

STATE OF TEXAS                   §  
  §  
COUNTY OF FORT BEND       §

**AGREEMENT FOR CONTINGENCY ALL HAZARDS CONSULTING SERVICES  
PURSUANT TO RFP 25-015 – 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 MPACT Strategic Consulting LLC (hereinafter “Consultant”), a company authorized to conduct business in the State of Texas (hereinafter each referred to as a “party” or collectively as the “parties”).

**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 County RFP 25-015 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 25-015; and

WHEREAS, County may receive funding assistance from FEMA to provide for these services; and

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 requirements and specifications of County’s RFP 25-015, which is incorporated fully by reference for all purposes; and in accordance with Consultant’s Proposal, which is attached hereto as Exhibit “A” and incorporated fully by reference for all purposes, including but not limited to the following services:
  - 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), and any additional added during the duration of the contract:

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", which are incorporated fully by reference and attached to this Agreement. In no case shall the amounts paid by County under this Agreement exceed these maximum rates without an agreement executed by the parties.

- B. Upon approval of the County Auditor, any travel and mileage expenses incurred in the performance of required services will be reimbursed to Consultant to the extent that those costs that do not exceed Fort Bend County travel reimbursement allowances. A copy of the County's Travel Policy with those reimbursement limits is attached and incorporated as Exhibit "C" to this Agreement. Consultant will not be reimbursed for costs in excess of those listed in Exhibit C.
- C. 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 & Emergency Management Director.
- D. 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.

#### **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. In no event will the amount paid by the County for all Services under this Agreement exceed this Limit of Appropriation without an amendment executed by the parties.

#### **Section 5. Time of Performance**

Response time shall be deemed as having Consultant'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. The term of the Agreement is effective February 1, 2025, and shall expire no later than January 31, 2028, unless terminated sooner pursuant to this Agreement. The Agreement is renewable annually for two (2) additional one (1) year renewal options (potentially through January 31, 2030) 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 as specified in the Scope of 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 60 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.
- 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. For Commercial General Liability, the County shall be named as an Additional Insured on a Primary & Non-Contributory basis.
- 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 Agreement is completed.
- D. Consultant shall not commence any portion of the work under this Agreement 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 Consultant.

#### **Section 11. Indemnity**

**CONSULTANT SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONSULTANT, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONSULTANT OR ANY OF CONSULTANT'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. Nothing in this Agreement will be construed to waive the requirements of any record retention laws applicable to County.



- F. Consultant expressly acknowledges that County is subject to the Texas Open Meetings Act, TEX. GOV'T CODE ANN. §§ 551.001 *et seq.*, as amended, and notwithstanding any provision in the Agreement to the contrary, County will comply with the provisions of the Texas Open Meetings Act, as applicable, in relation to the Agreement.

**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 Consultant 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: 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: MPACT Strategic Consulting LLC  
ATTN: Spurgeon Robinson  
4365 Southwest Freeway, Suite 700  
Houston, Texas 77027

- C. Notice is effective only if the party giving or making the Notice has complied with subsections 15. 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.

Consultant shall comply with all federal, state, and local laws during the performance of this Agreement and shall maintain services and products that fulfill all Americans with Disabilities Act (ADA) requirements.

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 subcontractors to insure that the County maintains a drug-free workplace.

#### **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 Exhibits, and in accordance with the requirements and specifications of County's RFP 25-015.

#### **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.
- D. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County.

#### **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. County does not agree to submit disputes arising out of the Agreement to binding arbitration. County does not agree to pay any and/or all attorney fees incurred by Consultant in any way associated with the Agreement.

#### **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. Grant Clauses**

Consultant understands that and acknowledges that this Agreement may be totally or partially funded with federal funds and/or state funds. Consultant represents and warrants that it is and will remain in compliance with all applicable federal and/or state provisions, including the clauses referenced within the County's RFP 25-015, which are now attached to this Agreement as Exhibit D and incorporated fully by reference.

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

The contents of this Section are required by Texas law and are included by County regardless of content. For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Consultant hereby verifies that Consultant and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:

- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.
- (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. "Boycott Israel" has the meaning provided in § 808.001 of the Texas Government Code.
- (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. "Boycott energy company" has the meaning provided in § 809.001 of the Texas Government Code.
- (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Consultant does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. "Discriminate against a firearm entity or firearm trade association" has the meaning provided in § 2274.001(3) of the Texas Government Code. "Firearm entity" and "firearm trade association" have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.

**Section 25. Human Trafficking**

BY ACCEPTANCE OF THIS AGREEMENT, CONSULTANT ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.

**Section 26. 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 27. Conflict**

In the event there is a conflict between this Agreement and the attached Exhibits, this Agreement controls.

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(Execution Page Follows)

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**


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

\_\_\_\_\_  
Date

ATTEST:

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

APPROVED:

  
\_\_\_\_\_  
Homeland Security & Emergency Management

**MPACT STRATEGIC CONSULTING LLC**



\_\_\_\_\_  
Authorized Agent – Signature

\_\_\_\_\_  
Spurgeon Robinson

\_\_\_\_\_  
Authorized Agent- Printed Name

\_\_\_\_\_  
President

\_\_\_\_\_  
Title

\_\_\_\_\_  
12/30/2024

\_\_\_\_\_  
Date

**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 Agreement.

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

Exhibit A: Consultant's Proposal  
Exhibit B: Consultant's Pricing  
Exhibit C: County Travel Policy  
Exhibit D: Grant Clauses

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# EXHIBIT A



November 12, 2024

Brooke Lindemann  
Senior Buyer  
Fort Bend County Travis Annex  
301 Jackson, Suite 201  
Richmond, Texas 77469  
Brooke.Lindemann@fortbendcountytexas.gov

**Reference: RFP 25-015, Contingency All Hazards Consulting**

Dear Ms. Lindemann,

We are pleased to submit our proposal to Fort Bend County ("The County") for Contingency All Hazards Consulting services. We understand that Fort Bend County is seeking a highly qualified consultant firm to provide a variety of professional services related to emergency management.

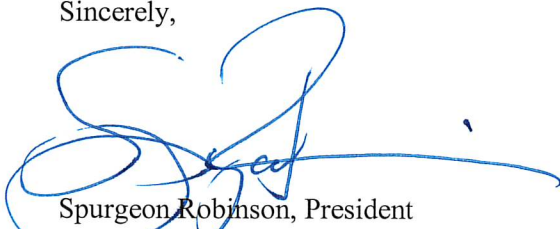
In our 17th year as a Houston-based company, MPACT has extensive expertise in all aspects of FEMA Public Assistance, planning, training, recovery, and mitigation. We have a proven history of emergency response and planning with the Texas General Land Office, the City of Houston, Harris County, and over 35 other local communities. Our experience extends across Fort Bend County, including every Joint Resolution Jurisdiction with services encompassing FEMA PA and mitigation, Continuity of Operations Planning, training exercises, Community Development Block Grant programs, disaster response and damage assessments, shelter services, case management, and community outreach. Additionally, we have developed and implemented procedures and programs for the states of New York, North Carolina, Florida, Tennessee and Puerto Rico, which reflects our national capabilities and expertise we bring to the County. We are recognized for our customer focus, agility, and responsiveness, which often surpasses that of other firms.

MPACT Strategic Consulting ("MPACT") has assembled a dynamic team of professionals including our partners Tidal Basin Government Consulting, SWCA and The Olson Group, (referred to as "The MPACT Team") who are adept in providing all the services under this RFP and providing the best value to the County. Encapsulated in this response are the credentials and experience of the collective team, along with comparable projects that provide evidence of our technical expertise and capacity to perform the full scope of work required under this solicitation.

With the MPACT Team, the County gets a team that is ready to deliver results on **Day One** as is evidenced by the work we have already done on behalf of the County and surrounding areas. MPACT believes that this is the right matrix of experience that will prove to be invaluable to the County and to the affected citizens at large.

Spurgeon Robinson, President/CEO of MPACT, is the appropriate contact for this engagement and can be reached via email at [srobinson@mpact-consulting.com](mailto:srobinson@mpact-consulting.com) or via his direct mobile phone at 832-563-1885.

Sincerely,



Spurgeon Robinson, President  
MPACT Strategic Consulting LLC



TAB 3. FIRM MANAGEMENT PLAN

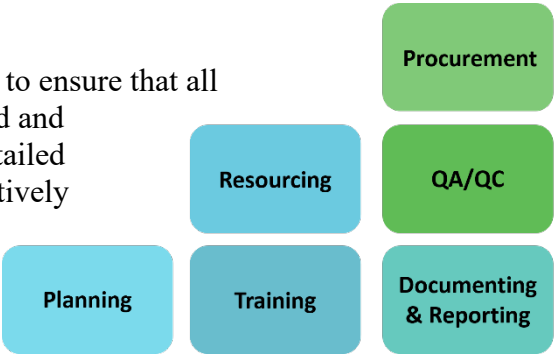
MPACT’s Management Plan is built on a foundation of local expertise, regional knowledge, and proactive planning, all reinforced by our commitment to client-focused, error-free compliance and precise reporting. Our local resources are thoroughly trained in FEMA incident response protocols, ensuring rapid, efficient deployment during any disaster.

In collaboration with Fort Bend County, we will review existing plans and contracts, develop contingency strategies, and implement pre-event training and communication with stakeholders. Our annual activities will include reviewing lessons learned, identifying best practices, conducting logistics assessments, confirming FEMA skills training, and maintaining up-to-date resource databases and on-call procedures to ensure readiness for all potential events.

3.1 Project Management

Response Plan

MPACT applies best practices in project management to ensure that all relevant plans and documents are thoroughly reviewed and integrated into our response strategy. We prioritize detailed procedures and initiate planning at the outset to proactively mitigate risks. Our approach ensures that all stakeholders, including our staff, Fort Bend County, subcontractors, and vendors, are fully trained and aligned with expectations.



Following contract award, MPACT will conduct a comprehensive review of Fort Bend County jurisdictional resources, TDEM shelter facilities, and logistics, including response procurement and contracting. Our planning process will incorporate all necessary regulations and include thorough documentation of procedures, logistics, mobilization schedules, and contingency plans for accommodations and logistics.

By addressing these critical components at the beginning of the project, MPACT ensures a well-coordinated, efficient, and responsive plan that meets the needs of all stakeholders while adhering to required standards.

Training

MPACT prioritizes annual training to ensure readiness for any emergency mobilization and implementation. These training initiatives reflect best practices that MPACT has developed through years of experience and lessons learned from observing weaknesses in other responses. We begin training efforts proactively, even before funding or Notice to Proceed (NTP) is secured, to guarantee smooth preparedness and response in the event of an emergency.

Our training program covers essential areas such as mobilization requirements, communication protocols, staging site operations, safety measures, personal protective equipment (PPE) guidelines, regulatory compliance, procurement procedures, and the use of documentation forms and checklists. By embedding these practices into our preparedness plan, MPACT ensures that

all team members are fully equipped to respond efficiently and effectively, no matter the emergency.

### Resourcing

MPACT will conduct semi-annual recruitment and communication checks to ensure that the necessary resources and logistics are in place to deploy personnel within 6 hours and initiate response activities within 24 hours. This proactive approach includes verifying hiring documentation, conducting background checks, confirming deployment rules, and ensuring that training and certification requirements are met. These measures will be periodically reviewed and updated to maintain readiness, ensuring that MPACT is always prepared to mobilize swiftly and effectively when an emergency arises.

### Mobilization

**We are local; therefore, we can respond prior to, during and directly after an event.** The Project Manager will oversee communication with the section leads and initiate mobilization in coordination with our human resource deployment and activation protocols. Key actions include:

- ✿ Deploying the Program Manager and Section Leads to the Fort Bend County Emergency Operations Center within 2 hours of activation.
- ✿ Initiating operational response at designated staging sites within 24 hours, ensuring that all required resources are on the ground in Fort Bend County to support the response efforts.

This structured approach ensures a seamless and efficient mobilization process, enabling rapid response to any emergency situation.

### Service Coordination

After the initial meeting, MPACT develops a comprehensive Project Management Plan that includes the following key components:

- ✿ Scope of Work
- ✿ Project Schedule
- ✿ Communications Plan
- ✿ Action Plans for Disaster Recovery Activities
- ✿ Change Management Strategy
- ✿ Prioritization of Tasks
- ✿ Stakeholder and Public Outreach

Our project management approach, as demonstrated in our work with Fort Bend County, aligns with the Project Management Body of Knowledge (PMBOK®) standards. This ensures that each project is delivered on time, with high-quality and compliant documentation, while maintaining a customer and community-focused financial performance.

To manage projects effectively, MPACT tracks contracts and resources on a project-by-project basis. We categorize resources into direct and administrative costs, with each project managed as a separate cost center. This approach fosters accountability and ensures financial accuracy, which has proven to be an industry best practice for resource and budget management.

MPACT also performs daily burn-down estimates using our time tracking system and project schedules. This allows us to align invoicing with specific project activities and generate accurate, consistent billing documentation that supports our clients' needs.

### **Project Monitoring and Quality Controls/Assurance**

MPACT has developed effective management, coordination, and quality assurance approaches to deliver results to clients while avoiding cost and schedule overruns. Implementing lessons learned from prior experience with complex and diverse programs, we employ specialized teams ensuring optimal performance in delivering results for each task area.

MPACT has a three-tiered (Time, Cost and Scope) approach to quality assurance and monitoring that has been effective for past engagements and successfully identifies risks for mitigation and corrective actions. Our process includes a series of checklists, experienced-based decision making, interim management reviews and approvals, and independent technical reviews to monitor subcontractors and make sure the work product is correct and free of errors. To manage the program, we use a disaster grant management system to manage and track the disaster recovery funds that a community receives easily and effectively.

### **Documentation and File Structure**

MPACT will establish robust internal controls and reporting methods to monitor program administration and financial aspects effectively. We prioritize developing and implementing management protocols, activities, controls, and reporting structures to oversee operations, troubleshooting issues, and ensure transparency for the state. Key activities include:

- ✿ Setting up project management controls and structures aligned with all state and federal requirements.
- ✿ Developing a comprehensive Project Management Plan covering contract detail, communication standards, review cycles, graphic standards, templates, work plans, and schedules in collaboration with the state.
- ✿ Focusing intently on detail to achieve desired outcomes and mitigate risks effectively.
- ✿ Providing high-quality training, ongoing quality assurance, and regular performance reviews to maintain project excellence.

### **Procurement**

MPACT has extensive experience in supporting state-level programs and providing procurement guidance to cities, counties, and Councils of Governments (COGs) across Texas. Our team is well-versed in the nuances of 2 CFR 200 compliance and the Texas Local Government Code, which governs county procurement processes. We assist local governments, like Fort Bend County, in defining project scopes, reviewing RFQs and RFPs, and ensuring procurement

activities meet both federal and state regulatory requirements, such as Chapter 262 (county purchasing) and Chapter 271 (competitive bidding).

Leveraging our experience with state-level programs, MPACT offers specialized guidance to ensure cities, counties, and COGs navigate procurement challenges effectively. Our team provides strategic advice on meeting state and federal guidelines, helping local entities comply with key provisions like Chapter 2254 (professional services contracts) and ensuring competitive, transparent procurement practices. By utilizing our expertise, Fort Bend County and other local governments can confidently manage their procurement processes while adhering to the full scope of applicable regulations, reducing compliance risk and promoting efficient, transparent operations.

### **Financial Management**

MPACT will provide monthly, quarterly, and annual reports, including financial statements and managerial reports. We establish and maintain record keeping systems, report suspected fraud, abuse, and waste, and prepare and submit all required reports. MPACT implements internal controls and reporting methods for the projects to effectively monitor the administration and financial aspects of the program. Deliverables will include the following:

- ✿ Financial reporting for compliance with guidance under 2 CFR 200.
- ✿ Prepare Federal and State regulatory reports.
- ✿ Assist subrecipient with resolving third party claims.
- ✿ Ensure that fraud, abuse, and waste prevention practices are in place.

### **Project Status Reports**

Interim Report: MPACT will coordinate in the preparation of the Interim Report for submittal, which includes expenditures by category at the summary level.

Quarterly Project and Expenditure Reports: MPACT assists in the preparation of required quarterly project and expenditure reports, which include financial data, project status, schedules, and outstanding project issues.

## **3.2 FEMA**

### **Regulatory Compliance**

MPACT's FEMA experts possess in-depth knowledge of the statutory requirements and regulations necessary to assess eligibility and ensure full compliance with federal laws and policies. We adhere to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121, as amended), Title 44 Code of Federal Regulations (CFR) § 206, Subpart G, and all relevant FEMA policies and guidance. Our team is well-versed in navigating the complexities of federally funded programs, including understanding key federal and local regulations, policy interpretations, and waiver requests. This ensures that all activities are executed in compliance, minimizing any risk of de-obligations or non-compliance.

## Planning

Building on our extensive experience in Disaster Recovery Relief, particularly through the management of the Fort Bend County FEMA program, MPACT applies best practices derived from identifying potential pitfalls and high-risk areas. We have established key performance metrics to monitor each process step, mitigating risks and ensuring successful outcomes. Our approach is closely coordinated with Fort Bend County officials to ensure that every component of the recovery plan is designed to avoid delays, maximize reimbursement, and achieve a successful recovery for the County.

Upon contract award, MPACT will implement the following activities, supported by a comprehensive training plan:

- **Internal Control Assessment and Project Checklist:** Development of robust internal controls to ensure consistent project execution and compliance.
- **Program-Wide Communications Plan:** Creation of a communications strategy to synchronize efforts across all project phases.
- **Standard Operating Procedures (SOPs):** Development of clear SOPs that define all project management tasks, roles, and responsibilities.
- **Monitoring of Obligations and Expenditures:** Ongoing tracking of expenditures and obligations for each deliverable across all project phases.
- **Collaborative Issue Resolution:** Working closely with the County to identify and resolve issues impacting project scope, quality, cost, budget, and schedule.
- **Progress Reports:** Preparation of regular reports detailing budget expenditures, milestones, deliverables, and any potential delays.
- **Meeting Participation:** Attendance at key meetings as required by the County to ensure alignment and address ongoing concerns.

Community outreach is integral to our approach, especially in guiding disaster survivors through complex federal and state assistance programs. Our outreach plan will include:

- **Local Jurisdiction Engagement:** Collaborating with local jurisdictions to ensure affected populations receive accurate, timely information on eligibility and application processes.
- **Targeted Outreach for Vulnerable Populations:** Refining strategies to ensure that underserved and vulnerable communities are informed, supported, and have reduced barriers to accessing assistance programs.

To provide a comprehensive approach, MPACT aligns its operations and training to a five-phase FEMA delivery model. The activities are divided into various stages to provide a general understanding of when activities may occur throughout the grant process.



### **FEMA Individual Assistance (IA) Advisory Service**

MPACT has a track record of providing support services to state and local governments under the FEMA Individual Assistance (IA) program. We understand the urgency in ensuring that affected citizens get the financial assistance necessary to secure basic needs immediately after the disaster. Our familiarity with federal funding regulations and disaster recovery protocols allows us to provide expert technical assistance in the following areas:

- ✿ **Mass Care and Emergency Assistance (MC/EA):** Our experience with shelter operations and disaster housing under CDBG-DR and CDBG-CV grants translates into a deep understanding of FEMA's MC/EA, ensuring timely and compliant delivery of services to displaced populations.
- ✿ **Individuals and Households Program (IHP):** We have administered large housing programs that involve rental assistance, transitional sheltering, and home repair. This positions us to manage IHP functions with a focus on addressing survivors' short-term and long-term housing needs.
- ✿ **Disaster Case Management (DCM):** With our case management experience, we excel at guiding survivors through recovery processes, assisting them with FEMA eligibility, documentation, and appeals while coordinating additional social services.
- ✿ **Crisis Counseling and Training Program (CCP), Disaster Unemployment Assistance (DUA), and Disaster Legal Services (DLS):** Through CDBG-CV, we have supported individuals facing economic, emotional, and legal challenges due to crises like the COVID-19 pandemic, providing the foundation to seamlessly offer similar services under FEMA IA programs.

### **FEMA Public Assistance (PA)**

Throughout the FEMA PA process, our goal is to maximize your FEMA reimbursement and submit closeout-ready documents. MPACT delivers exceptional services to maximize FEMA reimbursement for our Stakeholders (Federal, State, Applicant) from conducting damage assessments to closeout of CAT A - G. We collaborate directly with our partners (FEMA, State, and Local County/City Departments), to ensure an open line of communication is applied throughout the process.

MPACT has assists local recipients with Public Works projects ranging from Wastewater Improvements, Road/Street Improvements, Restoration of Infrastructure (i.e., water and sewer facilities, generators, etc.), Flood control and drainage repair/improvements, Fire Protection facilities, Community Centers, and Shelters. Key activities include:

- ✿ Evaluating potential projects for compliance with federal regulations.
- ✿ Mitigating risks of fraud, waste, or abuse by monitoring dual funding conflicts.
- ✿ Ensuring projects enhance emergency preparedness and response capabilities.
- ✿ Analyzing and aligning policies and procedures with FEMA PA requirements.
- ✿ Providing environmental oversight for infrastructure projects.
- ✿ Facilitating transparent communications with stakeholders to foster collaboration and buy-in.

**Recovery Activities** MPACT will prioritize and manage recovery activities, including emergency protective measures. We maintain detailed records to meet FEMA requirements and maximize reimbursements. This includes ensuring Force Account records—covering time, labor, equipment, and materials—are fully substantiated and eligible for FEMA reimbursement.

**Grant-Funded Project/Public Meetings** MPACT’s approach ensures smooth coordination for public meetings and full documentation of public comments. We can lead public hearings as needed and handle all aspects of monitoring sub-grant performance and fiscal oversight. Key activities include:

- ✿ Establishing weekly conference calls with engineers, Environmental & Historic Preservation (EHP) staff, and other vendors.
- ✿ Collaborating with County and federal agencies to track award progress and provide periodic project updates.

**Financial, Payroll and Grant Management** Deliverables include:

- ✿ Financial reporting for compliance with FEMA guidance under 2 CFR 200.
- ✿ Prepare Federal and State regulatory reports.
- ✿ Assist subrecipient with resolving third party claims.
- ✿ Ensure that fraud, abuse, and waste prevention practices are in place.

MPACT will identify a primary audit coordinator/liaison responsible for tracking and reviewing audit findings, devising mitigating measures and/or plans of action, drafting audit responses, and providing recommendations for County consideration. MPACT delivers all Grant Management, Eligibility, and Engagement Management Tasks including:

- ✿ Program Operations and Administration
- ✿ Policy and Procedure development and implementation
- ✿ Case Management and Outreach
- ✿ Eligibility and Benefit Determination
- ✿ Verification of Assets
- ✿ QA/QC
- ✿ Compliance and Monitoring
- ✿ Issue Tracking and Fraud, Waste, and Abuse
- ✿ Document Management and Records Retention



### ✿ Accounting and Reporting

**Project Formulation** MPACT collaborates with FEMA and TDEM to align project planning with the County's recovery goals and ensures that all project elements are grouped logically. Considerations include:

- ✿ Distinction between emergency and permanent work.
- ✿ Status of completed versus ongoing work.
- ✿ Categories of work and expedited or simplified procedures.
- ✿ Projects involving alternate or improved scopes and those requiring 50% rule calculations and/or permanent relocations.

**Damage Assessment Plan** Upon mobilization, the MPACT assessment team will prepare detailed damage assessments, gathering and analyzing necessary information to ensure the successful recovery of County infrastructure including:

- ✿ Identifying and classifying storm-related damages with FEMA and County engineers.
- ✿ Creating photologs and summary reports to quantify damages and estimate repair costs.
- ✿ Coordinating with County insurance providers to facilitate assessments, develop adjuster reports, and document insurance claims.
- ✿ Collaborating with insurance adjusters to participate in assessments and produce accurate settlement documentation for damages exceeding \$1 million.

**Site Inspections** MPACT deploys qualified inspectors ensuring inspections are conducted promptly and follow established procedures and distinguishes between damages from declared events and pre-existing conditions.

**Project Worksheets (PWs)** Upon initiating each project, we provide a detailed work plan and maintain a comprehensive electronic PW status report that offers real-time updates on funding and other critical metrics for County personnel. Using the FEMA PA Grants Portal, uploading necessary documentation, and streamlining workflows to facilitate the County's reimbursement claims. We also collaborate with the County in initiating the project development process for disaster claims and help local officials and County staff identify cost-effective mitigation projects compliant with Sections 404 and 406 of the Stafford Act. Other support to the County includes:

- ✿ Meetings with FEMA, State of Texas, County Representatives, and other stakeholders.
- ✿ Appeals and Arbitration process, ensuring submission following the guidelines in 44 CFR 206.206.
- ✿ Project Closeouts and OIG Audits with proof of payment, final adjuster reports, settlements/claims, insurance proceed checks, photos, and documentation based on actual costs.



### 3.3 Emergency Operations and Incident Response

Effective emergency operations and incident response rely on rigorous pre-planning to ensure rapid deployment, seamless coordination, and the efficient provision of services when disaster strikes. MPACT's comprehensive approach to pre-planning includes a series of essential steps designed to optimize the delivery of sheltering, logistics, and resource management services. Our team leverages years of proven experience in sheltering and emergency operations, including the management of FEMA's largest sheltering programs in Puerto Rico post-Hurricanes Maria and Irma.



#### Key Pre-Planning Steps:

1. **Program Management Office (PMO) Setup**  
Establish a tailored PMO to oversee the emergency sheltering program and guide survivors from intake through to program closeout. Our PMO is equipped to manage the full spectrum of sheltering needs, from case management to damage inspections and construction management.
2. **Staffing and Resource Management**  
Implement an adaptable resource management strategy, enabling rapid scaling of shelter staff in response to evolving program needs. Our in-house training ensures staff are prepared with the latest best practices for shelter operations, and we provide just-in-time training as necessary.
3. **Logistics and Asset Management Coordination**  
Plan for the efficient acquisition, distribution, and tracking of resources. Our logistics team ensures that necessary supplies, including medical resources and PPE, are procured and managed effectively, while also supporting operations at the Emergency Operations Center (EOC).
4. **Operational Strategy Development**  
Conduct pre-disaster assessments to ensure a seamless operational strategy. We identify key areas such as shelter facilities, client registration, feeding services, and

medical support, ensuring these resources are in place and ready for swift deployment.

#### 5. Procurement and Reimbursement Support

Develop procurement plans and systems for supporting documentation and reimbursement submissions. This ensures that all resource requests, burn rate analysis, and procurement processes align with FEMA's funding requirements.

With this detailed pre-planning framework, MPACT ensures that your community is not only prepared for an emergency but has the agility and infrastructure to respond effectively, deliver services promptly, and maintain operations through the recovery process.

### Proven Sheltering

Our team has provided program management services for sheltering, temporary housing repair, and housing assistance programs nationwide and can bring this expertise to you to rapidly staff sheltering programs and deploy assistance to eligible survivors. The team led the most extensive Sheltering and Temporary Essential Power program in FEMA's history for Puerto Rico in the aftermath of Hurricanes Maria and Irma. In addition to providing survivor services our Sheltering programs include outreach, call center operations, data management reporting, and application intake. We will provide best practices and lessons learned from these programs to further enhance our capabilities to serve you and the communities you represent.



MPACT staff on the ground in NC with FEMA Administrator Deanne Criswell.

### Program Management Office Operations

To provide cohesive program management services for sheltering programs the MPACT Team establishes a program management office (PMO) within the communities they serve to provide essential services to shelter survivors, guide applicants from intake to closeout, and support the implementation of the program. We bring a team with both deep emergency sheltering experience as well as the empathy and patience required to lead, support, and effectively manage emergency sheltering initiatives and exceed the expectations of our clients and those they serve. Our PMOs are tailored to suit the needs of your programs, we don't take a one-size-fits-all approach to our services, we believe in a holistic approach. Some key services that our PMOs make possible are implementation planning, case management, damage inspections, construction estimating, and construction management services all geared toward sheltering survivors and getting them back into their homes.

### Shelter Staff

Our Resource Management Team allows MPACT Team staff to be rapidly scaled up and down to match program needs as they evolve and any existing program infrastructure. We have a

comprehensive shelter training program in-house and can provide just-in-time training to our staff to supplement any training that the county or state may provide. The MPACT Team emergency sheltering support expertise and services including shelter facility management, client registration, dormitory management, feeding/meal service, pet/companion animal sheltering, medical services, security, and other related sheltering services.

### **Logistics and Asset Management**

We provide personnel to support EOC activities in support of operations and logistics. This support includes resource request processing to acquire, organize, and distribute resources, communication with customers, data and inventory analysis, burn rate analysis, preparation of reports, preparation of procurement documents and communication with procurement officers and preparation of reimbursement supporting documentation.

For operations and logistics support, the MPACT Team provides experienced project management staff to provide direct assessment and strategy support to the team.

For Operations, we provide support personnel with experience within operations at an EOC. For Logistics, the Team provides support personnel with experience in logistics at an EOC, experience in government procurement, experience in inventory management, and experience in medical logistics and PPE resource acquisition and management.

## **3.4 Debris Monitoring**

### **Debris Monitoring Management Plan**

The MPACT framework for debris monitoring emphasizes a robust quality assurance and quality control system, ensuring that all data and documentation meets the necessary standards to secure reimbursement from federal grant programs. Our approach has been refined through extensive experience in responding to major disasters, ensuring consistency and compliance with FEMA guidance and program policies (e.g., Public Assistance Program & Policy Guide FP-104-009-2 / June 2020, Public Assistance Debris Monitoring Guide / March 2021, and related supplements). The MPACT Team follows a comprehensive and structured process for debris management that includes the following key components:

- ✿ Mobilization and Response
- ✿ Vehicle Certification
- ✿ Training
- ✿ Collection Monitoring
- ✿ Communications During a Disaster Event Recovery
- ✿ Disposal Operations
- ✿ Specialized Debris Removal Services
- ✿ Household Hazardous Waste (HHW)
- ✿ White Goods (Appliances)
- ✿ Hazardous Trees, Limbs, and Stumps
- ✿ Private Property Debris Removal (PPDR)

- ✿ Field Data Collection / Management / Billing / Invoicing
- ✿ Load Tickets and Associated Reporting Processes
- ✿ Incident Reporting and Documenting, Tracking
- ✿ Resolving Complaints
- ✿ Quality Control Program
- ✿ Demobilization and Audit Support

**Report to County's Emergency Operations Center (EOC):** We maintain all supplies and equipment necessary to initiate a debris monitoring project and will become operational within 24 hours of the first push. Within six hours of notification by the County, key staff will report to the County's Emergency Operations Center (EOC). Work will commence within 24 hours of the Notice to Proceed (NTP).

**Obtain and Verify Fleet Documentation:** We adhere to the most current FEMA standards and recommendations for calculating the volumetric capacity of debris removal trucks. In coordination with the Debris Management Contractor (DMC), we will initiate the truck measurement and certification process upon each truck's arrival at the disaster scene to ensure accurate volumetric measurements. We will collaborate with the DMC to ensure that any changes in the fleet, such as the addition of new vehicles or adjustments to measurement calculations, are promptly reflected in all documentation and logs.

**Training:** Debris training modules not only cover essential content but also assess the participant's understanding before they are deployed. All hired monitors receive hands-on training from qualified supervisors, focusing on two key learning objectives:

- ✿ Understanding debris eligibility
- ✿ Accurately completing load tickets to maximize FEMA reimbursement

**Collection Monitoring:** MPACT will deploy trained field supervisors to oversee monitoring activities and implement a quality assurance program at debris sites, following the National Incident Management System (NIMS) Incident Command System (ICS) guidance to maintain an effective span of control.

Field monitors will be assigned to specific areas or zones, where they will document debris eligibility, amounts, and other relevant data through load tickets, photographs, GPS coordinates, and other sources. They will also report any damages caused by the debris management contractor (DMC), incidents involving DMC staff or residents, and operational issues that may impact performance or increase recovery costs (e.g., skipped piles, delays, excessive breaks, stoppage time). They will be equipped with the necessary technology including phones, tablets with cameras and GPS, Automated Debris Management Software (ADMS), and printers for generating load tickets.

**Communications During Disaster Recovery Event:** Using GIS application platform, field monitors and supervisors can map out debris locations, locate "hot spots" for immediate collection, mark ineligible debris piles, and track progress for pass completions and debris

removal zone closures. The app automatically updates a GIS map, which the County will have access to. This information can be used by the County's staff to track progress and provide updates to the media, elected officials, and the public, or to approach FEMA about eligibility issues. Our proprietary ADMS software is used for automated GIS data integration and mapping.

**Debris Disposal and Public Information Plan:** Our debris team leadership ensures all eligible debris is disposed of according to federal, state, and County guidelines. We inspect loads entering and leaving disposal sites, issue load tickets for each truck, and maintain logs of ticket numbers and volumes. MPACT coordinates with the County to implement a public information plan for businesses and residents. At the County's request, we can issue public announcements on project updates, safety protocols, hazardous waste handling, collection schedules, and sorting methods to improve efficiency. We ensure thorough, accurate documentation for FEMA cost recovery, including Damage Assessments, Right of Way (ROW), Right of Entry (ROE), and private property debris removal (PPDR).

**Field Data Collection / Management / Billing / Invoicing:** To ensure compliance and prevent negligence, our team utilizes a secure, proprietary ADMS electronic debris management system. This multi-device, web-enabled system enables electronic tracking and collection of field data, while still allowing for printed load tickets for debris hauler truck drivers. Each load is documented, and truck drivers receive a load ticket that includes key data such as the material's origin, estimated quantity, and other relevant details.

**Load Tickets and Reporting Processes:** We provide all documentation and record-keeping to accurately support federal grant program claims and withstand scrutiny during the project preparation, inspection, close-out, and audit processes. Our process includes:

- ✿ Record templates with all required fields
- ✿ Legible, permanent records reflecting actual events and conditions
- ✿ Entries made by responsible personnel at the time of occurrence
- ✿ Signed and dated final records
- ✿ Numerical data with appropriate units of measure
- ✿ Paper documents entered into an electronic database for safekeeping and analysis

**Incident Reporting and Document Tracking:** The MPACT Team tracks all incidents involving damage to roads, sidewalks, utilities, or private property. Field supervisors and monitors submit detailed damage reports, including incident descriptions, involved parties, photos, and status updates on remediation efforts.

**Resolving Complaints:** We can establish and manage a hotline for County residents, working with you to develop a protocol and script for agents. Residents will have a dedicated number for inquiries, updates, or complaints. All complaints will be logged in a database and shared with a County point of contact. A field supervisor will assess each complaint for validity and eligibility. If confirmed, the complaint will be forwarded to the hauling contractor for resolution.

**Quality Control Program:** Central to our Quality Control program is the meticulous completion of load tickets, which are closely monitored for accuracy from the start of each project.

- ✿ **Supervisory Oversight:** Our supervisory team conducts spot checks in the field, reviews load tickets at inspection towers, and debriefs monitors daily to address any issues and ensure ticket accuracy.
- ✿ **Error Detection and Correction:** Tower monitors and data entry staff are trained to identify and report ticket errors, enabling field supervisors to implement corrective actions quickly.
- ✿ **Roving Monitors & QC Inspectors:** Trained roving monitors are deployed to identify ineligible debris (e.g., construction waste), consult with FEMA specialists on eligibility issues, and map debris removal progress. They also ensure contractors avoid private property and adhere to FEMA guidelines.
- ✿ **QA/QC Oversight:** Designated personnel oversee all activities, inspecting trucks for compliance, halting unsafe work, and ensuring roadways are cleared and mapped. Written confirmation of debris removal completion is provided.
- ✿ **Internal Inspections & Compliance:** An internal project analyst conducts periodic inspections of documentation and data management to ensure compliance with company standards, County requirements, and federal guidelines.
- ✿ **Continuous Improvement:** We foster open communication through regular meetings and calls to address field issues and improve project efficiency and effectiveness.

**Demobilization and Audits:** Upon the completion of Fort Bend County's debris removal operations, MPACT initiates the demobilization process to close out the project in compliance with all applicable regulations and guidelines. This approach ensures that all costs are properly documented, reconciled, and compliant with federal requirements, while supporting the County's reimbursement process.

### 3.5 COOP and Training

MPACT's driving philosophy, instigated by lessons learned in putting boots on the ground, is to plan, communicate, train, and have respondents and stakeholders prepared. MPACT and our associated experts will help the Fort Bend County emergency operations center, supporting agencies and especially the corresponding JRJs evaluate vulnerabilities, identify contingency plans, and enhance response protocols for seamless execution when the time arises. Maintaining





Continuity of Operations for first responders and communities for essential services and communications is a necessity for rapid and effective disaster recovery.

#### **MPACT's COOP program services:**

- ✿ Evaluate command and control functions for a County-wide COOP operation.
- ✿ Assess the suitability and security of alternate work sites for county government departments during a COOP operation and identify conflicts at these alternate work sites.
- ✿ Assess personnel management and identify resource conflicts during a county government-wide COOP operation,
- ✿ Evaluate processes and capabilities for notifying and communicating with city government personnel and the public,
- ✿ Develop a COOP plan that incorporates department specific operations,
- ✿ Identify necessary meetings with stakeholders, compiling relevant data and documents, and maintaining communication,
- ✿ Identify threats and hazards; to include existing and needed capabilities to address impacts.
- ✿ Develop strategies for staffing, communications, facilities, technology, operations, equipment, resources, and logistics to maintain COOPs.
- ✿ Develop a training and exercise plan to implement the COOP with a training schedule
- ✿ A CCTA Operation Guide to include terms and definitions, first responders' checklists for all areas, references, roles, and responsibilities.
- ✿ Establish training modules
  - Web based training modules for responders to include video excerpts, voice audio segments, and module exams.
  - Classroom training modules for responders as well as command personnel to include slide decks, train the trainer manuals, activities and exams.
  - Tabletop and simulation exercises for responders and leadership and a full-scale exercise enacting a full CCTA response.
- ✿ Provide a plan for annual communications and training.

#### **Training and Preparedness Services**

The MPACT Team delivers targeted training and policy development designed to reflect real-world incidents, planned events, and accredited exercises. By evaluating these scenarios, we create training policies and strategies that enhance operational readiness and promote excellence across organizations.

#### **Custom Curriculum Development**

Our expertise encompasses the development of tailored training curricula to meet the specific needs of various stakeholders. MPACT produces comprehensive, practical training materials and delivers both new and established courses in person and via web-based formats to ensure greater accessibility and reach. This hybrid approach maximizes training effectiveness and adaptability to meet organizational requirements.

### **Inclusive Training Initiatives**

Recognizing the diverse needs of the communities we serve, MPACT develops training materials for non-English speaking individuals and those with limited English proficiency. Our inclusive approach ensures that all community members can benefit from our training programs, reinforcing equitable preparedness and operational cohesion.

### **Expert Instructors and Stakeholder Engagement**

MPACT's cadre of instructors possesses specialized experience across the functional roles within diverse stakeholder communities, particularly those within the National Capital Region (NCR). This includes personnel with backgrounds in law enforcement, fire services, and emergency response. Their depth of expertise ensures the delivery of relevant, practical training that addresses the unique operational challenges faced by these professionals.

### **Comprehensive Training Solutions**

MPACT begins each engagement by conducting a thorough assessment of an organization's training needs to identify and address gaps in preparedness. We develop customized training programs that are tailored to the specific requirements of our clients, equipping their teams with the skills and knowledge necessary for effective response to a range of scenarios.

### **Planning and Methodology**

Our training programs are built upon best practices, applying a proven methodology that delivers user-friendly, actionable plans. We leverage the National Planning Frameworks (NPFs) to foster a shared understanding of roles and responsibilities. The development process is informed by the Comprehensive Preparedness Guide 101 (CPG 101) v. 3.0 and incorporates local, state, and federal regulatory provisions and guidance. This includes adherence to the National Incident Management System (NIMS), National Response Framework (NRF), National Disaster Recovery Framework (NDRF), Emergency Management Accreditation Program (EMAP) standards, and Continuity Guidance Circulars (CGCs), as well as other federal directives.

### **Flexibility and Adaptability**

MPACT's training delivery adapts to both classroom and virtual settings, ensuring flexibility that meets client preferences and operational constraints. Our hands-on approach, combined with digital solutions, guarantees an effective and engaging learning experience that prepares stakeholders for any emergency or planned event.

## **3.6 Hazard Mitigation and Risk Assessment**

MPACT's proposed planning process for Risk Assessment and Mitigation Plan development adheres to the four core phases of hazard mitigation planning as promoted by FEMA. This structured approach positions Fort Bend County for effective, sustainable mitigation solutions. MPACT will align its mitigation support with the following phases:

### **Phase I – Organize and Prepare the Planning Process:**

- 🌟 MPACT will initiate the process by organizing resources and coordinating meetings with departmental and organizational work groups. This phase will include robust public



participation to ensure community input is captured and integrated. Our team will define roles, set clear responsibilities, and develop a detailed project timeline, ensuring seamless coordination and progress tracking.

#### **Phase II – Conduct a Risk Assessment:**

- MPACT will identify and validate potential hazards through a comprehensive asset inventory and risk/vulnerability assessment. This step will incorporate hazard profiling, mapping, and analysis of implications for future development. We will review historical data and past Presidential Disaster Declarations to provide a well-rounded understanding of the County’s unique risk landscape, ensuring that our assessments are backed by empirical data and relevant context.

#### **Phase III – Develop a Mitigation Strategy:**

- Building on the risk assessment, MPACT will develop a robust mitigation strategy with clear, attainable goals. We will assess current capabilities and align them with these goals to identify gaps and prioritize action items. Each mitigation action will include cost estimates and responsible parties to promote accountability and feasibility. Our strategy will comply with federal and state regulations, incorporating insights from the NFIP Manual and building codes, and identifying Repetitive Loss (RL) and Severe Repetitive Loss (SRL) structures for targeted risk reduction.

#### **Phase IV – Adopt, Implement, and Maintain the Plan:**

- MPACT will create mechanisms to facilitate ongoing plan evaluation, updates, and integration into existing local and regional planning efforts. Our maintenance strategy will include defined criteria for periodic reviews and adjustments, ensuring the plan remains relevant and actionable. This will include structured procedures for monitoring and integrating the plan into broader planning frameworks.

**MPACT’s Collaborative Approach:** To ensure a comprehensive and inclusive process, MPACT will work closely with the County and jurisdictional representatives (JRJs) to:

- Review and Analyze Past Hazards:** Assess historical data and declared disasters to confirm that all applicable natural hazards are addressed.
- Ensure Regulatory Alignment:** Formulate the plan in compliance with federal and state regulations.
- Enhance NFIP and CRS Participation:** Document participation in the NFIP and CRS and propose strategies to improve involvement for community risk reduction.
- Map and Cross-reference Loss Structures:** Identify Repetitive Loss (RL) and Severe Repetitive Loss (SRL) structures and correlate them with historical NFIP data to prioritize mitigation efforts.
- Engage Planning Experts:** Collaborate with planning, zoning, and other relevant stakeholders to integrate specialized expertise.
- Prioritize and Assign Actions:** Assign priorities, estimated costs, and responsible parties to each mitigation action for clarity and accountability.

- 🌟 **Comprehensive Mapping:** Document and map critical infrastructure, community assets, and areas with vulnerable populations for a visual representation of risk.

**Outcome and Value to Fort Bend County:** By leveraging FEMA’s four core phases and our extensive experience in hazard mitigation, MPACT will deliver a mitigation plan that is actionable, compliant, and aligned with best practices. Our approach will provide Fort Bend County with the tools and strategies needed to enhance resilience, reduce risk, and protect its communities effectively.

### **Section 404/Section 406 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act**

MPACT has a proven track record in facilitating effective hazard mitigation that significantly reduces the long-term risk and impact of future disasters. Our comprehensive expertise encompasses both Section 404 and Section 406 Mitigation programs, foundational elements of FEMA’s funding strategies aimed at enhancing community resilience. MPACT is well-positioned to assist Fort Bend County and its jurisdictional representatives (JRJs) in navigating the complexities of these programs to ensure compliance, optimize funding opportunities, and achieve measurable outcomes.

**Deep Understanding of Sections 404 and 406 Mitigation:** The distinct characteristics of Sections 404 and 406 under the Robert T. Stafford Act reflect their specific purposes and applications:

- 🌟 **Section 406 Mitigation:** MPACT has substantial experience integrating mitigation measures into the repair of disaster-damaged facilities through the FEMA Public Assistance Program. This program is tailored to public and private non-profit facilities within declared disaster areas and involves the application of the 15% rule, 100% rule, or a Benefit-Cost Analysis (BCA) to justify improvements. Notably, Section 406 does not have a defined funding cap, enabling flexible, innovative solutions to strengthen facility resilience.
- 🌟 **Section 404 Mitigation:** MPACT’s expertise extends to supporting the state-managed Hazard Mitigation Grant Program (HMGP) for broader, proactive community projects. Unlike Section 406, Section 404 funding applies statewide and is not limited to facilities impacted by a particular disaster. MPACT ensures that projects meet the Benefit-Cost Ratio (BCR) threshold of greater than 1.0 and aligns proposals with state mitigation plans to enhance approval prospects.

**Key Differences and Strategic Applications:** Our team is adept at distinguishing between the scopes and processes of Sections 404 and 406:

- 🌟 **Scope:** Section 404 supports community-wide initiatives that address both damaged and undamaged facilities, enabling long-term, preventative mitigation strategies. In contrast, Section 406 is specific to the repair and enhancement of facilities directly affected by disaster events.

- ✿ **Application Process:** MPACT’s experience ensures the effective management of the application requirements for both programs. Section 404 projects require a comprehensive submission process through the state, aligned with established mitigation plans, while Section 406 is evaluated as part of the Public Assistance program during post-disaster recovery efforts.

**MPACT’s Proven Approach:** Leveraging our extensive experience, MPACT will guide Fort Bend County through the application and implementation phases of both Sections 404 and 406:

- ✿ **Section 404 Expertise:**
  - Develop and submit strategic mitigation plans that reflect Fort Bend County’s long-term goals and meet FEMA and state requirements.
  - Support community-wide, preventative measures that protect public and private assets.
  - Ensure project alignment with state mitigation plans and maintain compliance with all necessary guidelines.
- ✿ **Section 406 Expertise:**
  - Assess disaster-damaged facilities to identify and propose feasible, cost-effective mitigation enhancements.
  - Apply our knowledge of FEMA’s 15% rule, 100% rule, and BCA requirements to secure approval for integrated mitigation measures.
  - Work seamlessly with public and private non-profit entities to ensure recovery efforts incorporate resilience-focused improvements.

**Results-Driven Solutions for Fort Bend County:** MPACT’s dual approach to hazard mitigation—incorporating both community-wide initiatives under Section 404 and facility-specific enhancements under Section 406 – ensures comprehensive risk reduction. Our tailored strategies empower Fort Bend County to build a resilient community with fortified infrastructure, reduced vulnerability, and enhanced capacity to withstand future disasters. This experience-driven methodology positions MPACT as a trusted partner, capable of delivering impactful, compliant, and efficient hazard mitigation solutions.

### **Risk and Vulnerability Assessment**

An integral component of mitigation planning is a thorough and robust risk and vulnerability assessment. Following hazard identification, The MPACT Team will validate and update information for each hazard found in the current risk assessment, focusing on hazard exposure, growth and development trends, and estimating potential losses. This will include assessing potential impacts on people, property and the environment. with a particular focus on the planning area. We will also highlight any changes in local capabilities since the last update and review the progress made on previously identified hazard mitigation actions that could influence the County’s vulnerability to specific hazards.

The resulting vulnerability assessment will provide a comprehensive analysis of potential vulnerabilities, including those affecting populations with access and functional needs, general

property, critical facilities and infrastructure, economy, built environment (including future development), and historic, natural, and cultural resources, and activities that hold meaning to the community. The vulnerability analysis will also account for any expected changes in future conditions.

Given the scientific consensus with the ongoing and potentially accelerating changes in global climate, it is essential to account for how these shifts may impact future hazards and vulnerabilities. In alignment with FEMA's increased emphasis on integrating climate change considerations into hazard mitigation planning, the MPACT Team will evaluate the implications of climate change on hazards, with special attention to underrepresented populations within the County.

### Benefit Cost Analysis (BCA)

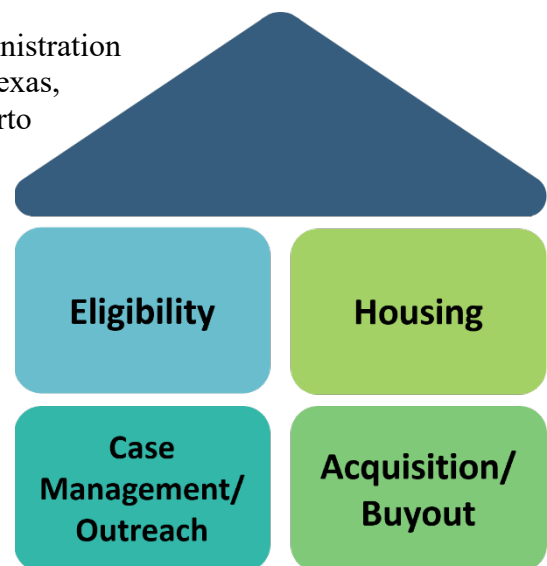
The MPACT Team will provide comprehensive technical support to the County in developing Benefit-Cost Analyses (BCAs) for hazard mitigation grant applications, including all Hazard Mitigation Assistance Grant Programs such as the Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), and others. We recognize that without strategic guidance, hands-on application assistance, and technical support for sub-applicants, mitigation measures are less likely to be implemented, and BCAs may fail to deliver the desired outcomes.

Our team is dedicated to enhancing the resilience of Fort Bend County by first understanding its specific needs, then analyzing those needs within the context of risk, return on investment, and the County's existing priorities as outlined in its local mitigation strategy. The MPACT Team is comprised of highly qualified professionals, including a former BCA instructor at FEMA's Emergency Management Institute, a former State Hazard Mitigation Officer (SHMO), and seasoned BCA specialists with extensive experience in both federal and local mitigation efforts.

### 3.7 CDBG-DR/MIT

MPACT has extensive experience providing grant administration support to major CDBG-DR/MIT grantees, including Texas, New York, New Jersey, Louisiana, North Carolina, Puerto Rico, and numerous local communities in Southeast Texas. Our direct work with the Texas GLO has involved complex recovery and rebuilding projects in housing, infrastructure, and economic development. As a locally based firm, MPACT is committed to the long-term recovery of impacted communities. MPACT's Services and Support for Fort Bend County:

- Expert local and national resources for high-quality CDBG-DR program implementation.



- ✿ Access to HUD policy and grant management specialists for complex guidance and recommendations.
- ✿ Processes compliant with HUD, state, and local requirements, enriched by best practices.
- ✿ Robust document management to maintain proper records.

### **Grant Administration and Planning Services**

- ✿ Comprehensive program operations, policy development, case management, and outreach.
- ✿ Eligibility determination, QA/QC, compliance monitoring, and issue tracking.
- ✿ Document management, records retention, accounting, reporting, and staff training.

### **Financial and Reporting Services**

- ✿ Preparation and submission of required reporting per the County's GLO contract, including Section 3 and HUD Monthly Procurement Reporting.
- ✿ Guidance on procurement, internal controls, and compliance with local and federal regulations.
- ✿ Coordination of AFFH requirements and fraud prevention practices.
- ✿ Preparation of closeout documents and adherence to the Texas Prompt Pay Act.

### **Housing and Construction Management**

- ✿ Documentation review for performance, cost analysis, milestones, and compliance.
- ✿ Construction management tasks such as bid review, pre-construction meetings, change orders, and Davis-Bacon compliance.

### **Acquisition/Buyout Services**

- ✿ Ensuring compliance with URA for property acquisition related to infrastructure improvements.
- ✿ Comprehensive documentation, meeting records, and status tracking for audit and monitoring.

## **3.8 Environmental Review and Compliance Services**

MPACT's environmental staff will lead the environmental review process for Fort Bend County, supplemented by specialized teaming partners for specific surveys and testing as needed. MPACT will collaborate closely with Fort Bend County to develop a comprehensive understanding of the proposed project scope and footprint. A detailed project description, along with a clearly defined project design, will be essential to initiate the environmental review process and ensure regulatory compliance.

### **Scope and Compliance**

The project scope will align with the details outlined in the grant application, ensuring clarity regarding construction limits, ground-disturbing activities, and the proposed construction

schedule. In cases where multiple federal grant funds are being used, MPACT will identify the lead federal agency and the required environmental documentation for compliance. For projects involving FEMA funding, FEMA's environmental review process will generally serve as the primary NEPA compliance review, which can then be adopted by the GLO or other federal agencies, as necessary. The level of effort for environmental studies will vary based on factors such as location, project size, prior land use, and the nature of the proposed activities.

### **Phase I & II Environmental Site Assessments (ESAs)**

- ✿ **Phase I ESA:** Conducted per ASTM E1527-21 standards to identify potential or existing contamination sources through records review, site inspection, and stakeholder interviews, with findings compiled into a detailed report outlining Recognized Environmental Conditions (RECs).
- ✿ **Phase II ESA:** Initiated when Phase I findings indicate contamination potential, involving testing (soil, water, air) based on ASTM E1903-19 to assess contamination extent and inform remediation strategies.

### **Threatened and Endangered Species Evaluations**

Comprehensive reviews for federally funded projects using data from sources like the Texas Parks and Wildlife Department's Natural Heritage Database and USFWS. Initial desktop assessments guide further study recommendations and mitigation plans as needed.

### **Section 106 Compliance for Cultural Resources**

MPACT ensures compliance with Section 106 of the National Historic Preservation Act by conducting cultural resources reviews per Texas Historical Commission guidelines, using the Texas Sites Atlas. Findings guide additional archaeological or architectural studies and consultations.

### **Wetlands Delineation**

Performed using USACE Wetlands Delineation Manual and Regional Supplements. Field surveys map wetland boundaries with sub-meter accurate GPS, documenting vegetation, soils, and hydrology for potential USACE permit submissions.

### **Environmental Testing**

Tailored testing to meet regulatory standards, including ACM and LBP, following Texas Department of State Health Services regulations and EPA methods (e.g., Polarized Light Microscopy).

# EXHIBIT B

TAB 1. PRICING



## Fort Bend County Exhibit A Pricing Form

**RFP 25-015**

**Type Vendor Name below:**

**MPACT Strategic Consulting LLC**

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.

Provide an hourly rate for each position listed below. Hourly rates to include all costs, including but not limited to, insurance, overhead and profit. Non-labor costs, including but not limited to, travel, fuel, lodging, tolls, transportation and out-of-pocket expenses must be billed at cost without mark up and must adhere to the Fort Bend County Travel Policy (Exhibit B).

Proposer may submit additional positions with corresponding hourly rates on the form below. Proposer must attach a job description for each additional position submitted.

<b>1: Debris Management</b>	
Position	Hourly Rate
Field Project Manager	\$95.15
Operations Manager	\$79.31
Health and Safety Officer	\$84.59
Data Manager	\$69.74
GIS Analyst	\$63.47
Field Supervisor	\$59.95
Billing/Invoice Analyst	\$48.62
Disposal Site Manager	\$43.01
Collection Monitor	\$43.01
Project Coordinator	\$59.29
Load Ticket Entry Clerk	\$40.15
Call Center Staff	\$36.96
<b>2: Consulting/Planning</b>	
Position	Hourly Rate
Administrative Specialist II	\$46.20
Research Assistant	\$49.50
Proposal Coordinator	\$52.80
Communication Technician	\$55.00
Help Desk Operator	\$60.50

Administrative Specialist	\$38.50
Research Assistant II	\$60.50
Service Center/Logistics Specialist	\$66.00
Analytical Aide	\$74.80
Planning Aide	\$79.20
Project Control Specialist	\$82.50
Database Administrator	\$82.50
Consulting Aide	\$82.50
Assistant Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$93.50
Program Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$99.00
<b>2: Consulting/Planning (cont'd)</b>	
Position	Hourly Rate
System Administrator	\$104.50
Law Enforcement Subject Matter Expert/Trainer	\$107.80
Public Assistance/Grant Management Consultant	\$114.40
Fire/HAZMAT/Subject Matter Expert Trainer	\$121.00
Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist I	\$125.40
Project Manager/Consultant Planner/Scientist/ Assessor/Analyst/ Environmental Specialist II	\$143.00
Project Manager/Consultant Planner/Scientist/ Assessor/Analyst/ Environmental Specialist III	\$173.80
Senior Public Assistance/Grant Management Consultant	\$137.50
Senior Planner/Assessor/Scientist/Analyst	\$143.00
Supervising Public Assistance Consultant	\$148.50
Senior Consultant/Planner/Scientist/Assessor/Analyst/Environmental Specialist	\$155.00
Supervising Consultant/Planner/Scientist/Assessor/Analyst/Environmental	\$154.00
Program Manager	\$159.50
Senior Program Manager	\$170.50
Principal Consultant/Planner/Scientist/Assessor/Analyst	\$192.50
Principal in Charge/Executive Consultant/Planner/Scientist/Assessor	\$210.00
Subject Matter Expert	\$211.00
FEMA Appeals Legal Specialist	\$250.00
Senior FEMA Appeals Legal Specialist	\$295.00
Principal FEMA Appeals Legal Specialist	\$325.00

### 3: Additional Positions

[illegible]

# EXHIBIT C

# 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

Revised September 26, 2023, Effective October 1, 2023

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

### **CONTRACT RATES:**

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

### **OUT OF STATE TRAVEL:**

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

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

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

#### **Hotel:**

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

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

Fort Bend County is a 'Cooperative Purchasing Participating Entity' with the State of Texas. This gives County employees and officials access to the contract rates negotiated by the State for hotels. Participating hotels can be found at: [https://portal.cpa.state.tx.us/hotel/hotel\\_directory/index.cfm](https://portal.cpa.state.tx.us/hotel/hotel_directory/index.cfm) (be sure to check the correct fiscal year). **When making a reservation the traveler must ask for the State of Texas**

**Contract rate (not the government rate) and be prepared to provide the County's agency #: C0790. Traveler must verify confirmed rate matches the negotiated contract rates found on the State's website listed above and does not exceed the GSA daily allowance.**

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

If all rooms are booked at the host hotel and no accommodation is available at or below the GSA rate, you may book a room at another hotel at a rate equal to or lower than the conference/seminar rate.

If all rooms are booked at the host hotel and no accommodation is available at or below the GSA rate or at the conference/seminar rate, you may provide three (3) comps to support the higher rate. This will serve as the justification for the higher rate. The comparable hotels should be within five miles of the host event and should be of similar hotel class.

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.

If a traveler cannot find a traditional hotel, a direct rental (Airbnb, VRBO, etc.) is allowable. All previous maximum daily rates still apply. Any fees incurred through a direct rental must also be included in the daily rate calculation and remain below the limits. Fees may include, but are not limited to, cleaning fees, extra guest fees, or service fees. (Taxes are not included in this calculation, as they are charged to hotel stays as well).

Travel websites including but not limited to Expedia and Travelocity shall not be used to book lodging.

In order to qualify for any of the above-mentioned exceptions, a lodging reservation must be made 14 days prior to travel. If travel is required without 14-day notice, the traveler must provide back-up which explains why the 14-day advance booking was not possible.

**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:**

Meals including in-state and out-of-state will be reimbursed to the traveler at a flat rate of \$70 (full day). The travelers per diem on the departure day and final day will be at 75% of the per diem, which is \$52.50. The amount reimbursed will be paid through payroll and is subject to federal taxation.

**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:** Prior to 01/01/2024 – Meals will not be reimbursed for trips that do not require an overnight stay. Effective 01/01/2024 - The traveler is subject to per diem reimbursement. Day trip includes a trip outside the County that requires a traveler to leave Fort Bend before 7:00 AM and/or return to the County after 6:00 PM will be eligible for reimbursement at 75% of the per diem, which is \$52.50. Amount reimbursed for day trips will be paid through payroll and are subject to federal taxation.

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

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

## **TRANSPORTATION:**

**Personal Vehicle:** Use of personal vehicle will be reimbursed at the current rate/mile set by Commissioners' Court. Mileage should be calculated using the County office location of the traveler and the event location. Mileage may not be calculated using the traveler's home. Mileage should be calculated using an employees vehicle odometer reading or by

a readily available online mapping service for travel out of Fort Bend County. If using the mileage of an online mapping service, state which mapping service was used or provide a printout of your route detailing the mileage. For local travel, odometer readings or mapping service details are not required. Departments should develop a mileage guide for employees for local travel points, if a department does not have a mileage guide, the Auditor's Office will determine if the mileage listed is reasonable.

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

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

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

**Airfare:** The County will only reimburse direct travel to and from a location where County-related business is being conducted. 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 Enterprise for the State Travel Management Program is listed here: <https://comptroller.texas.gov/purchasing/programs/travel-management/rental/enterprise.php>

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

**Enterprise:**

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

**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 <https://econnect.fortbendcountytexas.gov/documents-forms/auditors-office-forms> 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 or court order the traveler will not be held to the 75% per diem on the departure and final day of travel.

# EXHIBIT D

## **Required Contract Clauses-FEMA**

MPACT Strategic Consulting LLC (hereinafter “Contractor”) understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds from the Federal Emergency Management Agency (FEMA). As a condition of receiving these funds, Contractor 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, currently set at \$50,000, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

The terms of the FEMA-State Agreement are incorporated by reference into this project award under the Public Assistance grant and the Contractor must comply with all applicable laws, regulations, policy, and guidance. This includes among others, the Robert T. Stafford Disaster Relief and Emergency Assistance Act; Title 44 of the Code of Federal Regulations; FEMA Policy No. 104-009-2, Public Assistance Policy and Program Guide; and other FEMA Policy and Guidance.

The DHS Standard Terms and Conditions in effect as of the date of the declaration of the major disaster listed in the project award used to fund this agreement are incorporated by reference into this Agreement and flow down to all third party contractors and their subcontractors at every tier unless a particular award term or condition specifically indicates otherwise.

<https://www.dhs.gov/publication/dhs-standard-terms-and-conditions>

## **Required Contract Clauses-2 CFR 200, Appendix II**

### **1. Remedies**

Contractor must include terms to address administrative, contractual or legal remedies for violations or breach of contract and procedures for dispute resolution between the parties who shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Agreement by negotiation between the parties.

### **2. Termination for Cause and Convenience**

Contractor understands that all contracts in excess of \$10,000, including subcontracts, must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

### **3. Equal Employment Opportunity**

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

“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. (41 C.F.R. § 60-1.3)

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

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

*Provided*, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, that if the applicant so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future

compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

#### 4. Davis-Bacon Act and Copeland “Anti-Kickback” Act

When required by the federal program legislation, prime construction contracts over \$2,000 awarded by NFEs must include a provision for compliance with the Davis-Bacon Act and the Copeland Anti-Kickback Act.

The Davis-Bacon Act only applies to the Emergency Management Performance Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, Transit Security Grant Program, Intercity Passenger Rail Program, and Rehabilitation of High Hazard Potential Dams Program. Unless otherwise stated in a program’s authorizing statute, **it does not apply to other FEMA grant and cooperative agreement programs, including the PA Program.** In situations where the Davis-Bacon Act does not apply, the Copeland “Anti-Kickback” Act also does not apply.

For all prime construction contracts (which includes alteration or repair, including painting and decorating, of a public building or public work, or building or work financed in whole or in part from Federal funds) in excess of \$2,000, the Contractor shall comply with the Davis-Bacon Act, as amended (40 U.S.C. §§ 3141 – 3148) and as supplemented by Department of Labor regulations (29 C.F.R. part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Contractors’ are required to pay wages not less than once a week. In addition, the Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.

If applicable per the standard described above, the Contractor must include the provisions at 29 C.F.R. § 5.5(a)(1)-(11) (and any applicable amendments) in full into all applicable contracts at every level. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

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

This requirement applies to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

If applicable per the standard described above, the Contractor must include the provisions at 29 C.F.R. § 5.5(b)(1)-(5) (and any applicable amendments) in full into all applicable contracts at every level. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor for these contract clauses.

6. Rights to Inventions Made Under a Contract or Agreement

This requirement applies if the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and Contractor work is related to the performance of experimental, developmental, or research work under that “funding agreement”.

Contractor must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA.

7. Clean Air Act and Federal Water Pollution Control Act

This requirement applies to all contracts over \$150,000,

a. Clean Air Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Contractor 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. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

b. Federal Water Pollution Control Act

The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor 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. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

8. Debarment and Suspension

This requirement applies to all contracts of \$25,000 or more.

This contract is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined

that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the County, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

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

#### 9. Byrd Anti-Lobbying Amendment

This requirement applies to all contracts of \$100,000 or more.

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

#### 10. Procurement of Recovered Materials

This requirement applies to all contracts for goods or services for \$10,000 or more.

In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

#### 11. Prohibition on Contracting for Covered Telecommunications Equipment or Services

##### a. Definitions

As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause —

##### b. Prohibitions

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year



2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

- (2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
  - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
  - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
  - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c. Exceptions

- (1) This clause does not prohibit contractors from providing —
  - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
  - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
- (2) By necessary implication and regulation, the prohibitions also do not apply to:
  - (i) Covered telecommunications equipment or services that:
    - i. Are *not used* as a substantial or essential component of any system; *and*
    - ii. Are *not used* as critical technology of any system.
  - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d. Reporting requirement

- (1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a

subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

- (2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
- (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
  - (ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

e. Subcontracts

The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

12. Domestic Preferences for Procurements

As appropriate and to the extent consistent with law, Contractor shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products procured with federal funds. For purposes of this clause, (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

**Additional FEMA Specific Contract Provisions**

1. Access to Records

The Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative's access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever

or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representative's access to construction or other work sites pertaining to the work being completed under the contract.

In addition, for contracts entered into After August 1, 2017 Under a Major Disaster or Emergency Declaration, and in compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

## 2. Contract Changes or Modifications

Contractor understands that all contracts and subcontracts must include terms to address contract changes or modifications. All contract changes or modifications must be mutually agreed to in writing.

## 3. DHS Seal, Logo, and Flags

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval. The contractor shall include this provision in any subcontracts.

## 4. Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding

Contractor understands and acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

## 5. No Obligation by Federal Government

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

## 6. Program Fraud and False or Fraudulent Statements or Related Acts

The contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract.

## 7. Affirmative Socioeconomic Steps

If subcontracts are to be let, the prime contractor is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

## 8. License and Delivery of Works Subject to Copyright and Data Rights

This requirement applies if the FEMA award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and Contractor work is related to the performance of experimental, developmental, or research work under that “funding agreement”.

The Contractor grants to the County, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, the Contractor will identify such data and grant to the County or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, the Contractor will deliver to the County data first produced in the performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the County.