

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**AGREEMENT FOR CONTINGENCY ALL HAZARDS CONSULTING SERVICES  
PURSUANT TO RFP 19-041 – SECONDARY**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter “County”), a body corporate and politic under the laws of the State of Texas, and Hagerty Consulting, Inc. (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Consultant provide contingency professional planning, consulting and recovery services for emergency response, disaster recovery and all hazards planning services pursuant to RFP 19-041 and any and all Federal Emergency Management Agency (“FEMA”) rules and regulations; and

WHEREAS, Consultant represents that it is qualified and desires to perform such services in accordance with the advertised specifications of RFP 19-041.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth below, the parties agree as follows:

**AGREEMENT**

**Section 1. Scope of Services**

- A. Consultant shall render Services to County in accordance with the Proposal attached hereto as Exhibit A and incorporated herein for all purposes, including but not limited to the following:
  - 1. Emergency operations, planning and response, contingency, risk assessment, vulnerability, hazards and operability, hazard mitigation, incident response, testing, training and exercise programs, asset management, logistics and support, regional response, decontamination, continuity of operations planning, data management, documentation, debris clean-up and removal monitoring. Also included would be services related to FEMA programs and policies, especially recovery activities in the areas of Public Assistance (PA) and the Hazard Mitigation Grant Program (HMGP);
  - 2. Professional technical services in the preparedness, response, recovery, and mitigation of any natural or manmade disaster or emergency situation, as required by the County.

- B. This Agreement pertains to the entire geographical area of Fort Bend County including the unincorporated areas of Fort Bend County and the following Joint Resolution Jurisdictions (JRJ):

City of Arcola	City of Beasley
City of Fairchilds	City of Fulshear
City of Kendleton	City of Meadows Place
City of Missouri City	City of Needville
City of Orchard	City of Richmond
City of Rosenberg	City of Simonton
City of Stafford	City of Weston Lakes
Town of Thompsons	Village of Pleak
LID 20 Kingdom Heights	Pecan Grove MUD
LID 6 River Park West	LID 11 Greatwood
LID 7 New Territory	LID 19 Riverstone
LID 15 Sugar Land	Sienna Plantation LID
MUD 46 Missouri City	MUD 49 Missouri City

## **Section 2. Personnel**

- A. Consultant represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Consultant shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Consultant shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Consultant who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

## **Section 3. Compensation and Payment**

- A. The maximum rates for the performance of services are identified in Exhibit B to this Agreement. In no case shall the amounts paid by County under this Agreement exceed the maximum rates without an agreement executed by the parties. Travel expenses submitted for reimbursement (if any), must be incurred in accordance with County's current Travel Policy, and are subject to approval by the County Auditor prior to reimbursement.
- B. All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by the Fort Bend County Homeland Safety and Emergency Management Director.

- C. County will pay Consultant based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Consultant shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.
- D. Invoices presented to the County will be less a 10% retainage. Payment retainage will not be released until all debris sites have been closed and remediated and proof that all subcontractors have been paid in full.

**Section 4. Limit of Appropriation**

- A. Consultant clearly understands and agrees, such understanding and agreement being of the absolute essence of this Agreement, that County shall have available the total maximum sum hereinafter certified as available by the Fort Bend County Auditor specifically allocated to fully discharge any and all liabilities County may incur.
- B. Consultant does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Consultant may become entitled to and the total maximum sum that County may become liable to pay to Consultant shall not under any conditions, circumstances, or interpretations thereof exceed the amount approved by the County Judge and certified as available by the Fort Bend County Auditor specifically allocated to fully discharge any and all liabilities County may incur.

**Section 5. Time of Performance**

Response time shall be deemed as having a contractor's representative physically present at a location within Fort Bend County, as determined by Fort Bend County, within six (6) hours after notification of need. Performance shall be deemed as the commencement of services within twenty-four (24) hours of issuance of Notice to Proceed.

**Section 6. Modifications and Waivers**

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

**Section 7. Term and Termination**

- A. This Agreement is effective upon execution by County and will expire on November 30, 2022. The Agreement is renewable annually for two (2) years (through November 30, 2024) if mutually agreeable under the same terms, conditions and recertification of Consultant's capabilities.
- B. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- C. Termination for Default
  - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
    - a. If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
    - b. If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
  - 2. If, after termination, it is determined for any reason whatsoever that Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7(B) above.
- D. Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- E. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.

## **Section 8. Ownership and Reuse of Documents**

All documents, data, reports, research, graphic presentation materials, etc., developed by Consultant as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Consultant shall promptly furnish all such data and material to County on request.

## **Section 9. Inspection of Books and Records**

Consultant will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Consultant for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

## **Section 10. Insurance**

- A. Prior to commencement of the Services, Consultant shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Consultant shall provide certified copies of insurance endorsements and/or policies if requested by County. Consultant shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Consultant shall obtain such insurance written on an Occurrence form from such companies having Best's rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
  2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
  3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property damage and products/completed operations arising out of the business operations of the policyholder.
  4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
  5. Professional Liability insurance may be made on a Claims Made form with limits not less than \$1,000,000.

- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Consultant shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Consultant warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Consultant shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without sixty (60) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Consultant.

**Section 11. Indemnity**

**CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES.**

- A. Consultant shall timely report all such matters to County and shall, upon the receipt of any such claim, demand, suit, action, proceeding, lien or judgment, not later than the fifteenth day of each month; provide County with a written report on each such matter, setting forth the status of each matter, the schedule or planned proceedings with respect to each matter and the cooperation or assistance, if any, of County required by Consultant in the defense of each matter.
- B. Consultant's duty to defend, indemnify and hold County harmless shall be absolute. It shall not abate or end by reason of the expiration or termination of the Agreement unless otherwise agreed by County in writing. The provisions of this section shall survive the termination of the Agreement and shall remain in full force and effect with respect to all such matters no matter when they arise.
- C. In the event of any dispute between the parties as to whether a claim, demand, suit, action, proceeding, lien or judgment appears to have been caused by or appears to have arisen out of or in connection with acts or omissions of Consultant, Consultant shall nevertheless fully defend such claim, demand, suit, action, proceeding, lien or judgment until and unless there is a determination by a court of competent jurisdiction that the acts and omissions of Consultant are not at issue in the matter.

- D. Consultant's indemnification shall cover, and Consultant agrees to indemnify County, in the event County is found to have been negligent for having selected Consultant to perform the work described in this request.
- E. The provision by Consultant of insurance shall not limit the liability of Consultant under an agreement.
- F. Consultant shall cause all trade contractors and any other contractor who may have a contract to perform construction or installation work in the area where work will be performed under this request, to agree to indemnify County and to hold it harmless from all claims for bodily injury and property damage that arise may from said Consultant's operations. Such provisions shall be in form satisfactory to County.
- G. Loss Deduction Clause - County shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of deductibles shall be the sole responsibility of Consultant and/or trade contractor providing such insurance.

## **Section 12. Confidential and Proprietary Information**

- A. Consultant acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Consultant or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Consultant shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Consultant) publicly known or is contained in a publicly available document; (b) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information.
- B. Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Consultant shall advise County immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with

County in seeking injunctive or other equitable relief in the name of County or Consultant against any such person. Consultant agrees that, except as directed by County, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Consultant will promptly turn over to County all documents, papers, and other matter in Consultant's possession which embody Confidential Information.

- C. Consultant acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.
- D. Consultant in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Consultant expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

**Section 13. Independent Consultant**

- A. In the performance of work or services hereunder, Consultant shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Consultant and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

**Section 14. Notices**

- A. Each party giving any notice or making any request, demand, or other communication (each, a “Notice”) pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County Homeland Security & Emergency Management  
Attn: Director  
307 Fort Street  
Richmond, TX 77469-7728

With a copy to: Fort Bend County  
Attn: County Judge  
401 Jackson Street  
Richmond, Texas 77469

Consultant: Hagerty Consulting, Inc.  
ATTN: Katie Freeman, Director of Operations  
1618 Orrington Avenue, Suite 201  
Evanston, Illinois 60201

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 14. A. and B. and if the addressee has received the Notice. A Notice is deemed received as follows:
  - 1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
  - 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

**Section 15. Compliance with Laws**

Consultant shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation,

Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Consultant shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

**Section 16. Performance Warranty**

- A. Consultant warrants to County that Consultant has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater Houston metropolitan area and Consultant will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.
- B. Consultant warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

**Section 17. Assignment and Delegation**

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights are prohibited under this subsection, whether they are voluntarily or involuntarily, by merger, consolidation, dissolution, operation of law, or any other manner.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

**Section 18. Applicable Law**

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

**Section 19. Successors and Assigns**

County and Consultant bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

**Section 20. Third Party Beneficiaries**

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

## **Section 21. Severability**

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

## **Section 22. Publicity**

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Consultant release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

## **Section 23. Federal Clauses**

Consultant understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Consultant represents that it is and will remain in compliance with all federal and or state terms as stated below. These terms flow down to all third party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Consultant shall require that these clauses shall be included in each covered transaction at any tier.

- A. Americans with Disabilities Act (ADA) – Consultant shall comply with all federal, state, county, and local laws concerning this type of products/service/equipment/project and the fulfillment of all ADA requirements.
- B. Drug-Free Workplace – Consultant shall provide any and all notices as may be required under the Drug-Free Workplace Act of 1988, 28 CFR Part 67, Subpart F, to their employees and all sub-contractors to insure that the County maintains a drug-free workplace.
- C. Small, Minority Firms, Women’s Business Enterprises and Labor Surplus Area Firms – Consultant will take all necessary affirmative steps to assure that qualified small, minority firms, women’s business enterprises, and labor surplus area firms are used when possible by:
  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 business, and women's business enterprises;
  4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;

5. Using the services and assistance of 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 subsections (1) through (5) above.
- D. Equal Employment Opportunity –This requirement applies to all contracts involving a “federally assisted construction contract”. “Construction work” is defined 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. Consultants must adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination
1. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant 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 Consultant 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. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  3. Consultant 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 Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. Consultant 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. Consultant 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 Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant 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 Consultant 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 Consultant 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 Consultant becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Consultant may request the United States to enter into such litigation to protect the interests of the United States.

E. 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 Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Consultant 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 Consultant 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 Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

4. Subcontracts. The Consultant 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.

F. Clean Air Act and the Federal Water Pollution Control Act –

1. Clean Air Act – The Consultant 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. The Consultant agrees to report each violation to the County and understands and agrees that the County, will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
2. Federal Water Pollution Control Act – The Consultant 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. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

G. Energy Policy and Conservation Act – Consultant agrees to comply with the Energy Policy and Conservation Act (42 U.S.C. Section 6201).

H. Debarment and Suspension –

1. The Consultant certifies that they are in compliance with the U.S. Office of Management and Budget (U.S. OMB) “Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” 2 C.F.R. part 180 which states that a contract award in any tier must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. § 180 that implement Executive Orders Nos. 12549 (3 C F R part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions 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 No. 12549. These provisions apply to each contract at any tier of \$25,000 or more, and to each contract at any tier for a federally required audit (irrespective of the contract amount).

2. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant 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.
  3. Consultant 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.
- I. Byrd Anti-Lobbying Amendment – 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.
  - J. Political Activities – Consultants are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
  - K. Procurement of Recovered Materials – Consultant 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). (1) In the performance of this Agreement, the Consultant 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>.
  - L. Access to Records

1. The Consultant agrees to provide County, 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 Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
  2. The Consultant 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 Consultant 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.
- M. DHS Seal, Logo, and Flags – The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- N. Compliance with Federal Law, Regulations, and Executive Orders – The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- O. No Obligation by Federal Government – The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Consultant, or any other party pertaining to any matter resulting from the contract.
- P. Program Fraud and False or Fraudulent Statements or Related Acts – The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant’s actions pertaining to this Agreement.
- Q. Civil Rights and Non-Discrimination – During the performance of this contract, the Consultant agrees as follows:
1. Nondiscrimination on the Basis of Race, Color, and National Origin – Consultant will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), FEMA’s implementing regulations at 44 C.F.R. Part 7 (Nondiscrimination in Federally Assisted Programs), and the Department’s implementing regulations at 6 C.F.R. Part 21 (Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
  2. Nondiscrimination on the Basis of Sex – Consultant will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.), FEMA’s implementing regulations at 44 C.F.R. Part 19 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance), and

the Department's implementing regulations at 6 C.F.R. Part 15 (Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination on the basis of sex in any education program or activity receiving Federal financial assistance.

3. Nondiscrimination on the Basis of Disability – Consultant will comply with The Americans with Disability Act of 1990 (codified as amended at 42 U.S.C. §§ 12101-12213) prohibits discrimination against qualified individuals with disabilities in programs, activities, and services, and imposes specific requirements on public and private public and private entities. Consultants must comply with the responsibilities under Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 in employment, public services, public accommodations, telecommunications, and other provisions, many of which are subject to regulations issued by other Federal agencies.
  4. Nondiscrimination on the Basis of Handicap – Consultant will comply with Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) and FEMA's implementing regulations at 44 C.F.R. Part 16 (Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Federal Emergency Management Agency) provide that no otherwise qualified handicapped individual in the United States will, solely by reason of handicap, be excluded from participation in, be denied the benefits of, or be subjected to, discrimination under any program or activity receiving Federal financial assistance.
  5. Nondiscrimination on the Basis of Age – Consultant will comply with the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.), and Department of Health and Human Services implementing regulations at 45 C.F.R. Part 90 (Nondiscrimination on the Basis of Age in Programs or Activities Receiving Federal Financial Assistance) prohibit discrimination against individuals on the basis of age in any program or activity receiving Federal financial assistance.
  6. Nondiscrimination on the Basis of Limited English Proficiency – Consultant will comply with Title VI of the Civil Rights Act of 1964 prohibition against discrimination on the basis of national origin which requires that recipients and subrecipients of FEMA assistance take reasonable steps to provide meaningful access to persons with limited English proficiency. Consultant shall not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, English proficiency, or disability. Consultant shall not, on the grounds of race, color, creed, national origin, sex, age, English proficiency, or disability, exclude a person from participation in, deny him/her benefits, or subject him/her to discrimination. Consultant shall adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination.
- R. Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms – Consultant will take all necessary, affirmative steps to assure that qualified

small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible by:

1. Placing small and minority businesses and women's business enterprises on solicitation lists;
2. Assuring that it solicits small and minority businesses and women's business enterprises 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. Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
6. Consultant must require subcontractors to take the five affirmative steps described in 1-5 above.

S. Environmental and Historic Preservation Protections

1. Case by case basis. FEMA will identify various environmental and historic preservation mitigation measures with which a Non-Federal Entity (NFE) must comply when performing the scope of work under a FEMA award. FEMA expects the NFE to include adequate third party provisions to facilitate compliance with such measures that the NFE has agreed to implement as a term and condition of the FEMA award.
2. Consultant shall abide by all environmental and historic preservation mitigation measures identified by FEMA when performing the scope of work including: a. National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1969) (codified as amended at 42 U.S.C. §§ 4321-4347); the National Historic Preservation Act, Endangered Species Act Endangered Species Act of 1973, Pub. L. No. 93-205 (1973) (codified as amended at 16 U.S.C. §§ 1531-1544);, Clean Water Act, other laws, and various executive orders.

T. Disaster Reservists – Consultant may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-call, intermittent basis to perform disaster response and recovery activities.

U. False Statements Act – Consultant agrees to comply with the False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to the Federal government or causes another to submit a false claim to the government or

knowingly makes a false record or statement to get a false claim paid by the government. 31 U.S.C. §§ 3729-3733.

- V. Fraud Waste and Abuse – Consultant understands that in the event County becomes aware of any allegation or a finding of fraud, waste, or misuse of funds received from FEMA or the Office of the Governor, the County is required to immediately notify OOG of said allegation or finding and to continue to inform OOG of the status of any such on-going investigations. The County must also promptly refer to OOG any credible evidence that a principal, employee, agent, Consultant, subcontractor, or other person has -- (1) submitted a claim for award funds that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds. County must also immediately notify OOG in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. County must notify the local prosecutor's office of any possible criminal violations.
  
- W. Prompt Payment – The Consultant is required to pay its subcontractors performing work related to the Underlying Agreement for satisfactory performance of that work no later than 30 days after the Consultant's receipt of payment for that work from County. In addition, the Consultant is required to return any retainage payments to those subcontractors within 30 days after the subcontractor's work is satisfactorily completed.
  
- X. Retention of Records – The Consultant agrees to maintain fiscal records and supporting documentation for all expenditures related to this Agreement pursuant to 2 CFR 200.333, UGMS, and state law. Consultant must retain, and will require its subcontractors of all tiers to retain, these records and any supporting documentation for a minimum period of not less than seven (7) years after the date of termination or expiration of the Agreement or any litigation, dispute, or audit arising from the performance of the Agreement. Records related to real property and equipment acquired with grant funds shall be retained for seven (7) years after final disposition.
  
- Y. Veteran Preference – The Consultant shall give a hiring preference, to the extent practicable, to veterans (as defined in 5 USC Section 2108) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.

#### **Section 24. Certain State Law Requirements for Contracts**

- A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Consultant verifies that if Consultant employs ten (10) or more full-time employees and this Agreement has a value of \$100,000 or more, Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

- B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant 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.

**Section 25. Captions**

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

**Section 26. Conflict**

In the event there is a conflict between this Agreement and the attached exhibit(s), this Agreement controls.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the date signed by the last party hereto.

FORT BEND COUNTY

HAGERTY CONSULTING, INC

\_\_\_\_\_  
KP George, County Judge

  
\_\_\_\_\_  
Katie Freeman, Director of Operations

\_\_\_\_\_  
Date

\_\_\_\_\_  
June 18, 2019  
Date

ATTEST:

\_\_\_\_\_  
Laura Richard, County Clerk

APPROVED:

\_\_\_\_\_  
Mark Flathouse, Emergency Manager/Fire Marshal  
Fort Bend County Emergency Management

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Marcus D. Spencer, First Assistant County Attorney

### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ \_\_\_\_\_ to accomplish and pay the obligation of Fort Bend County under this contract.

\_\_\_\_\_  
Robert Ed Sturdivant, County Auditor

I:\Marcus\Agreements\OEM-Fire Marshal\OEM\R19-041 Contingency All Hazards Consulting\Agreement - Contingency Hazards Consulting.Hagerty.docx.6/3/2019

Exhibit A: Scope of Service  
Exhibit B: Pricing

# EXHIBIT A

Title Page

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# Contingency All Hazards Consulting Services

Fort Bend County, Texas

Request for Proposals No. 19-041  
Due 04-23-2019 at 02:00PM CDT

Prepared By  
**Hagerty Consulting**  
1618 Orrington Ave, Suite 201  
Evanston, IL 60201  
847-492-8454

Contact  
**Katie Freeman**  
Director of Operations  
[katie.freeman@hagertyconsulting.com](mailto:katie.freeman@hagertyconsulting.com)  
847-492-8454 x119



# Letter of Transmittal

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April 23, 2019



Debbie Kaminski, CPPB  
County Purchasing Agent  
Fort Bend County Travis Annex  
301 Jackson, Suite 201  
Richmond, TX 77469

Ms. Kaminski,

On behalf of Hagerty Consulting, Inc. (Hagerty), I am pleased to submit our proposal to Fort Bend County (the County) to provide all hazards consulting services. Hagerty specializes in helping communities prepare for, respond to, and recover from disasters; it is all that we do. We believe the Hagerty Team offers the right solution to the County and are pleased to offer our services for all hazards consulting services.

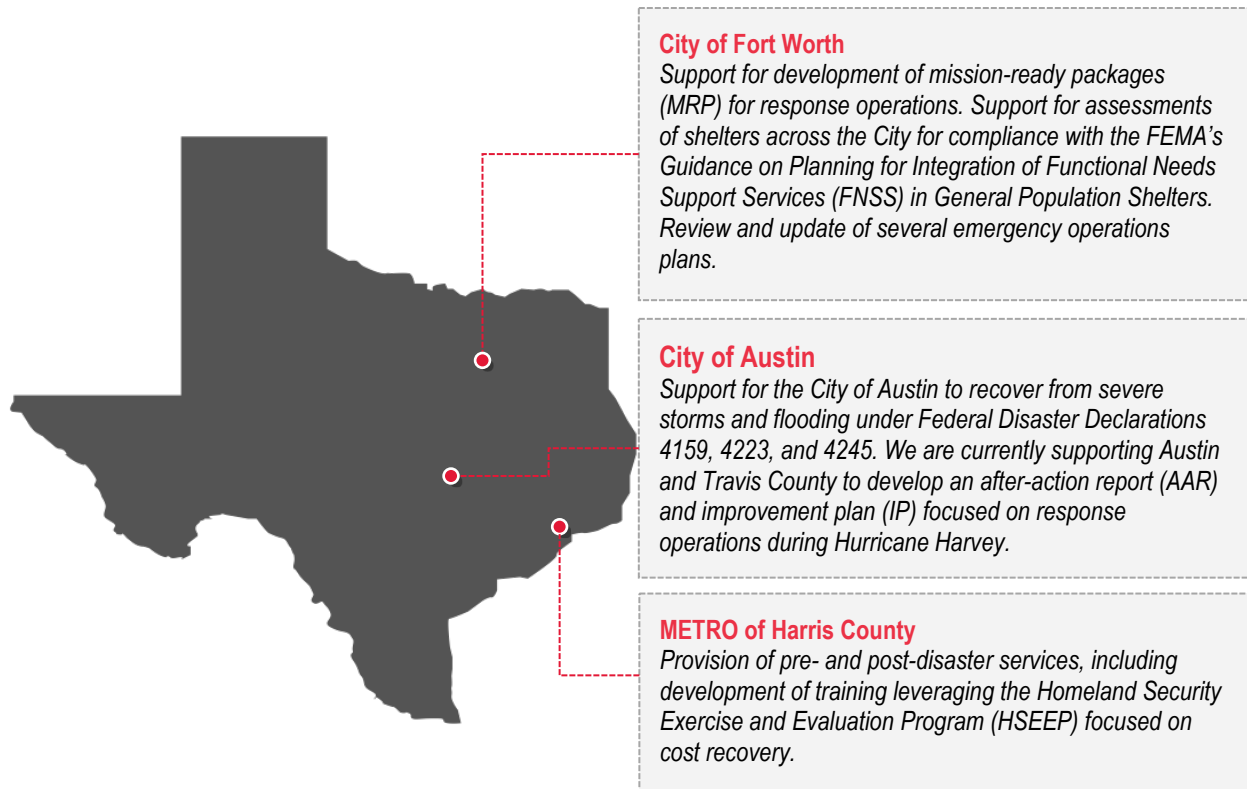
**For 17 years, Hagerty has helped clients across the nation obtain and maintain all the recovery funding for which they are eligible, more than \$15 billion in the past five years alone, without negative audit findings.** We have deep experience with the full spectrum of federal recovery programs, including the Federal Emergency Management Agency's (FEMA's) Public Assistance (PA) Program and Hazard Mitigation Grant Program (HMGP) sought by the County. This experience is bolstered by our direct experience administering recovery programs under the new FEMA PA Delivery Model and our expertise in the Section 428 Public Assistance Alternative Procedures (PAAP) Pilot Program. **Hagerty has managed more Section 428 PAAP Pilot Program project funds than any other firm in the country.** Our deep policy expertise paired with applied experience operating under these new PA Program structures offers a strong combination to support the County and lead to successful recovery from any future disaster event.

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EVANSTON, IL 60201  
847.492.8454



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**Figure 1: Hagerty's Texas Experience Includes Both Preparedness and Recovery**



**The Hagerty Team brings significant local experience and presence.** Hagerty has significant experience working in Texas. In Fort Worth, in the past three years, our professionals have successfully completed an update of the City's Emergency Management Plan (EMP) Annex C – Sheltering and Mass Care and Annex H – Health and Medical; an update of the city's EMP Annex B – Communications and Annex I – Public Information; an assessment of the 10 City-owned and operated shelter facilities; development of a Shelter Transition and Remediation Strategy that integrates FNSS; and development of 23 customized MRPs to organize and deploy specific response and recovery capabilities quickly to an emergency or disaster location. Other past experience includes providing technical assistance coordination in response to Hurricane Harvey, supporting the Harris County Metropolitan Transit Authority (METRO) with hazard mitigation planning and pre/post disaster administration and management, providing long-term disaster recovery services to the City of Grand Prairie, and supporting the City of San Antonio Fire Department, Office of Emergency Management to develop a Homeland Security Strategic Planning Program. Hagerty is currently under contract with Montgomery County, Texas, providing all hazards preparedness, planning, consulting, and recovery services. Under this contract, the Hagerty Team recently developed four FEMA Section 404 HMGPs for Montgomery County.

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847.492.8454

**The Hagerty Team offers the County the depth and breadth of policy and program management expertise required to address all of the County's recovery needs.** The Hagerty Team offers more than **400** professionals who have best-in-class expertise in all components of disaster recovery. By selecting the Hagerty Team, the County gains Hagerty's expertise in financial and grant management systems and processes; FEMA policy, including Section 428; and disaster recovery program management. The County also gains innovative solutions to support grant application and management, like our Disaster Financial Management System (DFMS) to support existing accounting systems, increase visibility in cost recovery, enhance financial and cash flow management, and supplement document management to support audit-ready closeouts. With Hagerty, the County benefits from complete Texas-specific incident management expertise and experience capable of supporting preliminary damage assessments (PDA) through closeout and all tasks in between.

We are happy to offer you this proposal with the confidence that the Hagerty Team provides the right solution for the County to leverage all available recovery funding to build back a more resilient community in the event of a disaster. We welcome the opportunity to discuss our solution in depth with you. Should you need additional information to support our proposal and the services offered, please do not hesitate to contact me at 847-492-8454 x119 or [katie.freeman@hagertyconsulting.com](mailto:katie.freeman@hagertyconsulting.com).

Sincerely,



Katie Freeman  
Director of Operations, Hagerty Consulting  
1618 Orrington Avenue, Suite 201  
Evanston, IL 60201  
[katie.freeman@hagertyconsulting.com](mailto:katie.freeman@hagertyconsulting.com)  
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The following presents an overview of our understanding and approach to support the County in its all hazards preparedness, response, recovery, and mitigation services.

## Proposed Approach and Schedule

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Hagerty believes in properly starting up a project with our clients, establishing expectations early, and implementing regular communication so that the client has a clear understanding of project status, and issues can be identified and addressed quickly. To ensure each task order issued by the County is managed with the highest degree of professionalism and quality, we will implement a project management approach that is dynamic, scalable, and executable—promoting efficiency and effectiveness to meet any and all pre-or post-disaster needs of the County. To succeed under this approach, Hagerty will make sure all stakeholders have a clear understanding of the following: our project management plan (PMP), conditions of satisfaction, time completion schedule, quality control measures, and final product deliverables.

*Figure 4: Our Dynamic Approach to Project Management*



## Project Initiation and Administration

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During the Project Initiation and Administration Phase, our project executive will work expeditiously with County officials to understand the magnitude, onset, duration, size and impact of an imminent, occurring, or predicted emergency event or non-disaster project. Based on these factors, Hagerty will:

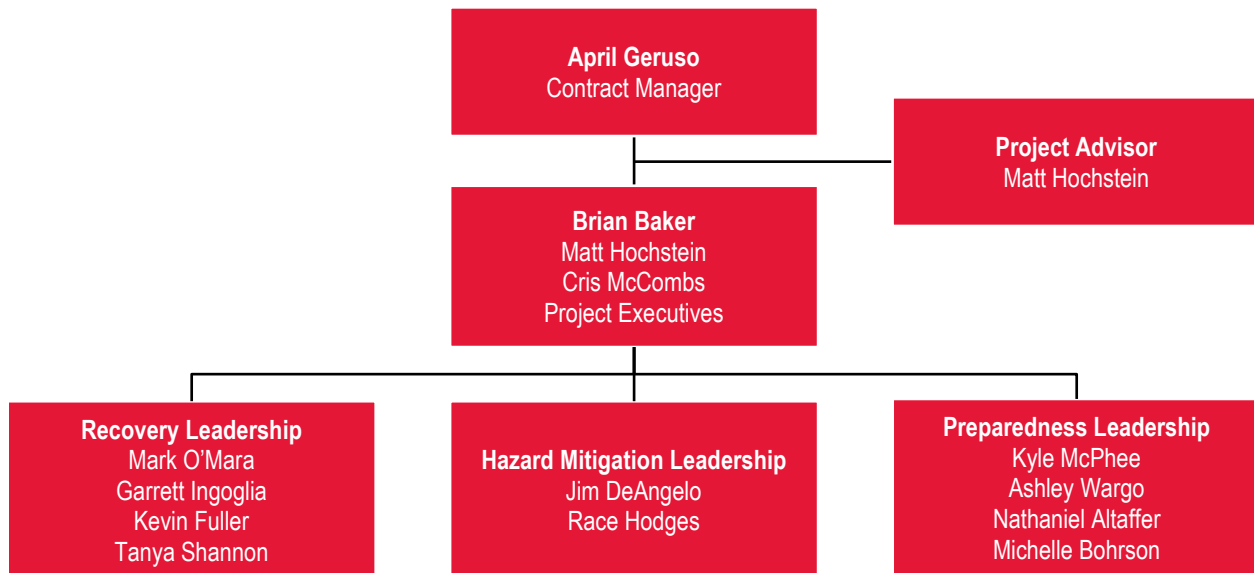
- » Quickly conduct an initiation meeting with the County and impacted community leadership to expediently develop a customized and thoughtful SOW. The project executive will work in conjunction with the County and other leadership that will be impacted or benefit from the work to be accomplished. During this meeting, the conditions of satisfaction will also be discussed, reflecting the critical factors that must be successfully accomplished in the eyes of the client.
- » Develop a detailed **PMP** that will be employed by Hagerty and the County to monitor risks, start and finish dates, and status of activities, deliverables, and corresponding consumption for each work stream. It will also delineate assignment of functions, quality assurance protocols, and acceptance and completion criteria.

## Team Assembly and Deployment

The success of any project is directly related to the people assigned to it. At Hagerty, the leadership of the firm is directly involved in key staffing decisions to ensure that the project executive and project manager have the requisite experience as well as the intangible ingredients necessary to create a Team with synergy. We also ensure that all **key Team members are committed to working on the project and seeing it through to completion.**

Hagerty will utilize the structure presented below to manage task orders as they are received from the County. As task orders are received, we will review the requirements against the capabilities in our cadre to identify the most skilled consultants to successfully deliver in the identified engagement. Full resumes for all of the management structure personnel, and resumes of our proposed teaming partners, are included later in this proposal document.

**Figure 5: Hagerty's Project and Task Order Management Structure**



Understanding the broad scope of the augmentation needs of the County, and upon the development and County's approval of the SOW, our project executive will assemble and deploy an experienced and specialized team to accomplish all identified goals and objectives. Hagerty understands that not all task orders will require the full cadre of labor category positions proposed; however, we will identify tailored staffing patterns to fit each unique task need. For example, a project manager may not be necessary for a response-based task to support the EOC and significant subject matter expertise may be required to support a recovery task.

Hagerty knows the importance of effectively and quickly responding to emergency task orders initiated by the County under this contract. To properly identify necessary staff for each individual engagement for the County, Hagerty will leverage the following approach to assess each task order and to identify staff to meet those requirements.

**Figure 6: Task Order Management Process**



### ***Response Times for Travel***

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Many of Hagerty's current contracts require 24-hour on-call support and emergency deployment provisions. Our responsiveness and proven ability to commit expert resources during and after disasters is evidenced by our ongoing relationships with FEMA, other strategic partners, and our clients. The Hagerty project executive will work directly with the County to identify response timeframes for all task orders; however, specific emergency response deployment protocols for actual events were provided in **1. Pricing**. It should be noted that several members of our Team reside within driving distance of the County, enhancing our ability to rapidly deploy and provide onsite support.

### **Implement Project Quality Controls**

---

The key to any project's success is clear and frequent communication with the client and the implementation of proven quality control measures. At Hagerty, it is our desire to provide clients with work products and solutions that meet or exceed their expectations. Hagerty understands that a project is a collaborative effort, and to provide the County, its JRJ, and unincorporated areas with as much visibility as possible, we will regularly project status reports, preferably presented verbally, always in writing. These reports cover all activities planned or completed for the reporting period, a dashboard indicating our assessment of the project's health, a risk and issues section, a decision and considerations section, a deliverables page describing the deliverable, date, action required, owner and status, and a budget analysis showing actual expenditures to date versus budget. The elements of the status reports are discussed at the kickoff meeting with the client. Hagerty also employs an in-house graphics and editorial staff who will be engaged for key deliverable reviews, ensuring templates and design standards are aligned with County requirements and that all documents are grammatically accurate.

### **Execute Project**

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Upon the implementation of quality control measures, the Hagerty Team will execute project work based on the approved SOW and time schedule. The project manager will ensure our flexible and dynamic project management approach is followed. The Hagerty Team will work in conjunction with the County, County agencies, and municipal stakeholders to execute all agreed upon SOW deliverables with the highest degree of expertise and quality. Upon completion of all SOW elements, the Hagerty project manager will conduct closeout meetings with relevant project stakeholders to ensure that all milestones, timeframes, and expectations are met. All final project materials will be provided to the client at this meeting unless amendments need to be administered to fully satisfy the County.

### **Acquire Feedback**

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As management consultants, we have a heartfelt belief that performance can always be improved. For that reason, we embed seasoned project executives and project managers on each project, evaluate individual performance, and ask our clients to evaluate the performance of our teams. These and other actions allow us to identify how we can improve,

both individually and collectively, and provide clients with work products and solutions that meet or exceed their expectations. Project closeout meetings and project reviews through our proprietary performance management system, Perfolio®, will be used to collect feedback from the County.

Provided below under **Summary of All Hazards Services**, Hagerty outlines our technical approach to the service areas sought by the County under this procurement.

## **SUMMARY OF ALL HAZARDS SERVICES**

Hagerty offers the County a wide variety of services specific to homeland security, disaster preparedness, hazard mitigation, emergency response, and recovery. As earlier noted, Hagerty offers a wide variety of subject matter expertise in the core areas of preparedness, prevention, mitigation, response, and recovery services, including planning, training, exercises, response staff augmentation, and recovery support services. These solutions are offered to local and state government agencies and departments that include emergency management, public health, and management and budget agencies based on the needs of the member and the County. In order to execute services under our contract with the County, the following summarizes the types of support contained in primary areas that will be executed by Hagerty's professionals. General services, such as planning for HSEEP exercises, will be tailored to the needs of the County and the specific subject matter area supported under the contract.

### **Recovery Program Management and Support**

Hagerty can initiate long-term post-disaster community recovery for the County by executing a two-to-four-week collaborative, strategic planning process. Strategic planning facilitates recovery by aligning processes and functions associated with federal recovery programs, making them more intentional and less reactive. This process includes establishing the recovery organization, assigning Hagerty professionals to specific and strategic roles, and queuing work in the most advantageous order. Strategic planning also assures proactive identification of strategies for recovery issues that may arise three, six, or 18 months in the future. The objective of the strategic planning process is to thoughtfully – and with the best information available – create a roadmap for the recovery.

It is important for Hagerty to understand the need of the client and the vision for overall recovery. Through our strategic planning process, we will understand the capability of staff, staff capacity, and what has already been established in Project Worksheets (PWs), in alignment with the PA program. We will also coordinate with the relevant state department of emergency management and Federal Emergency Management Agency (FEMA) to establish a collaborative relationship between all of our teams and to create a common timeline for recovery. We also want to understand the County's processes for capturing information, accounting, and financial management in order to identify actionable improvements and reduce the chance of deobligations over time. The overall success of our effort will be determined by how well we can establish the appropriate controls from the onset.

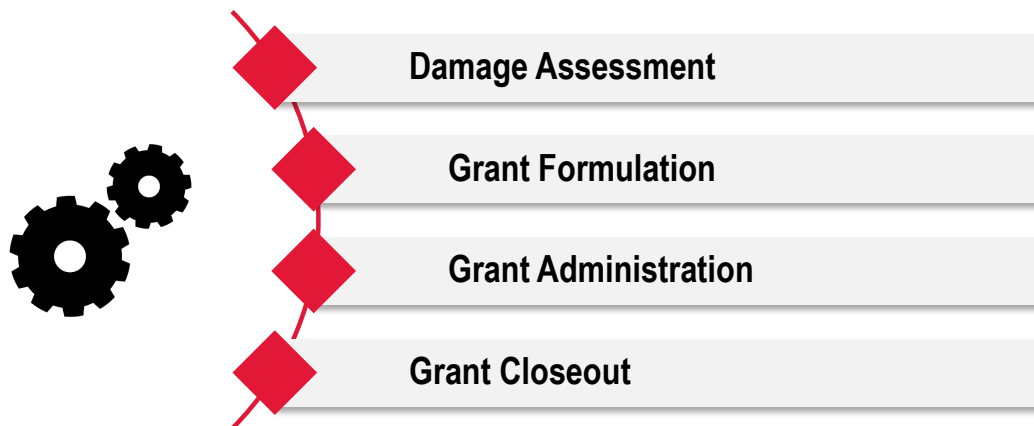
#### **Services Summary**

- » Recovery Strategic Plans
- » Damage Assessments
- » Grant Formulation
- » Grant Administration
- » Project Closeout
- » Hazard Mitigation Grant Program (HMGP) Support
- » PA Grant Management Support
- » Federal Disaster Recovery Financial Management Support

## Recovery Grant Management Support Overview

Hagerty offers a tested approach to implementing the disaster recovery. Execution will be tailored to the overall need of the client, leveraging our extensive past experience in managing disaster recovery programs for jurisdictions around the nation. It is important to note that many tasks necessary to execute disaster grant funding happen concurrently, and we will work collaboratively with the client to provide necessary services as directed, with an emphasis on helping the client obtain all eligible funding and enhance the capability of local staff.

*Figure 7: Summary of Hagerty's Federal Recovery Grant Program Management Technical Approach*



### Damage Assessments

The damage assessment is a critical component to development of the PW and results in successful project funding with FEMA. The purpose of the damage assessment is to observe and quantify damage and confirm it as a result of the disaster. Hagerty professionals work with jurisdictions to develop damage assessment plans and coordinate these plans with state and federal partners as quickly as possible following the disaster. This work includes supporting site visits and, as necessary, providing surveying, cost estimating, and engineering support to assess damage.

To support the substantial damage estimation process, the Hagerty Team will:

- » Coordinate with FEMA to schedule a kickoff meeting;
- » Collect data necessary to identify structures to be inspected based on assigned areas, including available inundation maps, aerial imagery with inundation areas, depth grids, high water marks, and Special Flood Hazard Area (SFHA) data;
- » Develop and approach for identifying structures and work with FEMA and the community to identify areas of interest and available data;
- » Assemble parcel data to support daily inspections for the field team;
- » Schedule and deploy field teams to begin inspections.

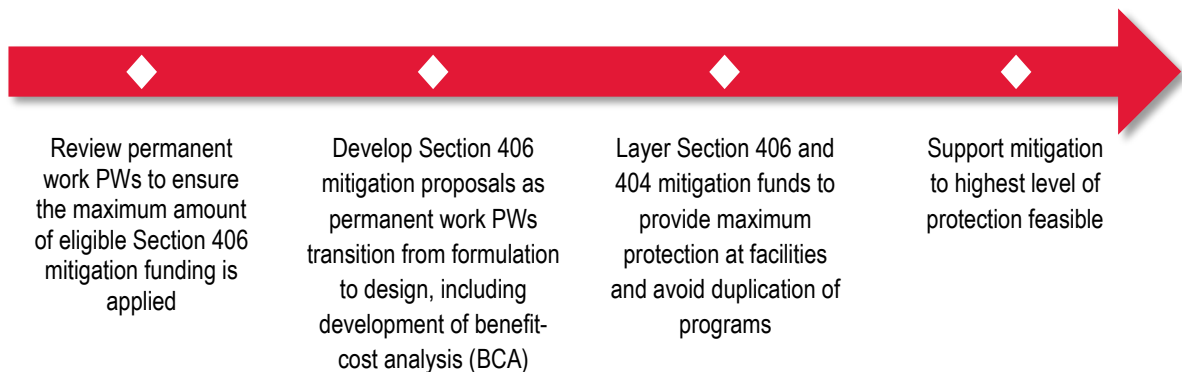
Inspection teams will consist of two-member teams. The number of teams will depend on the number of inspections required to be completed within a given time period and location. It is expected that each team will complete an average of at least 20 inspections per day. Inspection teams will be scheduled to work six days per week in the field and have one rotating day off, so that 12 teams are inspecting daily seven days per week. Data entry will be consistent with the Substantial Damage Estimate Field Workbook

## Grant Formulation

Once Congress has appropriated millions or billions of dollars in disaster aid, it takes expertise, knowledge, tactical decision-making, and programmatic acumen to obtain all of the funding to which an applicant is entitled. Hagerty understands these programs and their nuances surrounding cost estimating, project cost accounting, insurance, hazard mitigation, floodplain management, and EHP. We achieve success by developing robust applications, which minimize ineligibility determinations and limit common issues that arise in the administration of the PA program. Depending on the need of the County, our professionals will:

- » **Develop SOWs.** Hagerty supports this by offering -a multi-disciplinary team that knows federal programs, such as the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Stafford Act) and is familiar with requirements of states across the nation. This work involves not just leading subject matter experts but also detail-oriented support staff who ensure all costs are identified, correctly categorized, and fully supported to claim to FEMA.
- » **Group Projects.** Hagerty believes fewer PWs are better, and we will leverage federal guidance to logically group the PWs based on the existing systems and the use of systems. We work with our clients to leverage internal subject matter expertise to determine when and how grouping should be applied so funding, time, and resources are maximized while processes are streamlined.
- » **Identify Opportunities for Hazard Mitigation.** Maximizing the amount of hazard mitigation funding any jurisdiction receives is a top priority for Hagerty. Our professionals have had success working with FEMA on broad cost-effective mitigation measures, resulting in hazard mitigation funds that in some cases exceeded 100 percent of the repair cost offered through the PA program. We achieve these results by making mitigation central to project development, accomplished by embedding hazard mitigation specialists to review PWs and to ensure all possible opportunities to incorporate mitigation are maximized.

**Figure 8: Hazard Mitigation Review and Project Development Process**



- » **Assist in Development of Hazard Mitigation Projects.** Hazard mitigation is critical to increased resilience and Hagerty is adept at supporting our clients to proactively identify PWs with potential mitigation measures under Section 406 and to independently develop Section 404 projects. Our overall goal will be to support identification of Section 406 and Section 404 mitigation opportunities to ensure the maximum amount of funding is allocated to increase resilience.
- » **Develop Accurate Cost Estimates.** Developing accurate estimates is critically important when designing PWs, performing 50 percent rule or substantial damage calculations, implementing the Section 428 PAAP Pilot Program, and executing alternate or improved projects. We have an in-depth understanding of the Cost

Estimating Format (CEF) and will work with the client to ensure all assumptions and considerations are consistent and applicable to the actual conditions of the County. This quality assurance and review by Hagerty professionals will enhance the quality of cost estimates and result in positive outcomes.

- » **Identify Alternative and Improved Projects.** In most cases, the PA program reimburses applicants for the completion of eligible permanent repair work on an actual cost basis. There are instances where applicants are reimbursed based on capped estimates, known as alternate projects, which require expertise in cost estimating. Hagerty has expertise in cost estimation methods, including developing consistent and accurate estimates, and will work with the County to understand when, and how, to engage in alternate projects.
- » **Implement the Alternative Procedures Pilot Program.** The *Sandy Recovery Improvement Act of 2013* (SRIA) created the Section 428 PAAP Pilot Program, which allows FEMA to make recovery grants for permanent work projects on the basis of fixed cost estimates. Hagerty will engage the Section 428 PAAP Pilot Program and work with the County to determine when to use the program and how to minimize the risk associated with the program by weighing the risks of accepting a capped grant rather than receiving reimbursement on an actual cost basis.
- » **Account for Special Considerations.** Special considerations, such as EHP reviews, must be kept in mind immediately after a disaster. Hagerty will support the County to begin permanent work while considering the National Historical Preservation Act (NHPA) and the National Environmental Protection Act (NEPA). Incorporating these regulatory requirements during project formulation will help Hagerty ensure our clients do not engage in work that is later deemed ineligible.

### Engage a Quality Control Process

Hagerty's quality control review follows a strict process that has resulted in identification of multi-million-dollar errors in favor of our clients. We will use quality control reviews not only to ensure compliance with state and FEMA requirements but to also identify additional funding that might be made available.

### Grant Administration

Besides proactively developing a smart strategy and making key tactical decisions throughout the formulation of grants, establishing processes to ensure productivity, quality, and performance are essential to effective grant administration. Hagerty has a notable track record in grant administration due to our mission focus, talented professionals, and customized tools to support our clients. Depending on the needs of the County, our professionals will:

- » **Review Internal Controls.** Our experience and adherence to regular training for our staff positions prepare us well to review internal controls to identify issues or gaps that may cause a problem during audits and jeopardize federal funding. This includes reviews to ensure adherence to all federal requirements, including the "Super Circular" titled *2 Code of Federal Regulations (CFR) Part 200: Government-wide Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, applicable to all disasters declared on or after December 26, 2014.
- » **Manage Versions.** Using existing or Hagerty's proprietary systems, we will examine versions, categories, obligations, and expenditures while offering the County an overall snapshot of their federal grant program.
- » **Process Progress Payments.** Following grant application and project formation, the PA program becomes transactional, requiring funds to be drawn-down as work is completed. We will work with the County to establish a streamlined payment process by developing mutually agreeable documentation requirements along with the state and FEMA that are concurrent with existing practices.

- » **Implement an Appeals Strategy.** As a firm, Hagerty possesses significant experience with federal appeals process, including preparing appeals when necessary. Our strategy to assist the County is to first establish open communication between all stakeholders, including state and FEMA, to minimize appeals. As issues arise, we will work with these parties to identify mutually agreeable strategies. Only after all avenues are exhausted will we develop an appeal, leveraging documentation and subject matter expertise in PA policy to develop a sound argument for the County.

### Grant Closeout

Recovering from a major disaster takes time. Properly closing out projects completes the recovery process, but there are proactive steps that can be taken early to make this process more efficient. By structuring grant formulation and administration processes around the County’s internal financial management systems and preparing grant documentation consistently, we can facilitate a streamlined application and administration process that expedites recovery. Depending on the needs of the County, our professionals will:

- » **Comply with All Deadlines.** Federal grant programs have varying deadlines associated with work conducted. This includes the PA program, which has a six-month deadline for emergency work and an 18-month deadline for permanent work.
- » **Reconcile PWs and Maintain Versions.** In order to closeout PWs, Hagerty will assign accountants or closeout specialists to review all associated versions. This ensures all eligible costs are captured, ineligible costs are addressed, sufficient documentation is provided, and all federal funding has been obligated.
- » **Apply Cost Underruns.** The Section 428 PAAP Pilot Program allows cost underruns to be applied to hazard mitigation projects for eligible facilities. Underruns can lead to additional mitigation funding for the County, which will be identified during PW reviews.
- » **Monitor and Measure Closeout.** Hagerty leverages closeout managers and tracking tools to keep the focus on monitoring and measuring progress toward closeout. By implementing these tools, we will help the County focus the same level of intensity at the end of the recovery as is focused at the beginning, thereby expediting closeout.
- » **Prepare Closeout Reports.** As necessary, Hagerty will prepare all final closeout reports to support the County. This includes completing the Financial Status Report (Standard Form 425) by updating the basis for accounting, indirect costs, and cumulative transactions as necessary and appropriate.

### Incident Response Support Services

Hagerty understands that the first 72 hours of a response can make a critical difference as it relates to preservation of life, safety of individuals involved, and life sustaining operations for predicted, no notice, imminent, and occurring disaster events. Many of our staff have government experience managing EOCs, Joint Field Offices (JFOs), and forward operating Incident Command posts as a result of actual disasters. Our services offered to the County include response support, such as advisory services to Counties.

#### Services Summary

- » Response and Recovery Strategic Advisory Services
- » Response and Recovery Staff Augmentation and asset management
- » Emergency Support Function (ESF) Specific Staff Augmentation
- » Post-Incident After-Action Review Support

**Figure 9: Hagerty's Response Phased Model**



In order to provide the client with pre- and post-disaster advisory and staff augmentation services to support the response phase to an emergency or disaster, Hagerty will:

- » Continuously maintain our 450-person cadre of emergency management professionals with skills in response operations and disaster recovery;
- » Establish an operational timeline for deployment and environment stabilization based upon the client's needs;
- » Utilize its understanding of the National Response Framework (NRF) and National Incident Management System (NIMS) to assist the client to define key principles, roles, and structures that organize a community's collective response;
- » Define emergency response in compliance with state and local emergency operations planning processes;
- » Establish operational periods and priorities while interpreting policies that provide departments and agencies with guidance for the coordination and direction of municipal plans and procedures; and
- » Develop and or revise Emergency Operations Plans (EOP) processes/protocols, predicated on NIMS, and aligned with the patchwork of special-purpose incident management and emergency annexes into an effective and efficient structure.

To ensure a proper response for staff augmentation task orders issued from the County, Hagerty will work with the jurisdiction or organization prior to the disaster to understand known staff augmentation needs and gaps. Hagerty will maintain and deploy a cadre of experienced staff ready to fulfill known senior, mid-level, and junior roles within the command and control structure. Among other tasks, our Team can assist the County to:

- » Maximize the integration of incident-related prevention, preparedness, response, and recovery activities;
- » Ensure coordination and integration of federal, state, local, and other municipal, private-sector, and nongovernmental organization (NGO) partners;
- » Maximize efficient utilization of resources needed for effective incident management and critical infrastructure / key resources (CIKR) protection and restoration;
- » Establish and maintain incident management communications and situational awareness across jurisdictions and between the public and private sectors;
- » Facilitate emergency mutual aid and emergency support to municipal governments; and
- » Coordinate the transition from response to recovery in field operations.

## Hagerty's Emergency Response Staff Augmentation Capabilities:

- » All hazards risk analysis and threat evaluation
- » Incident action planning
- » Transportation, evacuation, and decontamination
- » Alert notification and warning order communication
- » Life safety evacuation and shelter-in-place decision assistance
- » Mass care (sheltering, feeding, pet sheltering, bulk distribution)
- » AFN considerations
- » Life sustaining logistical resource support (commodity movement and point of distribution [POD] management)
- » Engineering
- » Hazardous materials (HazMat), including chemical, biological, radiological, nuclear, and explosives (CBRNE)
- » Mutual aid, resource typing, and MRP support and management
- » Comprehensive ESF subject matter expertise
- » Accounting documentation of expenses, requests for assistances, and event management
- » Initial impact and preliminary damage assessments
- » Emergency power assessment
- » COOP and business continuity planning (BCP)
- » Interfacing with the inter-governmental stakeholders (local, state, and federal government)

## Community Development Block Grant – Disaster Recovery Support Services

Hagerty has a diverse background in assisting disaster-impacted communities eligible to receive CDBG-DR funds for long-term recovery needs following a major disaster. Because of our understanding of these programs, we offer the right professionals across all program phases, from development of an Unmet Needs Assessment (UNA) to project closeout.

### Services Summary

- » UNA Support
- » Action Plan Development Support
- » Program Implementation Support
- » HUD Compliance Support

- » **Unmet Needs Assessment and Action Plan Development:** In order to support the allocation of CDBG-DR funds, the UNA outlines the type and location of community needs, enabling the County to target limited resources to those areas with the greatest need—low-to-moderate income (LMI) individuals. The UNA must evaluate three core aspects of recovery: housing, businesses and the economy, and infrastructure. Our professionals will review data, collect and analyze additional data, and incorporate resilience and mitigation to craft a robust assessment of unmet needs.
- » **Program Implementation:** Overall technical assistance provided during program implementation may include development of the CDBG-DR Action Plan and support to execute the Action Plan. In alignment with our overall recovery philosophy and consistent with our processes for implementing the PA program, staffing during Program Implementation will be contingent on the needs of the County. For example, if the greatest unmet needs are around housing, we may provide staff with deep experience in housing rehabilitation programs.
- » **Program Monitoring:** An important part of program monitoring will be in preparing the County for HUD and state monitoring. Monitoring is ongoing and establishing appropriate methods early in Program Implementation is important to assure the overall success of recovery. The Hagerty Team will follow the procedures outlined by HUD for monitoring all CDBG and CDBG-DR activities. In addition, we will conduct an

initial risk assessment to determine program risk factors and financial management capacity. After determining risk, we will establish a schedule to regularly monitor risk and provide additional technical assistance to build capacity.

- » **Program Closeout:** In order to support Program Closeout, Hagerty will first file closeout forms on completed projects, including final quality control reviews to ensure all appropriate documentation and information is captured. We will also provide technical assistance to the County to assure the staff understands required reporting systems, including HUD’s Disaster Recovery Grant Reporting (DRGR) data management system.

In addition to the standard CDBG-DR activities, Hagerty emphasizes setting up processes in place to prioritize the identification of FEMA PA-eligible projects that also fit CDBG-DR requirements for the purposes of utilizing CDBG-DR funding for the local cost share for a PW. Hagerty has even implemented a “Coordinated Match” concept for clients, which allows for CDBG-DR funding to pay the entirety of 10 percent of costs (as opposed to 10 percent of each individual cost). Doing so allows an applicant to further segment work, which means administrative and oversight burden inherent to the CDBG-DR program apply to fewer costs overall compared to standard CDBG-DR match procedures. Implementing “Coordinated Match” also makes it easy to track funding sources for duplication of benefits compliance as well.

### **Disaster Debris Monitoring Services**

Hagerty support the County in providing debris monitoring services. As specified in FEMA 327, Debris Monitoring Guide, our debris monitoring approach to the event will be appropriate to the size and impact on the community providing a level of effort to ensure the County obtains the maximum eligible reimbursement.

#### **Project Execution with Automated Debris Management System (ADMS)**

The Hagerty Team will provide Thompson’s ADMS hardware and software system, the Thompson Data Management Suite (TDMS) to carry out disaster debris removal monitoring activities. TDMS has been successfully deployed on nearly every FEMA eligible disaster debris removal monitoring project Thompson has performed since Hurricane Isaac in 2012 and includes large-scale, multi-state activations following Hurricanes Matthew, Harvey, Irma, Maria, Florence and Michael. TDMS meets the US Army Corps of Engineers’ (USACE) Advance Contracting Initiative (ACI) standard for ADMS and is configured to electronically document a variety of debris removal activities and programs including: right-of-way debris removal, hazardous tree work, waterway, sand, vehicle recovery, and private property debris removal. TDMS is further detailed in the table below.

<b>TDMS Component</b>	<b>Description</b>
<b>TDMSmobile</b>	ADMS hardware solution that provides clients the option to manage and monitor debris recovery missions electronically. TDMS <i>mobile</i> can be utilized for a variety of programs and operations including truck certification, right-of-way (ROW) collection, tree work (leaners/hangers/stumps), private property debris removal (PPDR), demolitions, haul out/disposal, and monitor management. TDMS <i>mobile</i> has a disconnected architecture and is fully operational in a post storm environment where cellular networks are destroyed or compromised.
<b>TDMSweb</b>	TDMS <i>web</i> is a web based application that serves as the backbone of the TDMS for storage and data management. TDMS <i>web</i> provides access to viewing, querying, sorting, reporting, mapping and managing project related data and documents including electronic tickets, contractor invoices, text message updates, reports, and FEMA data and image exports.
<b>TDMSmaps</b>	TDMS <i>maps</i> is a web based geographic information system (GIS) application that integrates geospatial and relational data to enhance management and public information capabilities. The County will have full

TDMS Component	Description
	access to live maps, progress maps and query maps which will allow the County and project managers to evaluate progress, assign or re-assign crews, and make general debris management decisions.
<b>TDMS<i>Scient</i></b>	TDMS <i>Scient</i> is a web based portal that serves as the client and contractor information center for project costs, electronic tickets, accounting transactions and invoices. TDMS <i>Scient</i> provides access to viewing, querying, sorting, reporting, mapping and managing project related data and documents.

### Technical Approach by Task

The Hagerty Team's project understanding and approach to assisting the County in disaster debris monitoring operations and the associated management and accounting requirements is detailed in the table below:

Task / Mobilization Time	Description
<b>1. Emergency Management Planning and Training</b>	
Annually prior to hurricane season	The Hagerty Team can provide a variety of planning services, training programs, and tools and templates that can be utilized by the County in future disasters, or participate in exercises related to the County's disaster preparedness, response, and recovery.
<b>2. Debris Program Implementation</b>	
12-24 hours following notice to proceed (NTP)	The Hagerty Team will implement a program based on the specific needs of the County, feedback from debris removal contractors, and debris estimates developed through the preliminary damage assessment.
<b>3. Onboarding and Training of Employees</b>	
12-24 hours following NTP	The Hagerty Team will identify local residents to onboard and train to be debris monitors. This effort will help skilled residents participate in the recovery efforts with a meaningful impact and earn a competitive hourly wage.
<b>4. Health and Safety Plan Implementation</b>	
12-24 hours following NTP	Health and Safety Plan will be periodically reviewed and updated to address any disaster specific hazards including working near traffic. The Hagerty Team's safety program is focused on the safety of monitors and field personnel. The Team will deploy a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.
<b>5. Measure and Certify Trucks by FEMA Public Assistance Program and Policy Guide (PAPPG) Standards</b>	
12-24 hours following NTP	Peak truck certification occurs during the first week of debris removal operations. The Hagerty Team will perform "spot field audits" and recertify trucks throughout the debris removal operation. The Hagerty Team will assign a unique identification number to each truck and a placard with the truck number will be affixed to the side of each debris removal truck.
<b>6. Deploy Loading Site Collection Monitors</b>	
24-48 hours following NTP	The Hagerty Team will deploy collection monitors based on the debris removal contractor's mobilization and certification of trucks. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from County ROW and other collection zones identified and approved by the County. The collection monitor will perform all duties outlined in the SOW and directed by County debris management personnel.
<b>7. Deploy Debris Management Site Monitors</b>	

24-48 hours following NTP	The Hagerty Team will ensure that the County Debris Management Sites (DMS) meet all requirements. DMS Monitors are responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. The Hagerty Team will work with Debris Removal Contractor(s) to obtain copies of all DMS permits.
<b>8. Deploy Field Supervisors / Field Supervisors</b>	
24-48 hours following NTP	The Hagerty Team will deploy one (1) Field Supervisor for every ten (10) collection monitors to appropriately supervise collection operations. The 1:10 supervisor to monitor ratio is encouraged by FEMA.
<b>9. FEMA Consultation</b>	
Scheduled after applicant kickoff	The Hagerty Team has recent experience with FEMA's new delivery model using Grants Portal and, at the direction of the County, is prepared to participate in project scoping meetings with FEMA.
<b>10. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps</b>	
24-48 hours following NTP	The Hagerty Team is prepared to expedite the program based on availability of specialized tree equipment. GPS coordinates, measurements, and photos will be taken for tree work. All hazardous stumps must be approved by FEMA prior to removal.
<b>11. Ordinance Review to Determine Best Method to Perform PPDR</b>	
Once debris operations begin (subject to need)	The Hagerty Team management staff has experience analyzing and designing PPDR programs based on Voluntary/Right-of Entry, Imminent Danger of Collapse, and Public Nuisance Programs. Thompson will work with the County to identify an ordinance that clearly grants the County with the authority to enter private property to remove and dispose of debris, establish a multi-step process to ensure all proper notifications are made to property owners and develop a public outreach plan to ensure that County residents in need are able to participate in the program.
<b>12. Private Property Debris Removal Monitoring</b>	
TBD, based on input from TDEM and FEMA	PPDR programs may include vegetative and C&D debris, as well as leaners, hangers, stumps, and structural demolitions. Each property will have a "PPDR" packet with all documentation necessary for regulatory requirements and FEMA reimbursement including County ordinance, notifications, executed ROE, FEMA/TDEM approval, FEMA HP review and approval, asbestos abatement approval, utility disconnect documentations, site survey, photographs, and close-out documentation.
<b>13. Specialized Debris Removal Monitoring</b>	
TBD, based on input from Texas Division of Emergency Management (TDEM) and FEMA	The Hagerty Team management staff has experience with the operational methods to properly document special debris removal programs such as removal of debris from waterways and lakes, debris removal from parks and trails, and the removal of vehicles and vessels.
<b>14. Accumulate Daily Field Data</b>	
48 hours following NTP	The Hagerty Team will maintain field data for all debris recovery programs monitored. Debris removal data will be organized by debris type, road type, and program. The Hagerty Team's reporting tool is flexible and can be tailored to report debris removal by any number of parameters.

**15. Timekeeping Quality Assurance/Quality Control (QA/QC)**

1 week after removal operations begin

Every night, The Hagerty Team will perform QA/QC on all clock in/clock out times to ensure that electronic time stamps are captured in TDMS. Time entries will be finalized on a nightly basis. Following each work week, individual monitor time logs are distributed in the field for employee review and approval. Any discrepancies in time are reviewed and reconciled by management before the monitor signs their timesheet.

**16. Reconcile Contractor Invoices**

1 week after removal operations begin

The Hagerty Team will perform a thorough review and reconciliation of contractor invoices submitted to the County and comply with the invoicing and payment term in the debris removal contract. All approved invoices will be “audit ready” packages that are organized and formatted for upload into FEMA’s Grants Portal.

**17. Develop FEMA Project Worksheets**

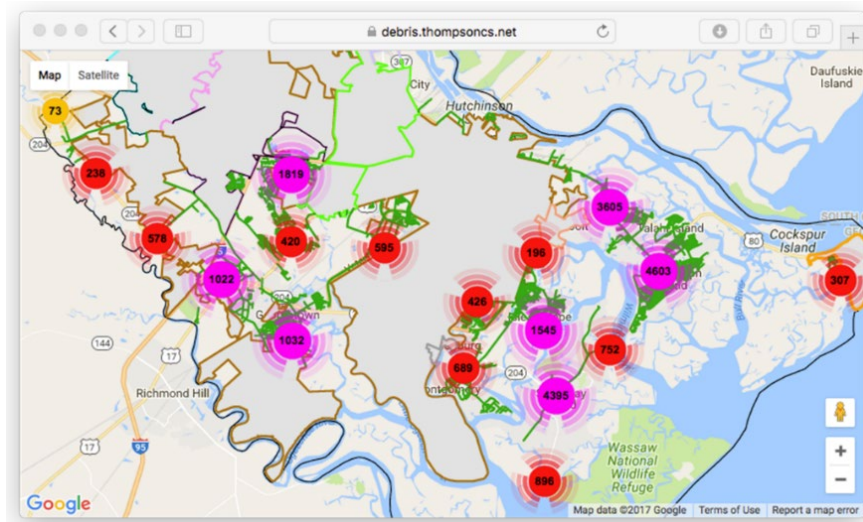
On-going throughout recovery operation

The Hagerty Team will prioritize Category A and B Project Worksheets and provide support to the County with Permanent Work (Categories C-G) Project Worksheets upon request.

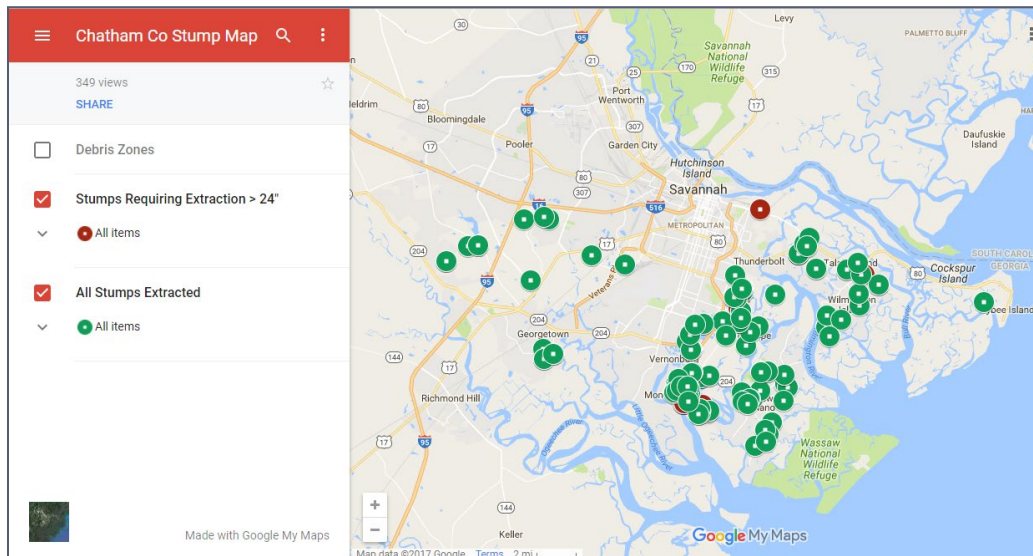
**Comprehensive Mapping Tools**

Through Thompson’s ADMS technology and the accurate and efficient collection of data in the field, The Hagerty Team is able to provide a variety of comprehensive mapping tools, including the ability to tailor progress and real-time operation mapping. The figures below provide examples of some of the mapping capabilities that may be utilized for ROW debris removal and hazardous tree removal programs.

**Figure 10: Debris Load And Tree Work Heat Maps That Illustrate the Concentration of Damage with The Ability to Drill Down Within Each Cluster and Access Individual Transaction Data**



**Figure 11: Hazardous Stump Map Provides Color-Coded Stump Locations to Allow Increased Operational Efficiencies and Real-Time Situational Reporting**



**Contingency and Continuity of Operations/Continuity of Government Planning Support Services**

In order to develop contingency and COOP plans for the County, Hagerty will facilitate a planning process to identify and address the following continuity elements. Leveraging the planning process as outlined in federal guidance, including Comprehensive Preparedness Guide 101 (CPG 101), our Certified Business Continuity Professionals (CBCP) can support the County to effectively validate existing plans, conduct business impact analysis (BIA), identify critical and essential functions, and establish reconstitution priorities. Critical elements of these plans are listed below.

**Services Summary**

- » Contingency Plans
- » COOP Plans
- » Continuity of Government (COG) Plans
- » BIA

**Table 4: Key Elements of Continuity of Operations Plans**

Element	Explanation
<b>Essential Functions</b>	Identifies functions that are determined to be critical activities based on a BIA used to identify supporting tasks and resources that must be conducted upon activation of the COOP plan.
<b>Orders of Succession</b>	Documents who will assume authority and responsibility when agency leadership is incapacitated or becomes otherwise unavailable during a continuity situation.
<b>Delegations of Authority</b>	Establishes who has the right to make key decisions during a continuity situation.
<b>Continuity Facilities</b>	Identifies alternate facilities from which an agency and organization can perform its essential functions in a threat-free environment.
<b>Continuity Communications</b>	Identifies redundancy of critical communications systems to support connectivity to internal and external organizations, customers, and the public.
<b>Vital Records Management</b>	Documents how records will be protected and made available, including electronic and hard copy documents, references, records, information systems, data management software, and any equipment necessary to support essential functions.

Element	Explanation
<b>Human Capital</b>	Provides guidance to emergency employees and other special categories of employees who are activated by an agency and organization to perform assigned response duties during a continuity event.
<b>Tests, Training, and Exercises</b>	Provides guidance to emergency employees and other special categories of employees who are activated by an agency and organization to perform assigned response duties during a continuity event.
<b>Devolution of Control and Direction</b>	Delineates transfers of statutory authority and responsibility for essential functions from an agency's primary operating staff and facilities to other agency and organization employees and facilities.
<b>Reconstitution</b>	Identifies the process by which surviving and/or replacement agency and organizational personnel resume normal agency operations from the original or replacement primary operating facility.

### **Debris Management Planning Support Services**

As part of the larger Debris Monitoring services discussed above, Hagerty also has the experience and expertise to assist the County with either the creation of or the review and update of their existing Debris Management plan. The Debris Management Plan is a vital document that breaks down roles and responsibilities, establishes baseline assumptions, and provides an overall action plan for both operations and communications. The debris plan serves as a playbook for managing debris removal operations in the immediate aftermath of a debris incident. In addition, if FEMA approves the Debris Management Plan pre-incident, they will also provide an additional two percent in federal cost share if the applicant participates in the debris removal pilot program.

**Figure 12: Phases of Plan Development Process**



Hagerty will assist with identifying existing debris removal documentation, internal and external key stakeholders who are vital to the success of any debris removal operations and help establish a timeline and schedule for plan development. Once identified, Hagerty will coordinate and engage with relevant stakeholders to create a comprehensive picture of roles and responsibilities, debris priorities based on assumed debris situations, and the role of debris removal contractors, among other factors. Finally, Hagerty will work with the County to submit the plan to FEMA and assist with any review comments and revisions that are needed as part of that process.

As the County has recently gone through a heavy debris incident with Hurricane Harvey, this experience provides the perfect opportunity to look back at any existing Debris Management Plan and make any necessary revisions. Did the debris assumptions match up to reality? Are additional DMSs needed to prevent debris bottlenecks? Is a different contractor mix needed? By identifying lessons learned and incorporating those into a revised debris plan, Hagerty can help the County be better prepared in the event of another debris-heavy incident in the future.

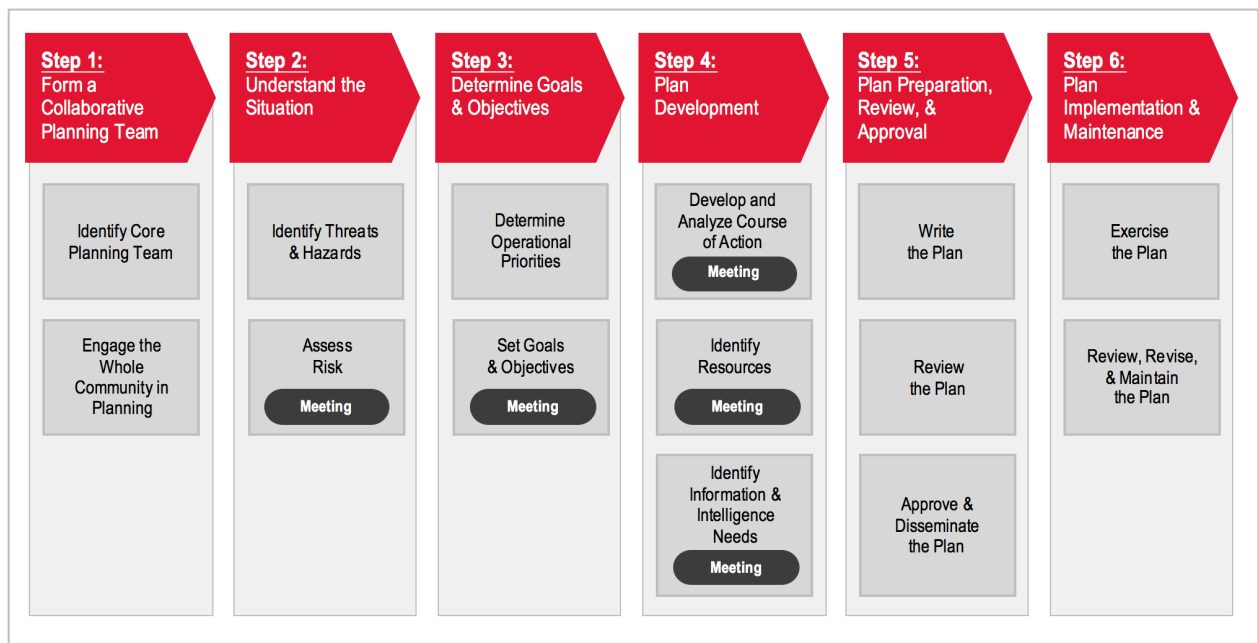
## Emergency Operations Planning Support Services

A dynamic emergency management plan must be flexible and scalable for use during, and following, all types of emergency and disaster events. In partnership with the County, Hagerty can develop and update a variety of plans, including but not limited to EOPs, standard operating procedures (SOPs), and field operations guides (FOGs). Our capability includes offering professionals with significant expertise across ESFs capable of supporting a multitude of operational planning areas, including mass care, cyber, evacuation and sheltering, HazMat, rail transportation, and dam safety. Our planning process is consistent with FEMA's CPG 101, and our professionals have been engaged in developing plans to gain accreditation under the Emergency Management Accreditation Program (EMAP).

### Services Summary

- » EOPs
- » SOPs
- » Hazard Specific Plans and Annexes
- » ESF Plans and Annexes

**Figure 13: Steps in the CPG 101 Planning Process**



**Table 5: Specific Emergency Operations Planning Support Services**

Types of Planning Support Offered by Hagerty	
Emergency Operations Planning	Incident Action and Special Events Planning
CIKR Planning	Logistics Planning
Regional Catastrophic Planning	Mass Casualty/Care and Mass Fatality Planning
Cybersecurity Planning	Public Health and Medical Planning
FNSS Planning	Emergency Public Information and Social Media Planning
Crisis Communication and Citizen Preparedness Planning	Household Pet Planning
Incident Specific Planning	ESF Planning

Over time, jurisdictions may need support to update their EOPs or assess their emergency management programs. Hagerty’s professionals are skilled at conducting assessments; identifying opportunities for improvement; and facilitating change for our clients to enhance emergency management programs. Whether focused on preparedness or recovery, these sessions and outcomes target key areas for improvement and present priorities for operational improvement.

**Services Summary**

- » Emergency Management Program Assessments
- » Plan Assessments
- » EMAP Support

**Figure 14: Hagerty’s Approach to Support Plan and Emergency Management Program Reviews and Assessments**



To specifically support assessments associated with EMAP, Hagerty will develop an EMAP emergency management standard assessment tool referencing the 64 standards within the emergency management

standard and conduct a gap analysis for compliance. This tool will be used during this project and will be available to the client beyond the project completion. Using a database driven format, the tool will allow the client to enter data with reports, in the proper EMAP format, generated from within the same database. The tool will be used to review existing accreditation compliance and provide the client with the information necessary to advance EMAP accreditation and re-accreditation processes once ready to do so. Once our Team has conducted a comprehensive document review and gap analysis, Hagerty can then provide support associated with increasing plan compliance with the emergency management standard, revising plans, and preparing for accreditation reviews and interviews.

### ***Evacuation and Shelter Planning Support Services***

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Hagerty understands that County citizens recently evacuated the area in response to flooding caused by Hurricane Harvey. We are strongly positioned to improve the County's evacuation strategy, promoting resilience of the community and the safety and security of its over 760,000 citizens. Hagerty is a nationally recognized leader in evacuation planning and wrote a best practice guide for the National Governor's Association in 2013 to provide newly elected Governors with guidance on evacuation procedures for large populations.

Our approach to evacuation planning relies upon practical emergency response procedures and a sound understanding of the risks and capabilities of the jurisdiction. The overall methodology for evacuation planning includes identifying threats and hazards; determining evacuation zones; establishing decision-making criteria and triggers for activation; establishing clear command and control; developing a shelter-in-place evacuation strategy; coordinating a resource management strategy; and identification of roles and responsibilities.

#### **Services Summary**

- » Evacuation Plans
- » Evacuation Zone Development
- » Evacuation Zone Maps
- » Shelter-in-Place Strategies
- » Evacuation Decision Making Tools

The foundation of any sound evacuation plan begins with establishing easily identifiable zones. The use of evacuation zones allows a phased, zone-based evacuation movement for both notice and no-to-low notice events. Identifying potential threats and hazards that may necessitate an evacuation will allow planners to identify locations where an event may occur, thereby facilitating the creation of evacuation zones. Hagerty recommends jurisdictions establish evacuation zones based upon known worst-case emergency scenarios. Generally, zones should be designed in a manner that is easy for citizens to understand, readily identifiable, and familiar. For example, zones can follow zip codes, known neighborhoods, major roadways, or other geographical boundaries. Additional data influential in determining the evacuation related needs within evacuation zones will include available information on those individuals who may be considered to have critical transportation needs, including those with limited or no access to transportation who may require government assistance to evacuate safely. Phased evacuation plans will be developed with these considerations in mind.

## Pre-Disaster Hazard Mitigation Planning Services

Our approach to developing or updating hazard mitigation plans (HMPs) is based on our proven experience and current federal guidance for effective hazard mitigation planning. Typically, our professionals employ a three-phased approach to update or develop HMPs for our clients, with variation in the frequency and number of meetings based upon the specific type of plan and requirements of the jurisdiction. One major consideration for hazard mitigation planning is the extent of public engagement in the community, which will have an impact on overall timelines associated with execution. In addition, the process for gaining approval from FEMA can be lengthy, Hagerty will work with the community to navigate this process and will include these considerations into the work plan and overall timeline.

### Services Summary

- » New HMPs
- » Mitigation Plan Updates
- » Hazard Profile Updates
- » Mitigation Strategies
- » Public Outreach and Stakeholder Input

### Phase 1: Conduct Project Kick-off and Ensure Compliance

The overall planning process will begin with a kick-off meeting with the project management team and review of current and relevant federal guidance. By beginning with this review, Hagerty's professionals ensure the overall project is initiated while focused on compliance as the foundation for success.

### Phase 2: Execute the Mitigation Planning Process

The mitigation planning process, whether for a plan update or development of a new plan, will be executed in three steps.

- » **Step 1: Organize Resources and Conduct Documentation Review.** During this step, Hagerty's professionals will identify previous planning materials to support development of an approved mitigation plan or strategy. Our Team will review these materials and crosswalk any existing plans to identify requirements that would prevent the plan being approved. Compliance gaps will be identified, and our professionals will work with the project management team to determine how to efficiently and effectively address outstanding requirements.
- » **Step 2: Assess Future Conditions and Revise the Hazard Profile.** Next, Hagerty will reconfigure or develop a risk assessment and hazard profile, including considerations for future conditions and infrastructure vulnerability. We will collect and integrate the latest known hazard information, data, GIS databases, and uploads from local and regional HMPs (if applicable). Potential future conditions will be used to inform the existing hazard ranking methodology and result in a defensible characterization of vulnerability specific to considerations like sea level rise (if applicable). Future losses from climate induced hazards will be projected using the most accurate, proven analytical tools to assure relevance.
- » **Step 3: Develop or Revise Mitigation Plan.** Upon completion and approval of the hazard profile, Hagerty will work to develop or revise mitigation plan to reflect hazard profile, including climate hazards, and address any known identified gaps. To revise the plan, Hagerty will work with the project management team to develop or amend mitigation plan goals and objectives. Upon approval of goals and objectives, Hagerty will support identification of feasible mitigation actions to achieve these goals. Throughout the planning process, Hagerty will work with the project management team to develop and execute a public engagement strategy in alignment with federal requirements. Finally, Hagerty will develop or revise a written summary of the process by which the final HMP was developed, including meeting schedules, agendas, notes, and rosters of attendees to meet FEMA approval requirements.

### **Phase 3: Coordinate Public Stakeholder Input and Plan Adoption**

Upon the completion of the plan or finalizing the revision, Hagerty will provide the draft plan to the project management team for review and public comment. It is important to note: an open public involvement process is essential to the proper development of an effective plan and further promotes community buy-in. Once public stakeholder feedback is received, Hagerty will work with the project management team to review comments and incorporate applicable feedback. Upon completion of the final draft, Hagerty recommends the client formally adopt the revised plan. The formal adoption process demonstrates the client's commitment to fulfilling the hazard mitigation strategy goals and objectives outlined in the plan. Once adopted by key stakeholders, Hagerty will work with the client to formally submit the final plan to FEMA for approval, as needed.

### ***Community Rating System Technical Assistance***

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The National Flood Insurance Program (NFIP) Community Rating System (CRS) is a voluntary program established to encourage communities to implement floodplain management standards that exceed minimum NFIP requirements. By participating in CRS, communities not only reduce overall flood risk but also receive reduced NFIP policy premiums compared to communities that only meet minimum standards.

CRS participants are placed in classes according to a points system based on activities in the following four categories:

- » Public information;
- » Mapping and regulations;
- » Flood damage reduction; and
- » Warning and response.

Hagerty can work with the County to determine whether participation in CRS makes sense for the County. If so, Hagerty will assist the County in identifying an overall strategy for what activities are most appropriate for the County to pursue an improved floodplain management program to better protect the public but also take the CRS class system into consideration. Each community will have a tailored plan that reflects the needs and risk specific to their situation, but Hagerty can help the County navigate the development and NFIP review/approval process to ensure both the added protection and cost savings.

In addition, there is added benefit in developing the CRS floodplain management program improvements and HMP concurrently. As there is significant overlap between the CRS documentation and flood mitigation section of the mitigation plan, coordinating those efforts will cut down on duplicate work compared to if both were developed separately. As the requirements for the CRS are more rigorous than those for flood mitigation in the mitigation plan, the CRS documentation can be used for both plans but not vice versa.

### ***Testing, Training, and Exercise Program Support Services***

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In order to develop and deliver tests, training, and exercises for the County, our Team will maintain compliance with HSEEP, including meetings, document development, and overall process management. The following matrix provides an overview summary of the necessary meetings, documents, and other items to support each exercise type.

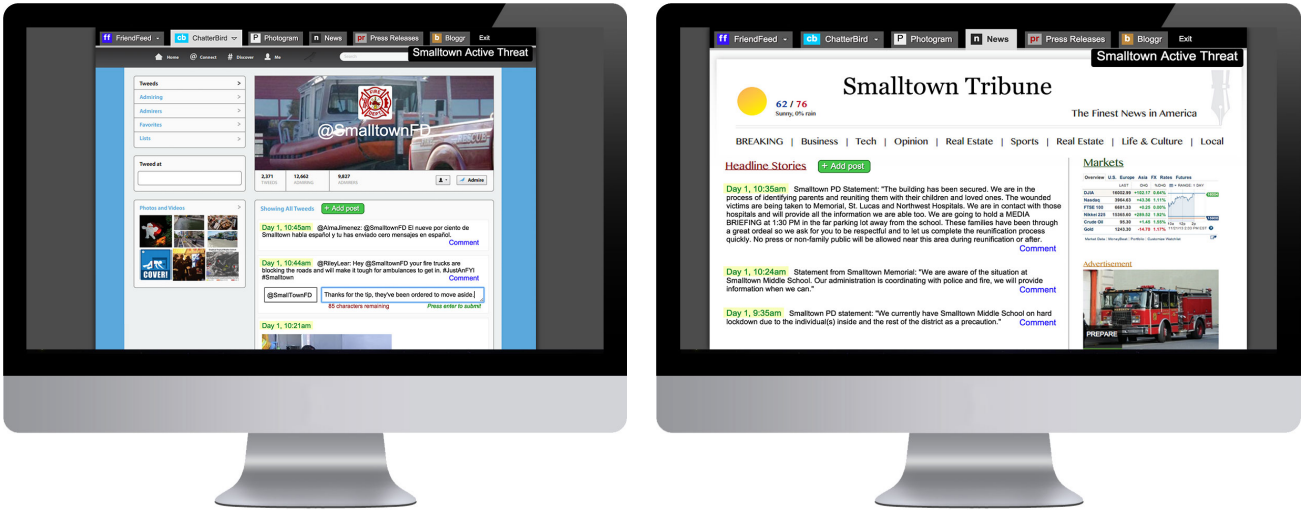
#### **Services Summary**

- » Training
- » Workshops
- » Tabletop Exercises (TTXs)
- » Functional Exercises (FEs)
- » Drills
- » Full-Scale Exercises (FSEs)

**Table 6: HSEEP Details**

Exercise Type	Key Features	Key Meetings	Key Deliverables
TTX	<p>Discussion based exercise designed to allow participants to review a scenario and respond to the scenario within their role in a low-stress environment. Encourages players to discuss issues, roles, responsibilities, and responses while identifying opportunities for improvement.</p>	<p>Initial Planning Meeting (IPM); Mid-Term Planning Meeting (MPM); Final Planning Meeting (FPM); Facilitator and Evaluator (F/E) Briefing; After-Action Meeting (AAM)</p>	<p>Meeting Agendas; Meeting Briefings; Meeting Minutes; Player Briefing; Exercise Scenario; Situation Manual (SitMan); Exercise Evaluation Guide (EEG); Participant Feedback Form; Hot wash Form; AAR and IP</p>
FE	<p>Validates and captures capabilities and opportunities for improvement in an operational environment. These exercises are conducted in a realistic, real-time environment, and typically focus on one function without deploying materiel, people, or personnel to the field.</p>	<p>Concept and Objectives (C&amp;O) Meeting; IPM; MPM; Master Scenario Events List (MSEL) Meeting; FPM; Controller and Evaluator (C/E) Briefing; AAM</p>	<p>Meeting Agendas; Meeting Briefings; Meeting Minutes; Player Briefing(s); Master Task List (MTL); Extent of Play Agreement; Exercise Scenario; MSEL; Exercise Plan (ExPlan); EEGs; C/E Handbook; Communications Plan; Participant Feedback Form; Hot wash Form; AAR and IP</p>
FSE	<p>The most realistic exercise operationalizes multiple components of a response in real-time. Focused on recreating the conditions that may be faced in the field during an actual incident by presenting players with complex and realistic problems.</p>	<p>C&amp;O Meeting; IPM; MPM; MSEL Meeting; FPM; C/E Briefing; AAM</p>	<p>Meeting Agendas; Meeting Briefings; Meeting Minutes; Player Briefing(s); MTL; Extent of Play Agreement; Exercise Scenario; MSEL; ExPlan; EEGs; C/E Handbook; Communications Plan; Participant Feedback Form; Hot wash Form; AAR and IP</p>

Figure 15: Hagerty's EMSocialSimulation Tool



## EMSocialSimulation

In addition to the specific expertise and skill in testing, training, and exercise programs, Hagerty offers access to our proprietary social media simulation tool, EMSocialSimulation to enhance design and execution of exercises with public communication and engagement components.

EMSocialSimulation is a secure, web-based tool that allows organizations to simulate social media interactions and response techniques in a private, secure environment. Emergency managers, communications teams, business continuity managers, and first responders all need to know how to use social media for disaster communications. Our product is practical, easy to use, and affordable. Hagerty offers EMSocialSimulation to mimic public and media reaction to the scenario. The tool is web- and cloud-based, allowing users to simulate social interactions and response techniques in a private, safe environment using the most common social networks, including Facebook™, Twitter™, Instagram™, and Tumblr™. EMSocialSimulation also includes local news, blogs, and forums, allowing public information officers (PIOs) and emergency managers to blend traditional communication outlets with social media as they would prior to, during, and following an emergency in their community.

## Post-Event After-Action Reporting

Hagerty is aware of the challenges that are presented by consolidating information on event response into an actionable AAR and IP. However, given our experience in after action reporting and meeting facilitation, we are confident in our ability to support the County with this initiative. Hagerty's experience supporting recovery events and after-action reporting dates back to the firm's inception. Hagerty has completed more than 100 AAR, including post-incident AAR, for our clients. In addition to utilizing our direct experience in disaster recovery and response operations, Hagerty will also employ our vast knowledge of HSEEP, NIMS, and the Incident Command System (ICS) to identify areas of improvement and strengths in the plans, policies, and procedures to develop a robust AAR.

# EXHIBIT B

**RFP 19-041**

**Exhibit A: Pricing Schedule**

Proposer shall provide all labor, equipment manpower and other resources necessary to provide the goods or services in strict accordance with the scope of services, specifications defined in this solicitation for the amounts specified in this Pricing Schedule.

Hourly rates to include all costs, including but not limited to, insurance, overhead and profit, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses. Proposer must adhere to the Fort Bend County Travel Policy (Exhibit B).

Under each position, proposer to detail main duties and responsibilities.

**Debris Management:**

<u>Positions</u>	<u>Hourly Rate</u>
Field Project Manager	\$85_____
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Operations Manager	\$75_____
<hr/>	
Health and Safety Officer	\$80_____
<hr/>	
Data Manager	\$75_____
<hr/>	
GIS Analyst	\$55_____
<hr/>	
Field Supervisor	\$60_____
<hr/>	
Billing/Invoice Analyst	\$60_____
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**Debris Management (cont'd):**

<b><u>Positions</u></b>	<b><u>Hourly Rate</u></b>
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Disposal Site Manager	\$ <u>50</u>
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Collection Monitor	\$ <u>40</u>
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Project Coordinator	\$ <u>35</u>
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Load Ticket Entry Clerk	\$ <u>80</u>
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Call Center Staff	\$ <u>35</u>
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**Consulting/Planning:**

<b><u>Positions</u></b>	<b><u>Hourly Rate</u></b>
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Administrative Specialist II	\$ <u>90</u>
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Research Assistant	\$ <u>100</u>
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Proposal Coordinator	\$ <u>90</u>
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Communication Technician	\$ <u>125</u>
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**Consulting/Planning (cont'd):**

<b><u>Positions</u></b>	<b><u>Hourly Rate</u></b>
Help Desk Operator	\$ <u>105</u>
Administrative Specialist	\$ <u>70</u>
Research Assistant II	\$ <u>110</u>
Service Center/Logistics Specialist	\$ <u>125</u>
Analytical Aide	\$ <u>115</u>
Planning Aide	\$ <u>115</u>
Project Control Specialist	\$ <u>110</u>
Database Administrator	\$ <u>110</u>
Consulting Aide	\$ <u>105</u>
Assistant Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$ <u>125</u>

**Consulting/Planning (cont'd):**

<b><u>Positions</u></b>	<b><u>Hourly Rate</u></b>
Program Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$ <u>145</u>
System Administrator	\$ <u>120</u>
Law Enforcement Subject Matter Expert/Trainer	\$ <u>200</u>
Public Assistance/Grant Management Consultant	\$ <u>150</u>
Fire/HAZMAT/Subject Matter Expert Trainer	\$ <u>200</u>
Consultant/Planner/Scientist/Assessor/Analyst/ Environmental Specialist I	\$ <u>150</u>
Project Manager/Consultant Planner/Scientist/ Assessor/Analyst/ Environmental Specialist II	\$ <u>170</u>
Project Manager/Consultant Planner/Scientist/ Assessor/Analyst/ Environmental Specialist III	\$ <u>200</u>
Senior Public Assistance/Grant Management Consultant	\$ <u>175</u>
Senior Planner/Assessor/Scientist/Analyst	\$ <u>190</u>

**Consulting/Planning (cont'd):**

<b><u>Positions</u></b>	<b><u>Hourly Rate</u></b>
Supervisng Public Assistance Consultant	\$ <u>190</u>
Senior Consultant/Planner/Scientist/Assessor/Analyst/ Environmental Specialist	\$ <u>200</u>
Supervising Consultant/Planner/Scientist/Assessor/Analyst/ Environmental Specialist	\$ <u>240</u>
Program Manager	\$ <u>170</u>
Senior Program Manager	\$ <u>190</u>
Principal Consultant/Planner/Scientist/Assessor/Analyst	\$ <u>240</u>
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	\$ <u>275</u>
Subject Matter Expert	\$ <u>205</u>
FEMA Appeals Legal Specialist	\$ <u>200</u>
Senior FEMA Appeals Legal Specialist	\$ <u>225</u>

**Consulting/Planning (cont'd):**

**Positions**

**Hourly Rate**

Principal FEMA Appeals Legal Specialist

\$ 250

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**Additional Positions:**

**Position**

**Hourly Rate**

Title: \_\_\_\_\_

\$ \_\_\_\_\_

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**Additional Positions (cont'd):**

**Position**

**Hourly Rate**

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# 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).

**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 employee's 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:**

● [REDACTED]  
● [REDACTED]  
● [REDACTED]

**Avis:**

● [REDACTED]  
● [REDACTED]

**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.