurement card (see Annex A).
- 4.3 The Requisition must be prepared far enough in advance of the required delivery date to enable Purchasing to perform his duties, and to allow time for delivery by the vendor.
- 4.4 The elected official/department head, or duly authorized person within the Office prepares the on-line requisition.
- 4.5 On-line requisitions must contain all required data, as follows:
  - 4.5.1 Complete description of desired item(s)
  - 4.5.2 Quantity of desired item(s)
  - 4.5.3 Unit of measure
  - 4.5.4 Delivery date

- 4.5.5 Suggested vendor
- 4.5.6 Ship to address
- 4.5.7 Funding source
- 4.5.8 Estimated unit cost
- 4.5.9 Commodity code
- 4.5.10 Fixed asset category (if applicable)
- 4.6 When possible please refer Purchasing to a particular vendor whose product has been used previously and has been found to be satisfactory. The vendor suggested will be contacted by Purchasing.
- 4.7 If a trade-in is involved, requisitions must show the County tag number, serial number, make, model and any other pertinent information of the equipment to be traded.

## **5.0 PURCHASE ORDERS:**

### **5.1 THE ROUTINE PURCHASE ORDER:**

- 5.1.1 The Purchase Order is the sellers' authorization to invoice and deliver the equipment, materials, supplies or service specified. All Purchase Orders will be written concisely and clearly to avoid misunderstandings and unnecessary correspondence with vendors.
- 5.1.2 The Purchase Order will be issued by the County Purchasing Agent only. The using Office will submit all requisitions to Purchasing and will not enter into negotiations with any vendor for the purchase of equipment, materials, supplies or services except as outlined in the "Expedited Purchase Order" procedure (see section 5.3) or Procurement Card policy (see Annex A). Purchasing will transmit all Purchase Orders to the vendor.

### **5.2 THE BLANKET PURCHASE ORDERS:**

- 5.2.1 The Blanket Purchase Order (sometimes referred to as an open purchase order) is a cost cutting tool used in the more advanced purchasing departments throughout Texas and the remaining United States. The Blanket P.O. is used to reduce time, reaction time, effort, and paperwork; it is not, however designed as a means to circumvent the competitive pricing system employed in sound purchasing departments.
- 5.2.2 Blanket Purchase Orders are appropriate in the following situations:
  - 5.2.2.1 When the vendor and price of the desired item is set by competitive bid or contract and various quantities may be needed during the period of the contract.

5.2.2.2 As determined by Purchasing, for specific products or services with established vendors (i.e. Utilities, equipment repairs, etc.).

5.2.2.3 Equipment rental when length of rental period is unknown. Total must not exceed \$50,000 (bid limit).

5.2.2.4 When a remodeling project is planned and the logical material suppliers are known but the purchase of all required materials at one time would be impractical.

5.2.2.5 At the discretion of the County Purchasing Agent when to do so would be in the best interest of the County.

5.2.3 Blanket Purchase Orders are inappropriate for the following:

5.2.3.1 "Going Shopping". The taxpayers of the County deserve the best planning of which we are capable. The rationale that "I have \$200.00 left and I need a blanket purchase order to XYZ Supply Company to use it up" is contrary to the trust placed in each of us.

5.2.3.2 "Just in Case". Requesting Blanket Purchase Orders to a number of vendors on a regular basis "just in case we may need them" is a direct reflection on the planning capabilities of the end user. Moreover, with the encumbrance system in place each Blanket Purchase Order withdraws the appropriate amount of money from the appropriate line item and places it in escrow pending payment to the vendor.

5.2.4 Blanket Purchase Orders must be requisitioned as with any other purchase and must contain the same information listed in 4.5 above.

5.2.5 When a Blanket Purchase Order is issued to an Office it will be the responsibility of that Office to keep a running total of their purchases. Payment for purchases in excess of the amount authorized by the Purchase Order will be the responsibility of the offending office.

### 5.3 THE EXPEDITED PURCHASE ORDER

5.3.1 The Expedited Purchase Order is used to lessen the downtime of equipment when idleness of that equipment would result in unnecessary hardship or expense to the County. An Expedited Purchase Order may also be used for extreme emergency cases involving public health, safety, or welfare.

5.3.2 Expedited Purchase Orders must be requisitioned as with any other purchase and must contain the same information listed in 4.5 above. The using Office will notify Purchasing of the nature of the urgency, and requesting a Purchase Order number. As deemed appropriate by Purchasing a Purchase Order number will be issued. The Office will give this number to the vendor and secure an invoice for the material. The

Office will then forward the invoice to the County Auditor for processing. Ensure that the appropriate purchase order number is on the face of the invoice(s) submitted.

- 5.3.3 When an emergency arises during a time when Purchasing is closed, the Office will use the same procedure as above, except the Purchase Order number cannot be obtained and cannot be given to the supplier at the time of purchase. Contact Purchasing the next working day to obtain a purchase order.

5.4 EXCEPTIONS THAT REQUIRE NO PURCHASE ORDER:

- 5.4.1 Payments to government entities for fees, fines and taxes (IRS, Cities, Counties, State Agencies).
- 5.4.2 Court ordered expenditures by County Court at Law or District Courts related to official court activities.
- 5.4.3 Public Assistance payments (Social Services, Indigent Health, Community Development).
- 5.4.4 Deposit Refunds (Rentals).
- 5.4.5 EMS Overpayment Refunds.
- 5.4.6 Employee Reimbursements for business travel.
- 5.4.7 Bond payments related to the issuance of bonds.
- 5.4.8 Worthless Check and Commissary Funds.
- 5.4.9 Component Units – Toll Road, Flood Control, Industrial Development but not Drainage District.
- 5.4.10 Payroll Related distributions.
- 5.4.11 Internal Service fund payments.
- 5.4.12 Payments to jurors.
- 5.4.13 Fee Officer and Non-Fee Officer Distributions (Co. Clerk, District Clerk, JPs, Sheriff, Constables).
- 5.4.14 Replenishment of missing funds pursuant to audit findings.
- 5.4.15 Petty Cash and Change Fund allocations.
- 5.4.16 Payments on credit accounts.
- 5.4.17 Child Protective Service Payments.

5.4.18 Any specific funds expressly stated by law excluding the requirement of a purchase order.

5.5 VARIANCES:

Any request for a variance, prior to the expenditure, must be submitted to the County Attorney to issue an opinion on whether the variance can be allowed by Commissioners Court.

**6.0 PROCUREMENT CARD PURCHASE:**

See Annex A

**7.0 INVOICES:**

7.1 The invoice is an itemized statement of merchandise delivered or services rendered and is a guide for the County in settling financial obligations incurred. Invoices are based upon Purchase Orders and therefore should contain the same information.

7.2 Information an invoice should contain:

7.2.1 The Purchase Order number.

7.2.2 An itemized list of merchandise received or services rendered.

7.2.3 The prices, terms, quantities, and other pertinent information on the Purchase Order.

7.2.4 Charges for delivery, freight, etc., must be listed separately if listed separately on Purchase Order.

**8.0 INSPECTING, TESTING AND RECEIVING:**

8.1 All equipment, materials and supplies received will be inspected by an Office to determine whether or not they conform to the specifications set forth in the Purchase Order or contract. This requirement will be delegated by the elected official/department head to personnel qualified to perform such inspections.

8.2 Upon receipt of merchandise, and after inspection and testing, the Office will create a receiver online through financial system.

8.3 If the Office refuses to accept the merchandise because of a failure to meet the specifications, they will immediately contact Purchasing, and state their reasons for withholding acceptance. Purchasing will then take immediate action to compel replacement by the vendor, cancel the order, or otherwise take action to supply the Office with the needed merchandise.

8.4 If for any reason only partial shipments are received, Purchasing should be notified immediately. Purchasing will then contact the supplier to determine the reason for delay and the date of delivery of the balance of the order.

- 8.5 If an instance arises requiring outside testing laboratories to be utilized, the necessary arrangements will be made by Purchasing. Payment for testing will normally be made from the Office's Fees & Services budget line; however, if the test reveals non-spec materials have been supplied, the vendor will pay for the testing or face possible disqualification from future bidding.

**9.0 THE COMPETITIVE SOLICITATION PROCESS:**

- 9.1 Statutorily Purchasing is not the responsible agency to conduct the competitive solicitation process; however, it is the desire of Commissioners Court, approved by the Purchasing Agent Appointment Board, that the County Purchasing Agent be the chief coordinator and operator of the solicitation system. The County Purchasing Agent takes no exception to this duty.

- 9.2 Purchasing shall:

9.2.1 Seek Commissioners Court authorization to advertise for sealed competitive bids, requests for proposals, statements of qualification, with the Office present should any Court member have questions or comments.

9.2.2 Prepare, with technical assistance from the responsible Office, the solicitation.

9.2.3 As deemed appropriate, submit specifications to Commissioners Court for approval.

9.2.4 Advertise as required by law.

9.2.5. Post solicitation packages on website and notify potential vendors.

9.2.6 Open the responses on the proper date at the indicated time.

9.2.7 Prepare analysis of responses to include cost and price analysis

9.2.8 Consult with requesting Office when deemed necessary and submit recommendations and analysis to Commissioners Court.

9.2.9 In concert with the County Attorney prepare contracts as required.

9.2.10 Obtain signed contract from successful vendor.

9.2.11 Advise requesting Office when the above has been completed.

9.2.12 Present to Commissioners Court for approval.

9.2.13 Obtain performance and payment bonds, if required in solicitation.

9.2.14 Issue the Purchase Order.

- 9.3 Any solicitations utilizing Federal Transit Administration (FTA) funds shall follow the process as approved in the most current “Fort Bend County Guidelines for FTA Funded Procurements”.
- 9.4 Any solicitations utilizing Federal funds other than FTA shall follow the process detailed in Section 9.2 above and all requirements as stated in 2 CFR 200 to include but limited to the following:
- 9.4.1 § 200.318 General procurement standards. (a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this section.(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the performance of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent must participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity. (2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. (d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.(f) The non-Federal entity

is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost. (h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. (i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price. (j)(1) The non-Federal entity may use time and material type contracts only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and material type contract means a contract whose cost to a non-Federal entity is the sum of:(i) The actual cost of materials; and(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit. (2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls. (k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

- 9.4.2 § 200.319 Competition. (a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, and invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:(1) Placing unreasonable requirements on firms in order for them to qualify to do business;(2) Requiring unnecessary experience and excessive bonding;(3) Noncompetitive pricing practices between firms or between affiliated

companies;(4) Noncompetitive contracts to consultants that are on retainer contracts;(5) Organizational conflicts of interest;(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and(7) Any arbitrary action in the procurement process.(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract. (c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and (2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals. (d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

- 9.4.3 § 200.320 Methods of procurement to be followed. The non-Federal entity must use one of the following methods of procurement. (a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed \$3,000 (or \$2,000 in the case of acquisitions for construction subject to the Davis-Bacon Act). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable. (b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified

sources. (c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.(1) In order for sealed bidding to be feasible, the following conditions should be present:(i) A complete, adequate, and realistic specification or purchase description is available;(ii) Two or more responsible bidders are willing and able to compete effectively for the business; and(iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.(2) If sealed bids are used, the following requirements apply:(i) The invitation for bids will be publicly advertised and bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids;(ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;(iii) All bids will be publicly opened at the time and place prescribed in the invitation for bids;(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and(v) Any or all bids may be rejected if there is a sound documented reason. (d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply: (1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;(2) Proposals must be solicited from an adequate number of qualified sources;(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort. (e) [Reserved](f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:(1) The item is available only from a

single source;(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or(4) After solicitation of a number of sources, competition is determined inadequate.

9.4.4. § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

9.4.5 § 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

9.4.6 § 200.323 Contract cost and price. (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor,

the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles. (d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

- 9.4.7 § 200.324 Federal awarding agency or pass-through entity review. (a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis; (2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in

compliance with these requirements and have its system available for review.

9.4.8 § 200.325 Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified. (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract. (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

9.4.9 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II, Required Contract Clauses:

Requirements under the Uniform Rules. A non-Federal entity's contracts must contain the applicable contract clauses described in Appendix II to the Uniform Rules (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. § 200.326. For some of the required clauses we have included sample language or a reference a non-Federal entity can go to in order to find sample language. Please be aware that this is sample language only and that the non-Federal entity alone is responsible ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II. We do not include sample language for certain required clauses (remedies, termination for cause and convenience, changes) as these must necessarily be written based on the non-Federal entity's own procedures in that area.

1. Remedies.

a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.

b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

2. Termination for Cause and Convenience.

a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60-1.4(b), in accordance with Executive Order 11246, Equal Employment Opportunity (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

b. Key Definitions.

(1) Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

(2) Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race,

color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence

immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the contractor may request the United States to enter into such litigation to protect the interests of the United States.”

4. Davis Bacon Act and Copeland Anti-Kickback Act.

a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. It does not apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.

b. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

c. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors’ must be required to pay wages not less than once a week.

d. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

e. In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. §3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland AntiKickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of

public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

f. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland “Anti-Kickback Act.” However, for purposes of grant programs where both clauses do apply, FEMA requires the following contract clause:

“Compliance with the Copeland “Anti-Kickback” Act.

(1) Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

(2) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(3) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.”

#### 5. Contract Work Hours and Safety Standards Act.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

c. Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

d. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements

do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

e. The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

“Compliance with the Contract Work Hours and Safety Standards Act”

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this

section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

a. Stafford Act Disaster Grants. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

b. If the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA. See 2 C.F.R. Part 200, Appendix II, ¶ F.

c. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. Clean Air Act and the Federal Water Pollution Control Act. Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.

a. The following provides a sample contract clause concerning compliance for contracts of amounts in excess of \$150,000:

“Clean Air Act”

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

“Federal Water Pollution Control Act”

(1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(2) The contractor agrees to report each violation to the (name of the state agency or local or Indian tribal government) and understands and agrees that the (name of the state agency or local or Indian tribal government) will, in turn, report each violation as required to assure notification to the (name of recipient), Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

(3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.”

8. Debarment and Suspension.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Non-federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security’s regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

c. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Procurement Guidance for Recipients and Subrecipients Under 2 C.F.R. Part 200 (Uniform Rules): Supplement to the Public Assistance Procurement Disaster Assistance Team (PDAT) Field Manual Chapter IV, ¶ 6.d, and Appendix C, ¶ 2 [hereinafter PDAT Supplement]. A contract award must not be made to parties listed

in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at [www.sam.gov](http://www.sam.gov). See 2 C.F.R. § 180.530; PDAT Supplement, Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

d. In general, an “excluded” party cannot receive a Federal grant award or a contract within the meaning of a “covered transaction,” to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a “covered transaction,” which is any nonprocurement transaction (unless excepted) at either a “primary” or “secondary” tier. Although “covered transactions” do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS’s implementing regulations, it does include some contracts awarded by recipients and subrecipient.

e. Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
- (2) The contract requires the approval of FEMA, regardless of amount.
- (3) The contract is for federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of \$25,000.

d. The following provides a debarment and suspension clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified:

#### “Suspension and Debarment

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal

Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. Byrd Anti-Lobbying Amendment.

a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; PDAT Supplement, Chapter IV, 6.c; Appendix C, ¶ 4.

c. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See PDAT Supplement, Chapter IV, ¶ 6.c and Appendix C, ¶ 4.

d. The following provides a Byrd Anti-Lobbying contract clause: “Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.”

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, 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 an 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 (as amended by the Lobbying Disclosure Act of 1995). 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.

The Contractor, \_\_\_\_\_ certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Procurement of Recovered Materials.

- a. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.

b. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; PDAT Supplement, Chapter V, ¶ 7.

c. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

d. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.”

#### 11. Additional FEMA Requirements.

a. The Uniform Rules authorize FEMA to require additional provisions for nonfederal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

b. Changes. To be eligible for FEMA assistance under the non-Federal entity’s FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

c. Access to Records. All non-Federal entities must place into their contracts a provision that all contractors and their successors,

transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

d. The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide (insert name of state agency or local or Indian tribal government), (insert name of recipient), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

## 12. DHS Seal, Logo, and Flags.

a. All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. See DHS Standard Terms and Conditions, v 3.0, ¶ XXV (2013).

b. The following provides a contract clause regarding DHS Seal, Logo, and Flags: “The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.”

## 13. Compliance with Federal Law, Regulations, and Executive Orders.

a. All non-Federal entities must place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

b. The following provides a contract clause regarding Compliance with Federal Law, Regulations, and Executive Orders: “This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The contractor will comply will all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.”

14. No Obligation by Federal Government.

a. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. The following provides a contract clause regarding no obligation by the Federal Government: “The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.”

15. Program Fraud and False or Fraudulent Statements or Related Acts.

a. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. The following provides a contract clause regarding Fraud and False or Fraudulent or Related Acts: “The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor’s actions pertaining to this contract.”

9.4.10 Procedures for Federal purchases follows Section 9.2 in addition Purchasing obtains an Independent Cost Estimate (ICE) from the requesting department and solicitation must include any and all required Federal clauses and language.

**10.0 AUDIT SERVICES:**

The Purchasing Department will solicit for professional audit services in accordance with the U.S. General Accounting Office’s (GAO) *Government Auditing Standards*, the provisions of the federal Single Audit Act of 1984, and U.S. Office of Management and Budget (OMB) Circular A-133, *Audits of State and Local Governments*. Agreement will be for a three (3) year term with an optional two-year extension.

**11.0 STANDARDS OF CONDUCT AND CONFLICT OF INTEREST:**

This section defines responsibility to identify and prevent a real or apparent conflict of interest.

11.1 Conflict of Interest: In order to promote governmental integrity and to guard against even the appearance of impropriety, all County employees engaged in any vendor-related activity shall comply with the following standards of ethical conduct:

11.1.1 County employees shall discharge their duties impartially so as to assure fair access to governmental procurement by responsible vendors and service providers and to foster public confidence in the integrity of the County procurement system.

11.1.2 County employees shall not solicit, demand, accept or agree to accept a

gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement, specification, standard or contract.

11.1.3 The following groups shall not participate in or attempt to use their official position to influence any purchasing decisions in which they or persons related to them have a financial interest:

11.1.3.1 The employee, officer, or agent

11.1.3.2 Any member of his/her immediate family

11.1.3.3 His or her partner, or

11.1.3.4 An organization that employs, or is about to employ, any of the above.

11.1.4 In cases where there may be a benefit, either direct or indirect, there is a responsibility to report in writing such benefit to the County. If anyone fails to report such benefit, he or she may be subject to disciplinary proceedings deemed appropriate by the County, as may be permitted by law.

11.2 Gratuities, Kickbacks, and Contingent Fees: No member of the groups listed in item (10.1.3) above shall solicit, demand or accept from any person, contractor, potential contractor, or potential subcontractors, any gifts that have an aggregate value of more than \$100 in the preceding 12-month period. Exception: Food accepted as a guest of a vendor. Anyone failing to adhere to the above may be subject to disciplinary proceedings deemed appropriate by the County, as may be permitted by law.

11.3 Confidential Information: No member of the groups listed in item (10.1.3) above shall use confidential information for his or her actual or anticipated personal gain, or the actual or anticipated personal gain of any other person related to them by blood, marriage, or by common commercial or financial interest. Anyone failing to adhere to the above may be subject to any disciplinary proceeding deemed appropriate by the County, including possible dismissal, as may be permitted by law.

11.4 Organizational Conflict of Interest: Each entity that enters into a contract with the County is required, prior to entering into such contract, to inform the County of any real or apparent organizational conflict of interest. Such organizational conflicts of interest exist when the nature of the work to be performed under a contract may, without some restriction on future activities, result in an unfair competitive advantage to the contractor, or may impact the contractor's objectivity in performing the contract work.

11.5 In the case of any illegal acts or irregularities utilizing Housing and Urban Development (HUD) funds, Federal Transportation Administration (FTA) funds, Texas Department of Transportation (TxDOT) funds or any other federal agency funds the Purchasing Department will immediately notify that agency in writing

with a full detailed explanation.

## **12.0 CREDIT APPLICATIONS:**

All credit applications will be completed by Purchasing.

## **13.0 DEBARMENT:**

Purchasing shall ensure to the best of its knowledge and belief that none of its purchases involve contractors debarred, suspended, ineligible, or voluntarily excluded from participation in federally assisted transactions or procurements.

## **14.0 PROTEST PROCEDURE:**

Any vendor objecting to an award recommendation must contact the Purchasing Agent in writing on company letterhead with the vendor's contact information prior to award.

14.1 The written formal protest must contain a minimum of the following:

- Identification number of the solicitation.
- A specific identification of the statutory or regulatory provision(s) that the Purchasing staff member or department is alleged to have violated.
- A specific description of each act alleged to have violated the statutory or regulatory provision(s) identified above
- A precise statement of the relevant facts that include time lines and all involved parties.
- An identification of the issue or issues that need to be resolved that support the protest.

14.2 The Purchasing Agent shall:

- Gather information and prepare documentation outlining the County's process.
- Determine to contact the County Attorney's Office concerning the protest, if necessary.
- Issue a written decision which states the reasons for the action taken and send to the aggrieved vendor.

A decision shall be final and conclusive, unless otherwise directed by Court Order.

## **15.0 STATE LAW REQUIREMENTS FOR CONTRACTS:**

The contents of this section are required by Texas Law and are included by FBC regardless of content.

15.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.

15.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas

Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

## **16.0 TRAINING:**

Purchasing Department conducts in-house training quarterly to cover requisitions, purchase orders, contracts, insurance, bonds, federally funded procurements, etc. On an ongoing basis, Purchasing offers training classes for all County department for the financial software.

## **17.0 FIXED ASSET POLICY AND PROCEDURES:**

### **17.1 RESPONSIBILITIES FOR ASSET PROCUREMENT AND DOCUMENTATION:**

- 17.1.1 Definition: "Fixed Asset" includes County personal property that falls under the "Capital Asset" definition as well as all "Tracking Assets".
- 17.1.2 Definition: "Capital Asset" is any real or personal property that has a value of \$10,000 or more and an estimated useful life of at least two (2) years.
- 17.1.3 Definition: "Tracking Asset" is any tangible personal property that has a value of \$5,000 or more, but under the capitalization threshold of \$10,000 that the County has established the need to track the security and use of. These assets include, but are not limited to office equipment, computers, furniture, and road equipment. Tasers and weapons will be tracked regardless of value.
- 17.1.4 Definition: "Betterment" includes all costs incurred during the year of acquisition that are components that make the equipment operate as one unit. Any such component costs that are incurred in subsequent years will be added to the existing equipment only if the component cost is \$10,000 or more and the additional costs improve or extend the functionality of the equipment. Betterments exclude repairs and replacement parts, which restore an asset to regular functioning status.
- 17.1.5 Definition: "Vehicle Betterment" includes equipment purchased with an individual value of \$5,000 or more that is affixed to the vehicle at the time of purchase for a permanent use and improves or extends the vehicle's functionality beyond its' original state (examples: light bars, radios, radars, MDT's, video systems, etc.). The individual values of the additional equipment will need to be added to the unit cost of the vehicle for a complete asset value of that vehicle. Any parts or services under \$5,000 added to the vehicle (examples: consoles, partitions, storage boxes, window tinting, decals, etc.) will not be added to the value of the vehicle.

- 17.1.6 The County Purchasing Agent is the person responsible for the acquisition, tagging, inventory, and disposal of all County fixed assets and surplus property working with the County Auditor to ensure the correctness of all records and reports as reflected on the County's general ledger relating to general fixed assets of the County, in accordance with laws of the State of Texas (§ 262.011(i) Texas Local Government Code) and instructions of the Commissioners' Court.
- 17.1.7 The County Auditor is the person responsible for maintenance of property records. All transactions having to do with fixed assets of the County must flow through the County Auditor who is responsible for monitoring and maintaining fixed assets records. County Auditor will supply County Offices with all necessary forms and information concerning the transfer and accountability of fixed assets assigned to the various County Offices.

## **17.2 FIXED ASSET PURCHASE PROCEDURES:**

- 17.2.1 When an Office generates a request for an item that qualifies as a fixed asset the Office must select proper fixed asset category code resulting in automatic notification to the County Auditor. This process introduces the asset into the fixed assets records.
- 17.2.2 The County Auditor initiates an Inventory Action Notice for Tag Number form. An asset barcode number is assigned, printed and affixed to the form.
- 17.2.3 The County Auditor makes a copy of the Inventory Action Notice for Tag Number form and forwards to the ordering department. The County Auditor sends the original form with the barcode tag to Purchasing.
- 17.2.4 Purchasing receives the Inventory Action Notice.
- 17.2.5 Office receives a copy of the Inventory Action Notice from the County Auditor. This alerts the Office of their responsibility to notify Purchasing when the new asset arrives.
- 17.2.6 Purchasing monitors expected delivery dates by reviewing purchase orders on file and by periodic contact with the ordering Office.
- 17.2.7 When the new asset arrives at the ordering Office, the Office is responsible for contacting Purchasing to schedule asset tagging.
- 17.2.8 On the scheduled date, Purchasing arrives at the ordering Office, and identifies the asset to determine whether the asset meets specifications. Once specifications are verified, Purchasing will affix the assigned barcode tag to the asset, and complete the original Inventory Action Notice. A representative of the Office

signs the Inventory Action Notice thus accepting responsibility for the new asset.

17.2.9 The Inventory Action Notice is completed and executed. Copy is sent to Purchasing, copy is retained by originating Office and original sent to the Auditor.

17.2.10 County Auditor updates fixed asset database.

### **17.3 INVENTORY OF FIXED ASSETS:**

17.3.1 100% physical inventory of all fixed assets will be conducted annually under the supervision of the County Purchasing Agent. The purpose of the inventory is to verify the accuracy of the fixed assets records.

17.3.2 Prior to the start of the annual inventory, Purchasing will decide the inventory schedule for the next inventory cycle. Dates are assigned for each Office. After the schedule is established, Purchasing will send notification to each Office with their assigned date. Two (2) weeks prior to the Office's scheduled date, the County Auditor will forward their current inventory with instruction to review by a predetermined date. The Offices are to forward all corrections to the County Auditor to update the database prior to the start of their physical inventory.

17.3.3 Following the database updates by the County Auditor, Purchasing will go through the Office conducting a physical inventory, scanning each asset with a barcode scanner. Scanning with the barcode reader ensures the identification and accuracy of the inventory based on all fixed assets identified in the County Auditor's fixed asset property records. Any corrections identified during the physical inventory process will be sent to the County Auditor to update the database.

17.3.4 If during the inventory there are items in the Office, which are not listed on the Office's inventory, those items will be documented and turned in with the inventory to the County Auditor so that the assets may be added to the inventory records.

17.3.5 Immediately following the physical search, the barcode scanner data is downloaded into the fixed asset property records by Purchasing and is acknowledged by the County Auditor. All assets that have been located are acknowledged within the system and those not located are identified. The County Auditor will update all records and create a list of missing assets. The list is provided to Purchasing who in turn forwards to the Office. A one-week deadline is established for locating unaccounted items.

17.3.6 The Office is required to account for the missing assets within one week of receiving the list and forward their findings to Purchasing

for verification. Purchasing will return to the Office to physically verify the item(s) located. Any outstanding assets will be reported to the County Auditor for action.

- 17.3.7 The County Auditor will give the Office a one-week period for explanation of the missing asset. After this time frame, the unaccounted for assets will be presented to Commissioner's Court for their action.
- 17.3.8 Commissioner's Court will be provided with a full detailed report of the missing asset(s). This report will include the original purchase price, the acquired date, and the depreciated value of the asset(s) to current date, etc. At the discretion of the Commissioner's Court, the elected official/department head may be required to reimburse the County for the missing asset(s).
- 17.3.9 When the inventory is completed, the elected official/department head will sign a final copy of their inventory printout denoting their acceptance of the findings on the inventory.
- 17.3.10 A final inventory of all County property will be provided to each member of the Purchasing Agent Appointment Board and the County Auditor on July 1<sup>st</sup> of each year.

#### **17.4 FIXED ASSET DISPOSAL AND TRANSFER PROCEDURES:**

- 17.4.1 Definition: "Salvage property" means personal property, other than items routinely discarded as waste that because of use, time, accident, or other cause is so worn, damaged, or obsolete that it has no value for the purpose for which it was originally intended.
- 17.4.2 Definition: "Surplus property" means personal property that: Is not salvage property or items routinely discarded as waste; Is not currently needed by it's owner; Is not required for the owner's foreseeable needs; and Possesses some usefulness for the purpose for which it was intended.
- 17.4.3 Definition: "Redistribution" means to prevent unnecessary purchases, the County Purchasing Agent, with the approval of Commissioners Court, shall transfer County supplies, materials and equipment from a subdivision, department, officer, or employee of the County that are not needed or used to another subdivision, department, officer, or employee requiring supplies or materials or the use of the equipment. The County Purchasing Agent shall furnish to the County Auditor a list of transferred supplies, materials and equipment. § 262.011(j) Texas Local Government Code.
- 17.4.4 All transfers and dispositions of assets will be directly transferred to Purchasing with the proper paperwork. Examples are as follows: assets sent to auction, assets to be transferred to another

County Office, or destroyed assets. All transfers and dispositions must go to or through Purchasing. Offices are to continue to complete paperwork with both releasing Office and accepting Office, which will always be Purchasing.

- 17.4.5 All disposals and transfers of County fixed assets require the use of Fort Bend County's Auditor's Form 1059-B, Revised 12/03.
- 17.4.6 All forms must be completed, indicating the specific request or action, and signed by the requesting Office. Purchasing will sign as the accepting Office.
- 17.4.7 County property, which is broken or no longer needed by an Office, will be transferred to the County Surplus Property Warehouse located at 9110 Long Street, Needville. The warehouse accepts these items on Fridays from 8:00 am – 3:00 pm. Purchasing will arrange for pickup and delivery of such property.
- 17.4.8 Two copies of the completed Form 1059-B are made. The original is sent to the County Auditor for recording into the fixed asset records, one copy is sent to Purchasing for the disposal files, and one copy is kept on file within the Office.
- 17.4.9 County Purchasing Agent will periodically request that Commissioners' Court declare property "surplus" (in excess of needs - - useful) or "salvage" (has no value -- not useful). Surplus and salvage property shall be disposed of according to State laws on disposition of property. County employees will be allowed to bid on surplus property offered to the public, just as any other citizen of the County.
- 17.4.10 Any stolen, abandoned or confiscated property seized by a peace officer may be disposed of in accordance with Article 18.17, Texas Code of Criminal Procedures.
- 17.4.11 The County Auditor shall determine the required entries in the general ledger to reflect the disposition of an asset.
- 17.4.12 The County Auditor will conduct "exit" inventories when a change in an elected official/department head responsibility occurs.
- 17.4.13 Conclusion: While all issues pertaining to fixed assets cannot be addressed in this manual, the intent is to provide sufficient direction for the daily operations of the County. Any issue not specifically addressed by this manual should be directed to the County Purchasing Agent or the County Auditor prior to any action being taken.

## INVENTORY ACTION NOTICE ASSETS RELEASED TO AUCTION

DEPARTMENT \_\_\_\_\_ DEPT # \_\_\_\_\_ DATE \_\_\_\_\_

TAG	DESCRIPTION	MAKE	MODEL	SERIAL #

**The items listed above are salvage or excess to the needs of my department and are released for disposal through public auction or redistribution.**  
*( NOTE: If transferring to another department, DO NOT use this form, do appropriate paperwork. )*

DEPARTMENT HEAD SIGNATURE (or AUTHORIZED Agent) \_\_\_\_\_ (printed name) \_\_\_\_\_ DATE \_\_\_\_\_

**RECEIVED: (Must be signed to be valid)**

\_\_\_\_\_ DATE \_\_\_\_\_  
 INVENTORY MANAGER (or AUTHORIZED Agent)

AUDITED BY:
DATE:

**NOTE: If you need more room to list TAGGED assets, copy this form as necessary. Please attach all forms together.**

PROCESSED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

# INVENTORY ACTION NOTICE

*FOR DISPOSALS & TRANSFERS*

Department Name: \_\_\_\_\_ Dept #: \_\_\_\_\_

Tag # : \_\_\_\_\_ Model: \_\_\_\_\_ Serial # : \_\_\_\_\_

Asset Description: \_\_\_\_\_

*If you need additional space, please attach to this sheet.*

<b>AUCTION</b>	Auction Year: _____ Date Sent: _____ Condition: _____
<b>DESTROY</b>	Date: _____ Reason: _____ <i>If destroyed in accident, attach copy of Police or Sheriff's report and any newspaper articles or pictures.</i>
<b>LOST</b>	Date last seen: _____ Circumstances: _____
<b>STOLEN</b>	Date stolen: _____ Circumstances: _____ <i>Attach copy of Police or Sheriff's report and any newspaper articles or pictures.</i>
<b>TRADE-IN</b>	Trade-In Value: \$ _____ Tag # (new item): _____ Description (new item): _____ PO#: _____
<b>TRANSFER</b>	DEPT NAME & #: _____ Transfer Date: _____ Reason for Transfer: _____

*THIS IS TO CERTIFY THAT THE ABOVE ASSET HAS BEEN DISPOSED AS NOTED AND IS NO LONGER IN MY CUSTODY. THE ABOVE INFORMATION IS TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE.*

\_\_\_\_\_  
 Department Head Signature ( or Authorized Agent ) \_\_\_\_\_  
 Date

*THIS IS TO CERTIFY THAT I HAVE RECEIVED THE ABOVE ASSET AND IT IS NOW IN MY CUSTODY. THE ABOVE INFORMATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.*

\_\_\_\_\_  
 Department Head Signature ( or Authorized Agent ) \_\_\_\_\_  
 Date

<b>FOR PURCHASING 'S USE ONLY</b> PROCESSED BY & DATE: _____
---

<b>FOR AUDITOR'S USE ONLY</b> ENTERED BY & DATE: _____
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## INVENTORY ACTION NOTICE

*FOR INTERDEPARTMENTAL TRANSFERS*

Original Location: \_\_\_\_\_ Dept #: \_\_\_\_\_

Tag # : \_\_\_\_\_ Model: \_\_\_\_\_ Serial # : \_\_\_\_\_

Asset Description:

---

<b>TRANSFER</b>	<b>NEW LOCATION &amp; #:</b> _____	<b>Transfer Date:</b> _____
	<b>Reason for Transfer:</b> _____	

---

*THIS IS TO CERTIFY THAT THE ABOVE ASSET HAS BEEN RELOCATED WITHIN THE DEPARTMENT AS NOTED . THE ABOVE INFORMATION IS TRUE AND CORRECT, TO THE BEST OF MY KNOWLEDGE.*

---

_____ <b>Department Head Signature ( or Authorized Agent )</b>	_____ <b>Date</b>
---	----------------------

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<b>FOR PURCHASING 'S USE ONLY</b>
PROCESSED BY & DATE: _____

<b>FOR AUDITOR'S USE ONLY</b>
ENTERED BY & DATE: _____

# ANNEX A

## *Fort Bend County Procurement Card Policy and Procedures*

*Approved: 31 AUGUST 2015*

*Revised: 21 November 2006: 17 November 2009, Revised: 01 May 2012,  
Revised: 03 July 2012, Revised: 02 June 2015,  
Revised: 28 July 2015 Effective 1 August 2015,  
Revised: 26, July 2016 Effective 1 August 2016  
Revised: 12, December 2017 Effective 1 January 2018*

### **1.0 PURPOSE**

To establish a methodology for use and to define the limits of use of County issued Procurement Cards provided to authorized personnel in order to make purchases of goods and/or services and to establish penalties for unauthorized use.

### **2.0 ATTACHMENTS**

- 2.1 Employee Agreement
- 2.2 Enrollment/Request Form
- 2.3 Dispute Report
- 2.4 Document Submission Form

### **3.0 GENERAL**

#### **3.1 DEFINITIONS**

3.1.1 *Vendor:* A company (partnership, sole proprietorship, or corporation) from which a cardholder is purchasing materials and/or equipment or services under the provisions of this procedure.

3.1.2 *Cardholder:* Personnel who have been authorized to use a Procurement Card and who are authorized to make purchases in accordance with these procedures.

3.1.3 *Department Procurement Card Coordinator:* The person responsible for all program details, including all cardholder inquires.

3.1.4 *Statement of Account:* This is the monthly listing of all transactions by the cardholder, issued by the bank and distributed to the cardholder.

3.1.5 *Requisitioner:* An employee who has a need for materials or services that can only be fulfilled by a vendor. Under this Procurement Card Procedure, a requisitioner may be a cardholder.

3.1.6 *Card Issuer Account Manager:* Managing representative from the bank who issues the Procurement Card.

3.1.7 *Unauthorized Purchase:* Any use of the Procurement Card that does not comply with all requirements of this policy.

3.1.8 *Procurement Card Administrator:* Purchasing Agent representative.

3.1.9 *Original Transaction Documentation:* Onsite documented evidence of procurement.

## 4.0 PROCEDURE:

### 4.1 INTRODUCTION:

4.1.1 This program is being established in order to provide a more rapid turnaround of requisitions for low-dollar value goods and to reduce paperwork and handling costs. By using the Procurement Card you dramatically shorten the payment cycle from the traditional requisition process. The traditional process includes pricing inquiry, order placement, delivery of goods, invoice and voucher review. Those requisitioners who have been issued Procurement Cards may now initiate transactions in person, by telephone or on internet, within the limits of this procedure and receive goods. Purchases **must first be approved by the Purchasing Agent's Office with the exception of the following: 1) travel arrangements (hotel, airfare, car rental, registration fees and fee for service transportation (i.e. cab or airport shuttle)) in accordance with Fort Bend County Travel Policy, 2) County declared disasters and emergency response events (within the single limit purchase stated herein) or 3) Item serves a public purpose (within the single limit purchase stated herein).** The Cardholder must provide a printed copy of the approval email (dated prior to purchase) from Purchasing with required documentation, if required. This program also relieves employees and officials of the burden of using personal funds to pay material travel and training expenses such as lodging, airfare, rental car, and registration. Payments to vendors are made via the MasterCard settlement system. Accounts payable will make monthly settlements with the Bank.

### 4.2 DEPARTMENT PROCUREMENT CARD COORDINATOR:

4.2.1 Elected Officials/Department Heads must designate a department procurement card coordinator to oversee their department's expenditures and receipts.

4.2.2 Department procurement card coordinators are responsible for receiving transaction documentation, matching transaction documentation and submitting to the Auditor's Office for payment. The original transaction documentation must be submitted to the Auditor's Office on the documentation submission form within three (3) days after the transaction date or within two (2) days after the cardholder returns to work after the transaction date. Copies of all documentation must be kept by the Department Procurement Card Coordinator to allow reconciliation at the end of the month.

4.2.3 Department procurement card coordinators will contact the Procurement Card Administrator to order new cards, cancel cards or request limit changes on the card.

#### 4.3 RECEIVING A PROCUREMENT CARD

4.3.1 Elected Officials/Department Heads and managers may propose personnel to be cardholders by having their department procurement card coordinator complete the enrollment request form and submitting to the Procurement Card Administrator.

4.3.2 The proposed cardholder shall be issued a copy of this procedure and shall be required to attend a Procurement Card training session, sign an Enrollment Request Form and an Employee Agreement. The Agreement (Attachment 1) indicates that the cardholder understands the procedure and the responsibilities of a cardholder. The Enrollment Form (Attachment 2) contains all information required to properly enter the Cardholder in the Procurement Card Program. On the Enrollment Form, the Elected Official/Department Head will designate:

- 4.3.2.1 a monthly purchase limit
- 4.3.2.2 purchases or uses requested for the cardholder
- 4.3.2.3 justification for any commodity purchases

4.3.3 The maximum limit shall be \$500.00 for a single purchase with the exception of travel arrangements (hotel, airfare, car rental and registration fees in accordance with Fort Bend County Travel Policy) or item serves a public purpose or with written approval by Purchasing Agent's Office.

4.3.4 The Procurement Card Administrator shall maintain all records of Procurement Card requests, limits, cardholder transfers and lost/stolen/ destroyed card information.

#### 4.4 AUTHORIZED PURCHASING CARD USE

4.4.1 The unique Procurement Card that the cardholder receives will have his/her name embossed on it and shall **ONLY** be used by the cardholder. **NO OTHER PERSON IS AUTHORIZED** to use that card. The cardholder may make transactions on behalf of others in their department with the approval of a supervisor authorized to approve such purchases. However, the cardholder is responsible for all use of their card.

4.4.2 Use of the Procurement Card shall be limited to the following conditions:

4.4.2.1 A total value of a transaction shall not exceed a cardholder's single purchase limits. Payment of a purchase **WILL NOT** be split into multiple transactions to stay within the limit.

4.4.2.2 All items purchased "over the counter" must be immediately available at time of Procurement Card use. No backordering of merchandise is allowed.

4.4.2.3 Transaction volumes must not be exceeded (i.e. # and \$ amount of

authorized transactions).

4.4.2.4 Spending limits and commodity restrictions must be adhered to.

4.4.2.5 Fuel purchased while out-of-County on official business only when traveling in County vehicle or during County declared disasters or during emergency response events. Only exception is if all County fuel sites are out of service. Vehicle Maintenance will notify Procurement Card Administrator if a fuel site is inoperable. Cardholder must provide written notice of out of service conditions from Vehicle Maintenance and/or Procurement Card Administrator with required documentation. If fuel site is unknowingly inoperable, the driver may use the card to purchase up to \$5.00 of fuel to get to the next County fueling site. Driver must notify Department Procurement Card Coordinator of any non-working fuel sites, in turn the Department Procurement Card Coordinator must notify Vehicle Maintenance.

4.4.2.6 County declared disasters or emergency response events (within the single purchase limit stated herein).

4.4.2.7 Item serves a public purpose (within the single limit purchase stated herein).

#### 4.5 UNAUTHORIZED PROCUREMENT CARD USE

4.5.1 The Procurement Card **SHALL NOT BE USED** for the following:

4.5.1.1 A single purchase that exceeds the limit of \$500.00; unless travel or written approval has been received by Purchasing.

4.5.1.1 Any commodity or service not expressly authorized by Purchasing to the cardholder.

4.5.1.2 Personal purchases or purchases for family members or friends or for identification.

4.5.1.3 Entertainment expenses, meals and travel expenses for non-County related business.

4.5.1.4 Meals, except those required during activation of Emergency Operation Center, County declared disasters, emergency response events, Jurors, Lunch and Learn seminars or as approved by the County Auditor.

4.5.1.5 Cash Advances.

4.5.1.6 Telephone calls/monthly service (non-county related).

4.5.1.7 Fuel for non-County related trips or in-County travel, except for County declared disasters and emergency response events.

4.5.1.8 Car washes.

4.5.1.9 Alcoholic Beverages.

4.5.1.10 Item(s) or service(s) purchased via the Internet see 4.1.1.

4.5.1.11 Any additional items/services as may be restricted by County policy.

4.5.2 A cardholder transaction that fails to comply with the current Fort Bend County Travel Policy while using their Procurement Card will qualify as an unauthorized purchase and will be borne as a personal expense by the cardholder.

4.5.3 A cardholder who makes unauthorized purchases or carelessly uses the Procurement Card will be liable (without the option for reimbursement) for the total dollar amount of such unauthorized purchases plus any administrative fees charged

by the Bank or other associated costs in connection with the misuse. Any cardholder who incurs two (2) unauthorized purchases and/or failures to follow procurement card procedures within a 12 month period, as verified by the Auditor's Office, will have card revoked by Procurement Card Administrator. The cardholder will also be subject to disciplinary action, up to and including termination.

#### 4.6 MAKING A PURCHASE

4.6.1 Each cardholder is responsible for ensuring the transaction will be accurately executed before completion of the transaction. To achieve this the cardholder will utilize the following "checklist" when making a purchase (before and during the transaction):

4.6.1.1 Coordinate with Purchasing to determine if vendors and prices have already been established for the required goods. If not, solicit a number of sources according to policy. If vendors furnish standing price quotations or catalog prices on a recurring basis, check that the price listed is current.

4.6.1.2 Assure that sales taxes are not added to the purchase. You must require that the supplier remove any sales tax before completing the transaction. If you are executing an on-line transaction, you must review the transaction before submission. If the supplier refuses to honor the County's tax-exempt status, you may not use the Procurement Card for the purchase. The two (2) exceptions to this requirement are hotel occupancy taxes and fuel taxes, which are allowable charges to the Procurement Card.

4.6.1.3 Convenience fees are an allowable charge on the Procurement Card if charged when incurred from another public entity (cities, counties, state agencies). These fees are also allowed when the only form of payment requires a convenience fee (such as Paypal).

4.6.1.4 Once a vendor is designated and that vendor confirms that the product or service is available which meets the specification and delivery requirements, take the following steps.

4.6.1.4.1 Confirm that the vendor agrees to accept MasterCard.

4.6.1.4.2 Direct the vendor to include the following information on the packing list/shipping label:

4.6.1.4.2.1 Cardholder's name and telephone number;

4.6.1.4.2.2 Complete delivery address;

4.6.1.4.2.3 The words "Procurement Card Purchase";

4.6.1.4.2.4 The vendor's order number.

4.6.1.4.3 It is extremely important that all purchases be sent to the cardholder ordering the merchandise, as this will ensure that the documents necessary for record keeping are readily available to the cardholder.

4.6.1.4.4 If necessary, advise the individual within your area who receives merchandise of the vendor's name and order number, anticipated delivery date, number of boxes expected, carrier (UPS, Fed Ex, etc.). The receiver must notify the actual cardholder when delivery is made so that proper documentation is recorded.

#### 4.7 CARDHOLDER RECORD KEEPING

4.7.1 Whenever a Procurement Card purchase is made, either over the counter or by telephone, original detailed/itemized documentation shall be retained as proof of the purchase. Such documentation will be used to verify the purchases listed on the cardholder's statement of account.

4.7.2 When the purchase is made over the counter, the cardholder shall retain the invoice and "customer" copy of the charge receipt (both). Prior to signing this slip, the cardholder is responsible for making sure that the vendor lists the quantity, and fully describes the item(s) on the charge slip.

4.7.3 When making a purchase by telephone or internet, the cardholder shall also document the transaction, confirmation number, subsequent detailed/itemized invoice, and all shipping documentation.

#### 4.8 REVIEW AND SUBMISSION OF TRANSACTION DOCUMENTATION

4.8.1 The Department Procurement Card Coordinator shall prepare and submit the documentation (packing slip, invoice, cash register tape and Procurement Card slips, etc.) provided by the cardholder on the documentation submission form to the Auditor's Office within three (3) days of the transaction date or within two (2) days after the cardholder returns to work after the transaction date.

4.8.2 The Auditor's Office shall reconcile the cardholders transactions documentation to the online activity and confirm the following items as a minimum:

4.8.2.1 Detailed/itemized receipts and shipping documents exist for each purchase.

4.8.2.2 The goods were received or the services were performed.

4.8.2.3 The cardholder has complied with applicable procedures, including this Procurement Card procedure.

4.8.2.4 The Department Procurement Card Coordinator signs each documentation submission form ensuring each transaction was authorized and executed in accordance with the applicable policies and procedures.

4.8.3 The original detailed/itemized sales documents (packing slip, invoice, cash register tape and Procurement Card slips, etc.) for all purchases **MUST** be neatly attached on the documentation submission form and submitted to the Auditor's Office within three (3) days of the transaction or within two (2) days after the cardholder returns to work after the transaction date. Each documentation submission form must include: department name; cardholder name; accounting distribution; transaction description; and Department Procurement Card coordinator signature. This data is critical to enable audit substantiation. **IF THIS PROCEDURE IS NOT ADHERED TO, the transaction will be considered an unauthorized purchase resulting in card revocation upon the second occurrence within a 12 month period.**

4.8.4 If the cardholder does not have documentation of a transaction the cardholder shall attach a signed documentation submission form that includes a

description of the item(s) purchased, date of purchase, vendor's name and reason for lack of supporting documentation. The cardholder must also remit a full reimbursement by check or money order to the Treasurer's Office for the unauthorized purchase and include a copy of the payment and Treasurer's receipt with the statement submitted to the Auditor's Office.

4.8.5 Procurement Card Returns – If the wrong item is received, is not satisfactory, or damaged and/or defective, duplicate order, etc., the cardholder shall make contact with the vendor to explain the problem to inquire about return policies.

4.8.6 When disputing a charge the cardholder shall:

4.8.6.1 First contact Vendor in an effort to determine a resolution. If that does not correct the issue,

4.8.6.2 The cardholder shall contact Department Procurement Card Coordinator who will then contact the Procurement Card Administrator.

4.8.6.3 Complete a dispute Report (Attachment 3) and submit same to the Department Procurement Card Coordinator who will then submit to the Procurement Card Administrator. Immediate action to resolve a dispute is of extreme importance.

4.8.6.4 If an item has been returned and a credit voucher received, the cardholder shall verify to the Auditor's Office that this credit will be reflected on the monthly statement. **Under no circumstances are cardholders to accept a cash refund.**

4.8.7 If items purchased by the use of the procurement Card are found to be unacceptable, the cardholder is responsible for obtaining replacement or correction of the item immediately. If the vendor has not replaced or corrected the item within 10 business days, then the purchase of that item will be considered in dispute.

#### 4.9 CARD SECURITY

4.9.1 It is the cardholder's responsibility to safeguard the Procurement Card and account number to the same degree that a cardholder safeguards his/her personal credit information.

4.9.1.1 The cardholder must not allow anyone to use their account number. A violation of this trust will result in that cardholder having their card withdrawn and disciplinary action may occur.

4.9.2 If the Procurement Card is lost or stolen the cardholder shall immediately notify Department Procurement Card Coordinator who in turn will notify the Procurement Card Administrator.

4.9.3 A new Procurement Card shall be promptly issued to the cardholder after the reported loss or theft. A Procurement Card that is subsequently found by the cardholder after being reported lost shall be sent to Procurement Card Administrator and destroyed.

4.9.4 Failure to notify the Department Procurement Card Coordinator or Procurement Card Administrator of a lost or stolen Procurement Card immediately shall result in procurement card program revocation, disciplinary action, up to and including termination.

#### 4.10 CARDHOLDER SEPARATION

Prior to separation from the County or transfer to another department, the cardholder shall surrender the Procurement Card and current Procurement Card purchasing log to Department Procurement Card Coordinator. Upon receipt, the Department Procurement Card Coordinator shall deliver to the Procurement Card Administrator. Please be aware that the responsibility of the void card remains with the cardholder/ Department Head until it has been received by the Procurement Card Administrator.

## EMPLOYEE CARD AGREEMENT

I, \_\_\_\_\_, hereby request a Procurement Card through the County's Procurement Card Program. As a cardholder, I agree to comply with the following terms and conditions regarding card utilization.

I understand that I am being entrusted with the Procurement Card and will be making financial commitments on behalf of the County.

I understand that the County is liable to the card issuer for all charges made on the card. I understand that I am personally liable for all charges not in compliance with this Agreement or with the Fort Bend County Procurement Card Policy Procedures Manual, (the Manual).

I agree to use the Procurement Card for purchases in compliance with the Manual and agree not to make personal purchases or any purchase in violation of the policy set forth in the Manual. I understand that the County Auditor and/or Procurement Card Administrator will audit the use of the Procurement Card and that appropriate actions will be taken to enforce this Agreement and violations of the Manual. Failure to follow the Manual may result in the revocation of my use of the Procurement Card and other possible disciplinary actions, including termination

I have received a copy of the Manual and understand the requirements of the use of the Procurement Card. I agree to return the Procurement Card immediately upon request or upon termination of my employment (including retirement).

If the Procurement Card is lost or stolen, I agree to notify the Department Procurement Card Coordinator immediately. I further agree to safeguard the Procurement Card in the same manner that I safeguard my personal financial items and information, such as cash, checks and credit cards. If the Procurement Card is used in a manner not authorized by the Manual, I agree to notify the Department Procurement Card Coordinator immediately.

I understand that the burden of proof will be upon me to show that the items purchased were made in compliance with the policy as set forth in the Manual. I agree to comply with competitive procurement policies and will obtain the best value when using the Procurement Card to make a purchase.

**Purchases made in violation of the policy as set forth in the Manual will subject me to personal liability for the total dollar amount of such unauthorized purchase(s).**

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*Employee Signature*

*SS# (last 4 digits)*

*Date*

*Department*

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*Elected Official/Department Head*

*Date*

## ENROLLMENT/REQUEST FORM

This form is to request and enroll in the County's Procurement Card Program. I understand that if approved, I will be issued a Procurement Card in my name to be used for official County business only. As a cardholder, I understand that I will be required to sign a Procurement Card Agreement and attend a Procurement Card training session prior to issuance of a Procurement Card.

DEPARTMENT: \_\_\_\_\_

DEPARTMENT ACCOUNTING UNIT: \_\_\_\_\_

CARDHOLDER'S NAME: \_\_\_\_\_

SOCIAL SECURITY NUMBER (LAST 4 DIGITS): \_\_\_\_\_

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

HOME ADDRESS: \_\_\_\_\_

COUNTRY OF CITIZENSHIP: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

DEPARTMENT HEAD NAME: \_\_\_\_\_

SIGNATURE OF DEPARTMENT HEAD: \_\_\_\_\_

Request a monthly purchase limit of \$ \_\_\_\_\_,

*For Procurement Card Coordinator Use Only*

Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Date of Training/Manual Issuance: \_\_\_\_\_

As cardholder, my signature acknowledges that I have received the listed Procurement Card, training and Procurement Card procedures manual.

\_\_\_\_\_  
*Cardholder Signature*

\_\_\_\_\_  
*Date*

# DISPUTE REPORT

In accordance with the Fort Bend County Procurement Card Program procedures, the listed product/service is in dispute:

Item Ordered:	_____
Date Ordered:	_____
Date Received:	_____
Authorized Amount:	_____
Statement Amount:	_____
Vendor:	_____

Card Number:	_____
Cardholder Name:	_____
Phone Number:	_____
Department:	_____
Department Account:	_____

Reason for Dispute: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Actions taken to Remedy: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Annex B

## Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

Revised July 26, 2016, Effective August 1, 2016

Revised December 12, 2017, Effective January 1, 2018

The Commissioners' Court allocates funds annually for the payment of travel expenditures for county employees and officials within the individual departmental budgets. Travel expenditures paid from these budgets must serve a public purpose for Fort Bend County. These expenditures may be paid directly to the vendor or provided as a reimbursement to the employee/official upon completion of their travel. Advance payments to vendors may be accommodated by issuance of a check or use of a County procurement card. Eligible expenditure categories under this policy include: Lodging, meals, transportation, registration fees, and other fees (with justification). Each category is further defined below.

### CONTRACT RATES:

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This program is also known as TPASS (Texas Procurement and Support Services) State Travel Management Program (STMP). This gives County employees and officials access to the contract rates negotiated by the State for hotels and rental cars. Procurement procedures for these contract services are explained within the categories below.

### OUT OF STATE TRAVEL:

**Authorization:** The traveler must obtain Commissioners' Court approval for out-of-state travel before departure. The duration must include travel days along with the event scheduled days. To prevent delays in processing travel reimbursement, ensure that the travel duration is accurately defined when submitting the agenda request.

**Documentation:** The traveler must provide an excerpt from the Commissioners' Court minutes (<http://www.fortbendcountytexas.gov/index.aspx?page=55>) with the travel reimbursement form.

### LODGING (In and Out of State):

#### Hotel:

Hotel reimbursements are limited to the Federal Travel Regulations set forth by US General Services Administration (GSA) by location not including taxes. The rates are set annually and vary by month and location. The maximum rates for lodging per day can be found at:

[http://www.gsa.gov/portal/content/104877?utm\\_source=OGP&utm\\_medium=print-radio&utm\\_term=perdiem&utm\\_campaign=shortcuts](http://www.gsa.gov/portal/content/104877?utm_source=OGP&utm_medium=print-radio&utm_term=perdiem&utm_campaign=shortcuts) based on travelers destination.

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: [https://portal.cpa.state.tx.us/hotel/hotel\\_directory/index.cfm](https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm) (be sure to check the correct fiscal year). **When making a reservation the traveler must ask for the State of Texas Contract rate (not the government rate) and be prepared to provide the County's**

**agency #: C0790. Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and does not exceed the GSA daily allowance.**

If the organizer of a conference/seminar has negotiated discount rates with a hotel(s), the traveler may choose these lodging services without penalty but the traveler must reserve the room at the group rate and provide documentation of the group rate with reimbursement request.

The traveler will be responsible for the excess charge over the GSA per diem rate for the city/county even if using the State rate. The Auditor's Office will deduct from the travelers' reimbursement any excess charges over the GSA per diem rate. Travel websites including but not limited to Expedia and Travelocity should not be used to book lodging.

**Travel Days:** If the traveler must leave before 7:00AM to arrive at the start of the event and/or return to the County after 6:00PM after the event concludes, an additional night's lodging is allowable before and/or after the event.

**Additional fees allowable:** Self-parking

**Additional fees allowable with justification:** Valet parking is allowable if an extreme hardship exists due to physical disability of the traveler or if no self-parking is available.

**Fees not allowable:** Internet, phone charges, laundry, safe fees

**Gratuities:** Gratuities are not reimbursable for any lodging services.

**Overpayments by County:** Any lodging overpayment by the County must be reimbursed by the hotel before processing a reimbursement to the traveler for any of the categories addressed in this policy. Prepaid lodging services should be accurately calculated or underestimated by excluding the taxes to prevent delays in processing travel reimbursements.

**Procurement Card:** The traveler may use the procurement card to make lodging reservations. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** **A final settled hotel bill with a zero balance from the front desk is required even if lodging is paid by the procurement card. The hotel bill left under the door is not acceptable.** The hotel bill should be scrutinized before traveler departs to make sure all charges are valid and notify hotel of any invalid charges and resolve issues before departing. Make sure all parking has been added to your bill and all personal incidentals have been paid by traveler. Any invalid charges will be the responsibility of the traveler. A copy of the itemized hotel statement must be submitted with the travel reimbursement claim if the traveler used a County procurement card to purchase lodging services or prepaid by County check. Event agenda/documentation or a letter from the traveler describing the event/meeting is required. If utilizing conference negotiated hotel rates, documentation of rates is required.

**Changes/Modifications to Reservation** – Any modifications including cancellation of reservation, the traveler must obtain a confirmation number and note the name of the person they spoke with in case the hotel charges the traveler. If the traveler does not obtain a confirmation number then any expenses incurred will be the responsibility of the traveler. Expenses resulting from changes or modifications to travel reservations will be paid by the County if the traveler produces documentation that a family emergency exists.

**County Exemption Status** – Fort Bend County Employees traveling on County Business are not exempt from State and local hotel taxes, state taxes, etc. with the exception of District Judges and the District Attorney.

## **MEALS:**

**Texas:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$36/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$27/day.

**Out-of-state:** Meals including gratuities will be reimbursed to the traveler at a flat rate of \$48/day. The travelers per diem on the departure day and final day of travel will be at 75% of the per diem which is \$36/day.

**Late Night Arrival** – If a traveler arrives in Fort Bend County between midnight and 6am the traveler will receive a full day per diem for the previous day.

**Day trips:** Meals will not be reimbursed for trips that do not require an overnight stay.

**Procurement Card:** No meal purchases are allowed on any County procurement card.

**Documentation:** No meal receipts are required for reimbursement. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

## **TRANSPORTATION:**

**Personal Vehicle:** Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employees vehicle odometer reading or by a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

**Allowable expenses:** Parking and tolls with documentation.

**County Vehicle:** Fuel purchases when using a County vehicle should be made with the County Procurement card if available. Original receipts will accompany the Procurement Card statement but a copy must be provided with the travel reimbursement request.

**Allowable expenses:** Parking and tolls with documentation required.

**Airfare:** Airfare is reimbursable at the lowest available rate based on 14 day advance purchase of a discounted coach/economy full-service seat based on the required arrival time for the event. The payment confirmation and itinerary must be presented with the travel reimbursement form. The traveler will be responsible for the excess charges of an airline ticket purchase other than a coach/economy seat. When using Southwest Airlines a traveler should choose the "wanna get away" flight category.

**Allowable Expenses:** Bag fees. Fare changes are allowable if business related or due to family emergency.

**Unallowable Expenses/Fees:** Trip insurance, Early Bird Check In, Front of the line, Leg Room, Fare changes for personal reasons.

**Rental Car:** Rental cars are limited to the negotiated TPASS rates listed at: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/vendor-comparison/>. The contact information for Avis is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Avis/>. The contact information for Enterprise is listed here: <http://www.window.state.tx.us/procurement/prog/stmp/stmp-rental-car-contract/Enterprise/>. When making a reservation traveler should provide the County's agency # C0790. The traveler will not be reimbursed for any amount over the negotiated contract rates if a non-contract company is used at a higher rate. The traveler should

select a vehicle size comparable to the number of County travelers. The traveler may use a non-contract vendor at an overall rate lower than the contract rates with no penalty. The original contract/receipt must be presented with the travel reimbursement form or a copy if a County procurement card is used. . The traveler will be responsible for any excess charges not included in the TPASS rates or for choosing a vehicle size not comparable with the number of travelers on the trip. Insurance is included in the negotiated TPASS rates, if a traveler chooses to take out additional insurance the cost is on the traveler.

**Enterprise:**

- Optional Customer, Coupon or Corporate number is **TXC0790**
- Please enter the first 3 characters of your company's name or PIN number **FOR**
- Enterprise will automatically bill FBC when you reserve your vehicle so you need to have a purchase order before your departure.

**Avis:**

- Avis Worldwide Discount (AWD) Number or Rate Code **F930790**
- You cannot use the wizard option if you have an account with Avis, the wizard will override the state rate and normally the State rates are less.

**Unallowable Fees/Charges:** GPS, prepaid fuel, premium radio, child safety seats, additional insurance, one way rentals.

**Allowable expenses:** Parking and tolls allowed with documentation.

**Other Transportation:** Other forms of transit (bus, taxi, train) are reimbursable with an original receipt.

**Gratuities:** Gratuities are permitted if original receipt includes gratuity (20% maximum allowed) for any transportation services.

**Procurement Card:** The traveler may use a County procurement card to make transportation reservations for air travel and rental car services. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** Original receipts are required for all transportation reimbursements paid by the traveler. Transportation services obtained with a County procurement card require a copy of the receipt. Additional requirements are noted within each category above. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

**REGISTRATION:**

**Registration fees:** Registration fees are reimbursable for events that serve a Fort Bend County purpose. Registration fees for golf tournaments, tours, guest fees and other recreational events are not reimbursable.

**Procurement Card:** The traveler may use a County procurement card to register for an event. Contact Purchasing to arrange or use the procurement card assigned to the department or traveler.

**Documentation:** An original receipt must be obtained upon registration and submitted with the reimbursement request if paid by the traveler. A copy of the receipt must be provided if registration is paid on a County procurement card. Event agenda/documentation or a letter from the traveler describing the event/meeting is required.

**GRANTS:**

Travel expenditures from Federal and State grants must also conform to the granting agency's funding requirements.

**TRAVEL REIMBURSEMENT FORM:**

The traveler must use the current travel reimbursement form (<http://econnect/index.aspx?page=55>) for all travel related services addressed in this policy. No other expenditures may be submitted for reimbursement on the travel reimbursement form. After completing all required information, the travel form must be signed/dated by the traveler and the department head/elected official. Travel reimbursement request should be submitted within 30 days from when traveler returns from trip. Mileage reimbursement request should be submitted no less frequently than quarterly. Mileage reimbursement request for the fourth quarter should be submitted no later than October 30th for yearend processing.

**EXCLUSIONS:**

If the traveler has custody of a person pursuant to statute or court order or if the traveler is required by court or legal entity to appear at a particular time and place the traveler will not be penalized for accommodations that require a 14 day advance purchase ticket if travel is required with less than 14 days' notice.

If the traveler has custody of a person pursuant to statute to court order the traveler will not be held to the 75% per diem on the departure and final day of travel.