

Hurricane Harvey Infrastructure Application



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Texas General Land Office
Community Development and Revitalization

Fort Bend County, TX

APPLICANT NAME

Fort Bend

Houston-Galveston Area Council

COUNTY

COG/Regional Planning Commission

DR-4332 - 2017

Disaster Declaration Number(s) and Year

APPLICATION FOR FEDERAL ASSISTANCE SF-424

Each applicant for Community Development Block Grant Disaster Recovery (CDBG-DR) funding must certify by signing Form SF-424 that local certifications governing this funding have been followed in the preparation of any CDBG-DR program application, and, if funded, will continue to be followed. (Note: False certification can result in legal action against the jurisdiction).

Further, by signing the SF-424 and submitting with the application, the signee authorizes the state or any of its duly authorized representatives to verify the information contained therein. Title 18, Section 1001 of the U.S. code states that a person is guilty of a FELONY for knowingly and willingly making false statements to any department of the United States Government.

All applications must be accompanied by a completed and signed Application for Federal Assistance SF-424, OMB Number: 4040-0004, Expiration Date: 10/31/2019. SF424_2_1-V2.1

This form is available on the GLO-CDR website with detailed instructions available in the CDR Application Guide.
<http://recovery.texas.gov/files/resources/housing/s2-form424.pdf> or www.recovery.texas.gov

INTRODUCTION AND INSTRUCTIONS

INTRODUCTION: This application is for Hurricane Harvey CDBG-DR Infrastructure funding. It is created to be used for infrastructure activities needed to fulfill an unmet need resulting from the Hurricane Harvey disaster declaration.

To be eligible for funding, all activities must have documented proof of an impact by the DR-4332 disaster declarations of 2017 and allowed under the State of Texas Action Plan for Disaster Recovery. CDBG-DR funds must be used for disaster-related expenses in the most impacted and distressed areas. An activity underway prior to a Presidential disaster declaration will not qualify unless the disaster impacted the project.

Once disaster-related impact to infrastructure, housing, and economic revitalization in the HUD and State identified most impacted and distressed areas has been established and assessed, Applicants are required to provide sufficient detail about each proposed project to identify the National Objective, the population that will receive benefit, the estimated costs and materials needed, the projected schedule to completion, any potential environmental impact, and other details specific to the type of project involved. Please be thorough in completing this application to ensure prompt review.

Applicants are encouraged to develop these recovery projects in a manner that considers an integrated approach to housing, fair housing obligations, economic revitalization, and overall community recovery. The Applicant must document how the proposed project (s) will address long-term recovery and community resilience.

INSTRUCTIONS:

1. Complete and sign the SF-424 as indicated above.
2. Complete this Infrastructure application. Be thorough to ensure prompt review.
3. **AUDIT:** If applicable, provide the most recent Single Audit in accordance with 2 CFR Part 200, Subchapter F. Texas General Land Office (GLO) - Community Development and Revitalization (CDR) Staff will review single audit requirements for applicable recipients, who have open contracts with GLO.
4. **ANNUAL FINANCIAL STATEMENTS:** Provide the most recent financial statement prepared in accordance with 2 CFR 200.510. Include a schedule of expenditures and schedule of findings and questioned costs.
5. **KEY STAFF:** Provide the names and contact information for staff that will provide local oversight of the application, the potential contract, and all applicable requirements.
6. Provide **LOCAL PROCUREMENT POLICIES AND PROCEDURES** along with other required documentation.

Submit completed application and all required documentation via email to: cdr@recovery.texas.gov

DISASTER IMPACT

The proposed project is presumed to have threatened human life, health and safety or posed an imminent threat to human life, health, and/or safety as a result of the declared disaster.

Yes No

1. Damages to the proposed project were unanticipated and beyond the control of the local government.

2. The date this situation addressed in this application first occurred:

August 25, 2017

3. Describe the impact of taking no action to repair the damaged facilities:

Big Creek is a major drainway within Fort Bend County, which has experienced significant flooding on a regular basis. Homes, structures, roadways, and channels which drain into this channel have been flooded for extended periods due to its limited capacity.

CITIZEN PARTICIPATION PLAN

"To permit a more streamlined process, and ensure disaster recovery grants are awarded in a timely manner, provisions of 42 U.S.C. 5304(a)(2) and (3), 42 U.S.C. 12707, 24 CFR 570.486, 24 CFR 1003.604, and 24 CFR 91.115(b) and (c), with respect to citizen participation requirements, are waived and replaced by the requirements for reasonable opportunity (at least 30 days) for citizen comment and ongoing citizen access to information about the use of grant funds."

Yes No

Did the applicant provide a reasonable opportunity (at least 30 days) for citizen comment?

List all opportunities citizens were given to participate in the determination of these needs. Click the "+" to add events, "X" to remove events.

Opportunity: Community Meeting

From: 2/21/2019

To: 2/21/2019

Date of resolution authorizing application submission: 3/12/2019

Comments: None

COMMUNITY NEEDS ASSESSMENT

DESCRIPTION OF THE DAMAGE

In this section, provide information about how the declared disaster impacted the community and the overall plan for recovery and resiliency. Descriptions should identify the specific disaster (date and duration), describe how the disaster threatened health and safety in the community, the facilities that were damaged, the current condition of those facilities, and detail of how the specific project will resolve the issue and ensure a more safe and resilient community.

All activities must show documented proof of impact by the declared disaster. CDBG-DR funds must only be used for disaster-related expenses.

1. Describe the current condition of the facilities. Describe any actions taken on the proposed project(s) to address the damage.

Since Hurricane Harvey, no actions have been taken regarding Big Creek from FM 2977 up to its confluence with Cottonwood Creek and Coon Creek at Spur 10. While little damage was sustained to Big Creek itself during Hurricane Harvey, its current channel capacity is not sufficient to handle large flows of water. This was evident during Hurricane Harvey when homes, outbuildings, roads, and agricultural lands were flooded as a result of Big Creek being unable to keep water within its banks.

This project is part of a larger project that Fort Bend County has been engaged in to increase the capacity of Big Creek. Fort Bend County Drainage District has completed excavation of over 20 miles of this waterway, extending from the Brazos River upstream to FM 2977. The requested funds would be used to complete the remaining 8 miles of improvements to the channel from FM 2977 (through the Village of Pleak) up to its confluence with Cottonwood Creek and Coon Creek (Spur 10).

2. List and attach documentation of the specific disaster condition. Provide photos (dated with specific location detail enough to identify the proposed project site(s)), maps, national weather information, FEMA project worksheets, news reports, local declarations, Disaster Summary Outlines (DSO), and any other relevant documentation to provide evidence of the specific damage(s) to the proposed project(s) addressed in this application. For any photos included, provide a map identifying each photo location by number.

Fort Bend County Disaster Declaration for TS/Hurricane Harvey;
Map of Big Creek - specifically as it relates to this application;
Map of entire Big Creek expansion project, including completed phases;
USGS Graph of Big Creek flows at State Highway 36 during Hurricane Harvey;
FIRM map for Big Creek as it relates to this application.

3. Describe the specific disaster-related impact to infrastructure, housing, and economic revitalization in the HUD and State identified most impacted and distressed areas (include date and duration), the facilities involved, and the threat that was posed to public health and safety:

The gauge at Big Creek and State Highway 36 shows that the flows on Big Creek drastically increased on August 25, 2017 and remained elevated through August 29, 2017. Starting August 29, 2017, flow rates began to fall, only returning to pre-Harvey levels around September 10, 2017 (see attached USGS graph). For the area impacted by this project, the flows along Big Creek during Hurricane Harvey caused the flooding of homes and outbuildings in the rural neighborhoods along Trinity Road (Village of Pleak) and Gerken Rd. There are approximately 25-30 homes and over 50 outbuildings in these

HOUSING NEEDS ASSESSMENT

Any locality receiving CDBG-DR infrastructure funds must identify and assess their housing needs as part of their recovery plan and indicate how their housing needs are addressed with the proposed infrastructure project. Provide the following information regarding the housing needs assessment.

1. Describe the jurisdiction's current supply of housing units available at affordable rents (Public Housing, Section 8 assisted, Rural Housing Service (RHS) assisted, HOME program assisted, Texas Department of Housing and Community Affairs assisted, Local Housing Development Corp. assisted, etc.).

Fort Bend County does not have a public housing authority. The City of Rosenberg has a Housing Authority that provides rental assistance through vouchers. The Rosenberg Housing Authority does not have any public housing. Fort Bend County is a U.S. Department of Housing and Urban Development (HUD) entitlement community, a designated urban county. The County receives funding for CDBG, HOME and ESG Program directly from HUD.

2. Describe past efforts to increase the supply of affordable housing.

Fort Bend County is a U.S. Department of Housing and Urban Development entitlement community, a designated urban county. The County receives funding for CDBG, HOME and ESG Program directly from HUD.

3. Describe efforts planned that will increase the supply of affordable housing.

Fort Bend County has limited resources to increase the supply of affordable housing.

4. Describe any instances, within the past 5 years, where the applicant has applied for affordable housing funds and did not receive the funding.

Fort Bend County is a U.S. Department of Housing and Urban Development entitlement community, a designated urban county. The County receives funding for CDBG, HOME and ESG Program directly from HUD. In the past five years, the County has not applied for affordable housing funds and subsequently has not received the funding.

5. Describe any instances, within the past 5 years, where the applicant has not accepted funds for affordable housing.

There are no instances, within the past 5 years where Fort Bend County has not accepted funds for affordable housing.

6. Describe any current and/or future planned compliance codes to mitigate hazard risks.

In 2005, Fort Bend County developed its first Hazard Mitigation Plan (HMP). This plan has been updated in 2011 and 2017 (FEMA approved this plan on February 14, 2018).

AFFIRMATIVELY FURTHERING FAIR HOUSING

Any locality receiving CDBG-DR funds must certify that it will affirmatively further fair housing. Using the drop-down box below, identify the activities already achieved to affirmatively further fair housing, and those new activities to be undertaken if an award is made by CDBG-DR and when that activity will be complete. Localities should be aware that, in the event of funding, these fair housing efforts will be monitored. Other activities may be eligible, and the applicant may contact GLO-CDR to determine eligibility.

What methods and criteria were used to prioritize the projects in the application, including affirmatively furthering fair housing?

The Big Creek Expansion Project was selected considering housing, infrastructure, and the community's recovery from Hurricane Harvey. The amount of water that flowed through Big Creek during Hurricane Harvey was the greatest on record in the past 30+ years aside from the Memorial Day Flooding of 2015. The flooding along Big Creek caused homes and other residential outbuildings to flood along Big Creek. The Big Creek Expansion Project is the second item on the list of Fort Bend County mitigation actions in the 2018 Hazard Mitigation Plan in order to help increase the channel's capacity as well as to reduce Big Creek's floodplain footprint. (Incidentally, this project was also identified in Fort Bend County's 2011 Hazard Mitigation Plan.) Not only would this project reduce and prevent flooding of homes (both along Big Creek but also along Seabourne Creek which flows into Big Creek), but it would also reduce flood insurance costs to homeowners.

The three fair housing activities listed below are ongoing and do not have a completion date.

FAIR HOUSING ACTIVITY(IES)

Establishing a local complaint and monitoring process

Date Achieved	Sept 1, 2010	To Be Complete By	
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Publishing the contact information – at the local, state and federal levels – for reporting a Fair Housing complaint

Date Achieved	Sept 1, 2015	To Be Complete By	
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Providing Housing Choices outside historically minority and/or LMI neighborhoods

Date Achieved	Feb 26, 2019	To Be Complete By	
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X

LIST OF UNMET NEEDS

Taking into consideration the disaster-related impact to infrastructure, housing, and economic revitalization in the HUD and State identified most impacted and distressed areas described, citizen participation responses, and the assessment of housing and affirmatively furthering fair housing, provide a list (in priority order) of all the disaster-related needs still unmet from Hurricane Harvey.

Affordable Housing

LONG-TERM PLANNING

Applicants must develop their community recovery projects in a manner that considers an integrated approach to housing, fair housing obligations, infrastructure, economic revitalization, and overall community recovery. Consideration of long-term planning processes is also highly encouraged. Disaster recovery presents communities with unique opportunities to examine a wide range of issues including (1) housing quality and availability, (2) road and rail networks, (3) environmental issues, (4) the adequacy of existing infrastructure, (5) opportunities for the modernization of public facilities and the built environment, (6) the development of regional and integrated systems, and (7) the stimulation of the local economy impacted by the disaster.

Applicants must provide a brief description of how the project addressed in this application form part of an integrated approach to recovery.

1. Considering the local post-disaster evaluation of hazard risks, responsible flood plain management, future extreme weather/natural disaster events, and long-term risks, describe how the proposed project promotes sustainable long-term recovery.

Big Creek is a major drainway within Fort Bend County which experienced significant flooding during Hurricane Harvey. Homes, structures, roadways, and channels which drain into this channel were flooded for an extended period of time during Hurricane Harvey (and during other large rain and flood incidents such as the 2015 Memorial Day Floods) due to the channel's limited capacity. In addition, Big Creek crosses under State Highway 36, which a major transportation route on the west side of Fort Bend County as well as an evacuation route for Brazoria County. By excavating and expanding the Big Creek Channel, drainage from the surrounding homes and area will be greatly facilitated, reducing and preventing the potential for flooding in homes. Increasing the channel's capacity to convey a 10-year frequency rainfall event would also help reduce its floodplain levels. The likelihood of water on State Hwy 36 (which would effectively block access for emergency responders to respond in flooded neighborhoods as well as cause residents to find alternative evacuation routes during a storm) would also be reduced.

(It should be noted that Big Creek flash floods easily due to its limited capacity. The Memorial Day storms of 2015 caused flash flooding along Big Creek, resulting in one death in Fort Bend County, several flooded homes, and agricultural losses, including cattle.)

2. Describe how the proposed project coordinates with local and regional planning efforts to ensure consistency with and promote community-level and/or regional post-disaster recovery and mitigation planning.

The Fort Bend County Drainage District maintains drainage channels where the District has easements. This includes the portion of Big Creek from FM 2977 up to its confluence with Cottonwood Creek and Coon Creek (near Spur 10), which runs through the Village of Pleak and under State Highway 36, which is an evacuation route through Fort Bend County from Brazoria County. Completing this project will increase the likelihood that State Highway 36 will remain a viable evacuation route during hurricane, rainfall, and flooding incidents, as per the regional evacuation planning efforts through the Houston-Galveston Area Council.

3. Describe how the proposed project integrates mitigation measures into rebuilding activities and achieves objectives outlined in community-level and/or regional post-disaster recovery and mitigation planning to reduce future risk.

The expansion of Big Creek is an identified mitigation action (project) in Fort Bend County's Hazard Mitigation Plan (most recently updated and approved by FEMA on February 14, 2018). This project was actually identified as a mitigation project in the County's 2011 Hazard Mitigation Plan, however Hurricane Harvey emphasized the need to complete the excavation and expansion of Big Creek to improve drainage in the surrounding areas to prevent the flooding of homes and of a major transportation / evacuation route (State Highway 36).

4. Describe the cost and benefit analysis used in the selection of the proposed project and how they inform community-level and/or regional post-disaster recovery and mitigation planning.

Flooding caused the majority of the damage in Fort Bend County from Hurricane Harvey. After the storm, Fort Bend County (with input from various County departments) prioritized "shovel ready" projects to improve drainage throughout the county and/or mitigate future flooding incidents, including the expansion of Big Creek. The County conducted a full benefit cost analysis of this project, and while it did not meet the required Benefit Cost Ratio of 1.0 or greater that is required for the FEMA Hazard Mitigation Grant Program, Fort Bend County still feels as though this is a needed and valid project in which to reduce the probability of structural and roadway flooding within the Big Creek watershed. Increasing the channel's capacity to convey a 10-year frequency rainfall event would also help reduce its floodplain levels.

5. Describe how the proposed project will avoid disproportionate impact on vulnerable populations and create opportunities to address economic inequities facing the local community.

This project aims to reduce the floodplain around Big Creek, putting less people at risk from flooding within the creek itself. The area along Big Creek has traditionally been less developed, being in a more rural area of the county. In recent years, the areas along Big Creek, especially in and around the Village of Pleak, have experienced growth in residential neighborhoods, such as nearby Briarwood Crossing subdivision. In addition, residential development is increasing along Seabourne Creek, which drains into Big Creek. Without the expansion of Big Creek, these residential neighborhoods, in addition to the existing housing along Big Creek, are continually in danger of flooding and

flash flooding from Big Creek. Increasing the channel's capacity to convey a 10-year frequency rainfall event would help reduce its floodplain levels, meaning more residents would be no longer in the floodplain and less vulnerable to flooding.

6. Describe how the proposed project aligns with investments from other state or local capital improvements and infrastructure development efforts. Identify sources and amounts of additional infrastructure funding (state and local capital improvements projects and/or private investments.) NOTE: This information will be required again in the "Other Funding" section of this application.

Since the expansion of Big Creek was identified as a need prior to Hurricane Harvey (although the amount of development that drains into Big Creek has increased exponentially since the project's inception). Fort Bend County has dedicated funds, staff, and equipment to excavating and expanding Big Creek. To date, the Fort Bend County Drainage District has completed the excavation of over 20 miles of the Big Creek waterway, extending from the Brazos River upstream to FM 2977. This has been funded through local tax dollars and other County funds.

7. Describe how the proposed project will employ adaptable and reliable technologies to guard against premature obsolescence.

The use of adaptable and reliable technologies during and after this project is not applicable. That said, once Big Creek has been excavated and expanded, the Fort Bend County Drainage District will maintain this drainage channel using reliable maintenance procedures and equipment. In addition, Fort Bend County is in the process of installing a Rain Gauge Network across the county that will tie into the Harris County Flood Control District's ALERT2 Flood Warning System to provide real-time data before, during, and after rainfall incidents. Using County funds, the Fort Bend County Drainage District will install a rain gauge at the Big Creek and State Highway 36 intersection to monitor the status of Big Creek and to provide early warnings in the event evacuations need to be called for.

8. Describe the applicant's overall recovery plan and how the project addressed in this application further that plan. Include information about how the project will specifically address the long-term recovery and restoration of housing in the most impacted and distressed areas. Also, include how the community will be more resilient against future disasters as a result of these projects.

The expansion of Big Creek was identified as a mitigation action in both the 2011 and 2018 Fort Bend County Hazard Mitigation Plan. To date, Fort Bend County Drainage District has completed excavation of over 20 miles of this waterway, extending from the Brazos River upstream to FM 2977. The requested funds would be used to complete the remaining 8 miles of improvements to the channel from FM 2977 (through the Village of Pleak) up to its confluence with Cottonwood Creek and Coon Creek (near Spur 10).

Following Hurricane Harvey, Fort Bend County prioritized projects to improve drainage throughout the county and/or mitigate future flooding incidents. Fort Bend County identified several areas of the county that experienced drainage and/or flooding issues that directly impacted housing and neighborhoods during Hurricane Harvey and past flooding incidents. The vast majority of these projects include drainage channel improvements and repairs. The County has also commissioned a study to provide an analysis of critical watersheds, drainage criteria, and flood concerns following Hurricane Harvey. This study will include 1) update of the Master Drainage Plan in critical watersheds; 2) Brazos River erosion analysis; 3) Brazos River floodplain development analysis; 4) update of the Drainage Criteria Manual; 5) analysis of potential flood control projects; and 6) Barker Reservoir project monitoring and engagement.

One of the drainage improvement projects that Fort Bend County highly prioritized is the excavation and expansion of the Big Creek channel. By not completing the excavation and expansion of the Big Creek channel, its current limited capacity will continue to cause drainage and flooding issues during future rainfall and flooding incidents to the homes and neighborhoods that drain into Big Creek. The area around the Big Creek channel is currently undergoing a development boom with new homes and neighborhoods being added every day.

PROCUREMENT INFORMATION

All applicants are required to follow the procurement process guidelines set forth in 2 CFR §200.318-§200.326 for grant administration, environmental, and engineering services if using CDBG-DR funds to pay third-party vendors for those services.

Along with this application, applicants must provide a copy of local procurement policies and procedures.

1. Has the applicant chosen to use a third-party administrator to administer the proposed project?

Yes No

If Yes, will the vendor also provide environmental services?

Yes No

If Yes to either question, and the vendor has been procured, provide the vendor's name, phone, and email.

If Yes, but the vendor has not been procured, adhere to 2 CFR §200.318-§200.326 regulations in the procurement process with each application.

Company Name

Contact Name Phone

Email

2. Has the applicant chosen to use a third-party environmental services provider to ensure environmental compliance for the proposed project? Yes No

If Yes, and the vendor has been procured, provide the vendor's name, phone, and email.

If Yes, but the vendor has not been procured, adhere to 2 CFR §200.318-§200.326 regulations in the procurement process with each application.

Company Name

Contact Name Phone

Email

3. Has the applicant chosen to use a third-party engineer to perform engineering services for the proposed project? Yes No

If Yes, and the vendor has been procured, provide the vendor's name, phone, and email.

If Yes, but the vendor has not been procured, adhere to 2 CFR §200.318-§200.326 regulations in the procurement process with each application.

Company Name

Contact Name Phone

Email

FUNDING INFORMATION

NOTICE: Any and all funds expended toward a CDBG-DR award are subject to ALL rules and regulations governing the award.

FEMA Coverage

Any and all FEMA funds received for benefit of any project proposed in this application must be fully disclosed and detailed to ensure the best cross-agency coordination and that duplication of benefit does not occur.

1. Was FEMA contacted regarding the proposed project's eligibility? Yes No
 If yes, provide all relevant FEMA project worksheets, FEMA project type, and evidence of funds committed/received/expended on the proposed project. Also, explain why funds are needed above and beyond the FEMA funding. Any project that sustained direct damage must have applied for FEMA Public Assistance.

2. Is this project a proposed FEMA funding match? Yes No
 If Yes, include information in the specific Project Detail section and in the Budget Table on Table 1.

Insurance Coverage

Any and all insurance proceeds received for benefit of any project proposed in this application must be fully disclosed and detailed to ensure that funds are used most efficiently and that duplication of benefit does not occur.

1. Did the applicant have insurance coverage on the proposed project? Yes No

If yes, provide the information below. (If more than one insurance company/claim, include here or attach additional information.)

Insurance company:

Amount claimed/received for the project:

2. If the applicant had insurance coverage, but a claim was not filed, explain below.

Other Funding

Any and all funds identified for use on any project proposed in this application must be fully disclosed and detailed to ensure accuracy in the budget and that a duplication of benefit does not occur. Make sure information is complete and matches the Long-Term Planning information provided.

1. Are local or other funds available to address the proposed project in whole or in part?

Yes No

If Yes, report all sources of funding and the amount available. (If additional space is needed, attach pages.)

2. Disclose source(s) and use(s) of non-CDBG-DR funds. Use "+" to add additional sources. Use "x" to remove that line.

Source of Funds	Amount	Use of Funds
<input type="text"/>	<input type="text"/>	<input type="text"/>

3. What other state and/or federal agencies has the applicant contacted concerning funding for the proposed project, and what were the results?

Connected to this proposed project, Fort Bend County submitted a FEMA Public Assistance Project Worksheet following Hurricane Harvey in order to stabilize the embankment of Big Creek downstream of this proposed project. The section of Big Creek being repaired under the FEMA Public Assistance Program sustained damage during the storm from soil sloughing, which was then washed downstream. This sloughing has caused erosion to the embankment of Big Creek, threatening the stability of the banks.

For this proposed project (the remaining expansion and excavation of Big Creek), Fort Bend County worked to develop a hazard mitigation grant application under the FEMA 2017 Hazard Mitigation Grant Program (HMGP). However, this project did not meet the FEMA requirement of having a Benefit Cost Ratio of 1.1 or greater and therefore not eligible for hazard mitigation funding. The developed application was not submitted to FEMA. That said, Fort Bend County still feels as though this is a needed and valid project.

Financial Interest

1. Are there any persons/entities with a reportable financial interest to disclose?

Yes No

Submit a complete FINANCIAL INTEREST REPORT (A503 form) with this application for each person/entity with a reportable financial interest. Include as appropriate for Grant Administration, Environmental, and/or Engineering. This form can be found at www.recovery.texas.gov or <http://recovery.texas.gov/files/resources/housing/s2-financial-interest-report.pdf>

PROJECT DETAIL

PROJECT DETAIL must be completed for every proposed project.

A *project* is defined as a discrete combination of: entity (i.e., city or county), activity (i.e., water, sewer, etc.), beneficiary population, and national objective. A *site* is defined as a discrete location for activities within a project. A project can have one or more sites. For example, one water project that consists of three generators throughout a city consists of three sites, one for each generator.

Each Project Detail must provide sufficient information to clearly identify the proposed project, define the location, indicate whether acquisition (i.e. real property, easements or rights-of-way) is required, clearly describe the scope of work, specify the populations who will receive benefit from the project, identify environmental assessment information, and outline funding detail to include any non-CDBG-DR funds to be used.

1. Select the type of project proposed:

Flood and Drainage Facilities

2. Provide a title for the proposed project.

NOTE: For the title, the spelling and capitalization of the project title and any associated site number(s) identified in the application must be consistently used throughout the application to ensure clear identification of each project and site number. e.g., a project title of "Green Acres, Site 3" here should appear as "Green Acres, Site 3" at every other reference in this application. A reference to some other title such as "green acres subdivision" or "#3 Green Street" elsewhere in the application could cause delays in the eligibility review process.

Project Title: Big Creek Expansion Project

3. Provide a physical address and the approximate GPS coordinates (in decimal degrees) for each proposed site along with project and beneficiary maps.

If the proposed project includes only one site, include the physical address and the GPS coordinates (in decimal degrees) for the site.

If the proposed project does not have a physical address, provide a site description.

If the proposed project includes more than one site, start with Site #1 from the drop-down list and use the + button to add additional sites.

Use sequential numbering for additional sites.

For proposed work involving a length of road, ditch, channel, etc., use the approximate midpoint coordinates for latitude and longitude, but identify the entire length of the proposed work and the assigned site number on the project map. Identify these type of sites in the application by completing the On-From-To fields. For instance, "On Main Street From Sycamore Street To Elm Street."

Attach project/site and beneficiary map(s) as described in the Application Guide.

Use the X button to remove a site as needed.

Site #	<input style="width: 90%;" type="text" value="1"/>	Physical Address or Site Description	Big Creek from FM 2977 up to its confluence with Cottonwood Creek and Coon Creek (near Spur 10). Beginning Point: Downstream 29.46916 -95.77166 (FM 2977) End Point: Upstream 29.48044 -95.83138 (Cottonwood Creek - Spur 10) +
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From:	<input style="width: 98%;" type="text" value="Big Creek at FM 2977"/>	To:	<input style="width: 98%;" type="text" value="Big Creek at Cottonwood Creek (Spur 10)"/>
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Latitude	<input style="width: 98%;" type="text" value="29.4719"/>	Longitude	<input style="width: 98%;" type="text" value="-95.80474"/>
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Construction Completion Method: Contract

Provide a detailed description of the scope of work proposed. For proposed work involving a length of road, ditch, channel, etc., report the scope of the project in linear feet (lf).

This project will improve Big Creek's channel to be 1-2 feet deeper with a 3:1 slope with an approximate 30ft bottom width and a 170ft top

width (depending on the channel's natural brim). The length of the channel to be improved is approximately 29,375 lf.

NATIONAL OBJECTIVES

Choose one National Objective being met and provide justification of the beneficiary identification method used to meet that National Objective.

1. Activities benefiting low-to-moderate income persons.

Method(s) used to determine the beneficiaries:

LMI Area Benefit: LMI Housing Activity: LMI Limited Clientele: LMI Jobs:

2. Prevention/Elimination of Slums or Blighted areas. Area Basis Spot Basis

Has the proposed project area been officially designated as a slum or blighted area?

Yes No

If yes, what conditions are present in the area to designate and qualify the area as a slum or blighted area?

Describe the boundaries of the slum or blighted area. (Do not use this field to document the Census Tract / Block Group data.)

Enter the percentage of deteriorated buildings/properties in the area at the time it was designated a slum or blighted area. [Enter value as a decimal number. Example: .2526 = 25.26%]

If the activity qualifies for CDBG-DR assistance on the basis that public improvements throughout the area are in a general state of deterioration, enter a description of each type of improvement in the area and its condition at the time the area was designated a slum or blighted area.

Enter the year the area was designated as a slum or blighted area. If the period during which such designations are valid has lapsed, the applicant entity must re-evaluate and re-designate the area.

3. Urgent Need

Do the existing conditions pose a serious and immediate threat to the health or welfare of the community?

Yes No

Were the existing conditions officially identified by the applicant as being of urgent need within 18 months of the 2016 event? If yes, provide that documentation.

Yes No

Is the applicant able to finance the project on their own? Or are other sources of funding available?

Yes No

Provide justification of the beneficiary identification method used to meet this National Objective:

ACQUISITION/UNIFORM RELOCATION ASSISTANCE

Activities and projects assisted by CDBG-DR are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601 et seq.) ("URA") and section 104(d) of the HCD Act (42 U.S.C. 5304(d)) (Section 104(d)). The implementing regulations for the URA are at 49 CFR part 24. The regulations for Section 104(d) are at 24 CFR part 42, subpart C.

For the purpose of promoting the availability of decent, safe, and sanitary housing in response to Hurricane Harvey, HUD has waived the following URA and Section 104(d) requirements for subrecipients:

- a. One-for-one replacement.
- b. Relocation assistance.
- c. Arm's length voluntary purchase.
- d. Rental assistance to a displaced person.
- e. Tenant-based rental assistance.
- f. Moving expenses.
- g. Optional relocation policies.

Does the project require acquisition of property, purchase of easements, relocation, or any other activity requiring compliance with URA outside the listed waived activities?

Yes No

If yes, has acquisition of the project site(s) been completed, in progress, or will need to be acquired?

Select acquisition status: Previously Acquired Acquisition in Progress To be Acquired

Describe the type and purpose of all acquisition (easements, real property, etc.) associated with the proposed project. For acquisitions "Previously Acquired" or "Acquisition in Progress," include detailed information and supporting documentation to ensure compliance with all URA, 42 U.S.C. § 4601 et seq. and environmental review processes.

The Fort Bend County Drainage District already has some easements along this portion of Big Creek but will need to acquire the remaining easements to con

RESIDENTIAL ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN

By signing this application, the signee certifies that they will establish and maintain a Residential Anti-displacement and Relocation Assistance Plan to minimize direct and indirect displacement of persons from their homes by including the steps noted below. Applicability of items on this checklist is dependent upon the proposed project objectives and related feasibility of each action.

- Coordinate code enforcement with rehabilitation and housing assistance programs
- Evaluate housing codes and rehabilitation standards in reinvestment areas to prevent undue financial burden on established owners and tenants.
- Stage rehabilitation of apartment units to remain in the building/complex during and after rehabilitation, working with empty units first.
- Arrange for facilities to house persons who must be relocated temporarily during rehabilitation.
- Adopt policies to identify and mitigate displacement resulting from intensive public investment in neighborhoods.
- Adopt policies which provide protections for tenants faced with conversion to condominium or cooperative.
- Adopt tax assessment policies, such as deferred tax payment plans, to reduce impact of increasing property tax assessments on lower income owner-occupants or tenants in revitalization areas.
- Establish counseling centers to provide homeowners and tenants with information on assistance available to help them remain in their neighborhood.
- Where feasible, give priority to rehabilitation of housing, as opposed to demolition, to avoid displacement.
- If feasible, demolish or convert only dwelling units that are not occupied or vacant occupiable "dwelling units" (as defined in 24 CFR 42.305).
- Target only those properties deemed essential to the need or success of the project.

PERMITS AND ADDITIONAL PROJECT INFORMATION

1. Does the project require any Federal, State, or other **permits, approvals, or waivers** to complete the proposed work? (i.e. Texas Department of Transportation, Texas Commission on Environmental Quality, U.S. Army Corps of Engineers, etc.) Yes No

If yes, describe the type and purpose of each permit and its association with the proposed project. Provide a copy of each permit already executed.

Permit Type:

Purpose of Permit:

2. Does the project require any type of ratified, legally binding agreement between the applicant and any other entity to provide continual operation upon completion? (i.e. Memoranda of Understanding, Interlocal Agreements, etc.) Yes No

If yes, describe the type and purpose of each agreement and its association with the proposed project. Provide a copy of each agreement already executed or drafted.

Agreement Type:

Purpose of Agreement:

3. For sewer and/or water facilities projects, does the applicant currently hold the Certificate of Convenience and Necessity (CCN) for the target area proposed in the application? If not, provide written documentation from the Public Utility Commission of Texas (PUC) verifying the application has been filed. Yes No N/A

ENVIRONMENTAL SPECIFIC INFORMATION

All funded applications MUST comply with federal regulations regarding environmental clearance before funds will be released.

NOTE: An Environmental Exemption form providing clearance for planning and administration activities must be attached.

1. What is the current status of the project? Not yet begun In progress Completed
2. Will the assistance requested have any negative impact(s) or effect(s) on the environment? YES NO
3. Is the proposed project likely to require an archaeological assessment? YES NO
4. Is the proposed site listed on the National Register of Historic Places? YES NO
5. Is the project in a designated flood hazard area or a designated wetland?
If Yes, attach a map showing the FIRM and/or list permitting requirements in "Other Project Approvals Required" below. YES NO
6. Is the applicant participating in the National Flood Insurance Program? YES NO
7. Is any project site located in a known critical habitat for endangered species? YES NO
8. Is any project site a known hazardous site? YES NO
9. Is any project site located on federal lands or at a federal installation? YES NO
10. Is any project site subject to or participating in Fixing America's Surface Transportation Action (FAST-41) (P.L. 114-94)? NO YES

11. What level of environmental review is likely needed for this project/site?

Environmental Assessment

Provide any additional detail or information relevant to Environmental Review:

The Fort Bend County Drainage District obtained a 404 permit in October 2014 from the US Army Corps of Engineers for the work along Big Creek. As this is a 5-year permit, the Drainage District is already working with the US Army Corps of Engineers to extend the permit for another 5 years.

TABLE 1 - CONTRACT BUDGET AND BENEFICIARY IDENTIFICATION

Provide comprehensive budget information to include construction, engineering, acquisition, environmental services, and administrative costs. Also include all other funds (FEMA, insurance, local, etc.) committed to the completion of the proposed projects.

A project is defined as a discrete combination of: entity (i.e., city or county), activity (i.e., water, sewer, etc.), beneficiary population, and national objective. A site is defined as a discrete location for activities within a project. A project can have one or more sites.

BUDGET TABLE:

Project Title:	Total Benes	LMI Benes	LMI %	CDBG-DR Construction	CDBG-DR Engineering	CDBG-DR Acquisition	CDBG-DR Environmental	CDBG-DR Admin	Total CDBG-DR Request	Other Funds	Activity Total
# <input type="checkbox"/> Big Creek Expansion Project	7,470	4,400	58.90%	\$9,478,245.00	\$1,421,736.00	\$1,115,883.00	\$100,000.00	\$945,031.00	13,060,895	\$0.00	13,060,895
SUMMARY TOTALS:	7,470	4,400	58.90%	\$9,478,245.00	\$1,421,736.00	\$1,115,883.00	\$100,000.00	\$945,031.00	13,060,895	\$0.00	13,060,895

Beneficiary Identification Method(s) Per Project:

Project Title:

HUD National Objective

Select One Benefit Type: City-wide Benefit County-wide Benefit Area Benefit Direct Benefit

Select Beneficiary Identification Method:

- SURVEY: An approved TxCDBG survey was used to identify the beneficiaries for this activity.
- HUD LMISD information was used to identify the beneficiaries for this activity.
- The required Census or Texas State Data Center map has been provided.

Provide the number of beneficiaries identified through each of the following methods for this activity:

TxCDBG Survey: 0 HUD LMISD: 7,470 Area Benefit: 0 Housing Activity: 0 Limited Clientele: 0

Race	# Non-Hispanic Beneficiaries	# Hispanic Beneficiaries	Total Activity Beneficiaries
White	2,223	3,908	6,131
Black African American	573	0	573
Asian	96	35	131
Native Hawaiian / Other Pacific Islander	4	4	8
Black African American/White	10	23	33
American Indian/Alaskan Native/White	7	17	24

Other Multi-Racial	46	112	158
	0	0	0
Gender	Total Males	Total Females	Total Benes
	3651	3819	7470

REQUIRED - Census Geographic Area Data										County Code		
Identify the census tract and block group(s) in which the project will take place										157		
<u>Census Tract (6-digit)</u>	01	02	03	04	05	06	07	08	09	10		
6754.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6754.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
6755.00	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
58088.00	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		

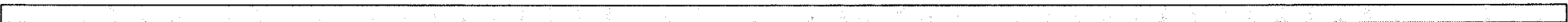


TABLE 2 - BUDGET JUSTIFICATION OF RETAIL COSTS

Cost Verification Controls must be in place to assure that construction costs are reasonable and consistent with market costs at the time and place of construction.

Project Title: **Big Creek Expansion Project**

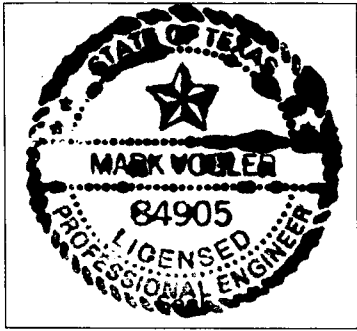
Eligible Activity: Flood and Drainage Facilities						HUD Activity #:	5
Materials/Facilities/Services	\$/Unit	Unit	Quantity	Construction	Acquisition	Total	
Clearing and Grubbing	\$4,800.00	AC	127	\$611,568	\$0	\$611,568	
Excavation and Hauling	\$15.00	CY	425,822	\$6,387,330	\$0	\$6,387,330	
Backslope Drains (1000' max spacing)	\$4,284.41	EA	54	\$231,358	\$0	\$231,358	
Ditch cleaning and reshaping (Backslope swales)	\$3.17	LF	52,856	\$167,554	\$0	\$167,554	
Drill Seeding (PERM) (WARM or COOL) & Fertilizing	\$1,095.85	AC	127	\$139,622	\$0	\$139,622	
Stabilized Construction Exit (TY 1) (Install)	\$31.20	SY	333	\$10,399	\$0	\$10,399	
Stabilized Construction Exit (Remove)	\$9.08	SY	333	\$3,026	\$0	\$3,026	
Staging Area (Flexible Base CMP in place, TYA GR1-2)	\$18.44	SY	1,500	\$27,660	\$0	\$27,660	
Temporary Sediment Control Fence (Install)	\$3.07	LF	58,080	\$178,306	\$0	\$178,306	
Temporary Sediment Control Fence (Remove)	\$0.92	LF	58,080	\$53,434	\$0	\$53,434	
Biodegradation Erosion Control Logs 12" (Install)	\$6.04	LF	58,080	\$350,803	\$0	\$350,803	
Biodegradation Erosion Control Logs (Remove)	\$1.15	LF	58,080	\$66,792	\$0	\$66,792	
Stabilized Construction Exit (Install)	\$110.00	Hour	128	\$14,101	\$0	\$14,101	
Contingency			1	\$1,236,292		\$1,236,292	
Land Acquisition	\$1,115,883.00	EA	1		\$1,115,883	\$1,115,883	
				\$9,478,245	\$1,115,883	\$10,594,128	

1. Identify and explain the annual projected operation and maintenance costs associated with the proposed activities.

\$150,000

2. Identify and explain any special engineering activities.

N/A



Mark Voelker P.E.

Signature of Registered Engineer/Architect Responsible For Budget Justification:

5/23/19 *281-342-2863*

Date:

Phone Number

PROJECT SCHEDULE

A schedule must be provided for each project. Highlight the projected length in months for each phase by clicking on the desired months. If a phase is not applicable, leave it blank. Projects are expected to be completed within 24 months following execution of the contract between the applicant and the GLO. Provide any comments regarding the schedule that may be helpful.

Project Title:

Big Creek Expansion Project

Eligible Activity: Flood and Drainage Facilities

HUD Activity #:

5

MONTHS:	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24
Professional Procurement		■	■	■																					
Environmental Review					■	■	■																		
Acquisition					■	■	■	■	■																
Engineering Design					■	■	■	■	■																
Construction										■	■	■	■	■	■	■	■	■	■	■	■	■			
Closeout Completion																								■	■
Extended Activity																								■	■

Comments: Construction (exavaction within the channel) itself may take longer due to weather, etc.


LOCAL CERTIFICATIONS

Every Application must be signed by the authorized signatory. By signing this application, the signee authorizes the state or any of its duly authorized representatives to verify the information contained herein. It should be noted that 18 USC § 1001 states that any person who (1) knowingly or willfully falsifies, conceals, or covers up by any trick, scheme, or device of material fact, (2) makes any materially false, fictitious, or fraudulent statement or representation; or (3) makes or uses any false writing or document knowing the same to contain any materially false fact, fictitious, or fraudulent statement or is a federal offense and punishable under the law. Title 18, Section 1001 of the U.S. code states that a person is guilty of a FELONY for knowingly and willingly makes false statements to any department of the United States Government.

Each application for CDBG Disaster Recovery funding must also be accompanied by a completed and signed Application for Federal Assistance Standard Form 424 (SF-424).

Each applicant must comply with the provisions of the National Environmental Policy Act (NEPA), the Council on Environmental Quality (CEQ) regulations, the requirements set forth in title 24 of the Code of Federal Regulations (CFR) part 58, and applicable GLO-CDR policy directives. All applicable federal and state laws, including environmental, labor (Davis-Bacon), procurement procedures and contract requirements of 2 CFR 200.318 -200.326, and civil rights requirements apply to the use of these funds. Each applicant certifies, in compliance with the requirements presented in Volume 81, Number 224 of the Federal Register effective November 28, 2016, that:

1. It has in effect and is following a residential anti-displacement and relocation assistance plan in connection with any activity assisted with funding under the CDBG-DR program;.
2. It is in compliance with restrictions on lobbying required by 24 CFR part 87, together with disclosure forms, if required by part 87;.
3. It will comply with the acquisition and relocation requirements of the Uniform Act (URA), as amended, and implementing regulations at 49 CFR part 24, except where waivers or alternative requirements are provided for in the Federal Register notice.
4. It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing regulations at 24 CFR part 135.
5. It is following a detailed citizen participation plan that satisfies the requirements of 24 CFR 91.105 Public Participation Plan as it pertains to local government administration of CDBG-DR funds. or 91.115 Public Participation Plan as it pertains to State administration of CDBG-DR funds., as applicable (except as provided for in notices providing waivers and alternative requirements for this grant). Also, each Unit of General Local Government (UGLG) receiving assistance from a state grantee must follow a detailed citizen participation plan that satisfies the requirements of 24 CFR 570.486 (except as provided for in notices providing waivers and alternative requirements for this grant).
 - a) Funds will be used solely for necessary expenses related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization in the most impacted and distressed areas for which the President declared a major disaster in 2016 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1974 (42 U.S.C. 5121 et seq.) related to the consequences of the 2016 flood events.
6. The grant will be conducted and administered in conformity with title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d) and the Fair Housing Act (42 U.S.C. 3601 -3619) and implementing regulations, and that it will affirmatively further fair housing.
7. It has adopted the following policies:
 - a) A policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
 - b) A policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location that is the subject of such nonviolent civil rights demonstrations within its jurisdiction.
8. It will not use CDBG-DR funds for any activity in an area identified as flood prone for land use or hazard mitigation planning purposes by the state, local, or tribal government, or delineated as a Special Flood Hazard Area in FEMA's most current flood advisory maps, unless it also ensures that the action is designed or modified to minimize harm to or within the floodplain, in accordance with Executive Order 11988 and 24 CFR part 55. The relevant data source for this provision is the state, local, and tribal government land use regulations and hazard mitigation plans and the latest issued FEMA data or guidance, which includes advisory data (such as Advisory Base Flood Elevations) or preliminary and final Flood Insurance Rate Maps.
9. Its activities concerning lead-based paint will comply with the requirements of 24 CFR part 35, subparts A, B, J, K, and R.
10. It will comply with applicable laws.
11. It will comply with the environmental requirements presented in 24 CFR Part 58.

Date	May 28, 2019
Printed Name	Honorable K.P. George 
Title	County Judge
Email	county.judge@fortbendcountytexas.gov
Phone Number	+1 (281) 341-8608

Fort Bend County - Big Creek 2017 CDBG-DR Infrastructure Application

Attachments

SF-424

Public Participation Summary

Resolution

Maps

Additional Information for the Infrastructure Application

Texas Division of Emergency Management (TDEM) DR 4332- HMGP Applicant Briefing slides

Tetra Tech HMGP Benefit Cost Analysis Memo for Big Creek

Beneficiary Information

2019 Low and Moderate Income Summary Data (LMISD)

Race/Ethnicity/Gender Calculator Form

American Fact Finder DPO5 Table

Documentation of Hurricane Harvey related damage

Local Disaster Declaration

USGS Graphs – Big Creek Gauge at Hwy 36

Environmental Exception Form

Recent Audit

Key Staff Listing

Fort Bend County Purchasing Manual (local procurement policies and procedures)

Application for Federal Assistance SF-424

* 1. Type of Submission:		* 2. Type of Application:		* If Revision, select appropriate letter(s):	
<input type="checkbox"/> Preapplication		<input checked="" type="checkbox"/> New		<input type="text"/>	
<input checked="" type="checkbox"/> Application		<input type="checkbox"/> Continuation		* Other (Specify):	
<input type="checkbox"/> Changed/Corrected Application		<input type="checkbox"/> Revision		<input type="text"/>	
* 3. Date Received:		4. Applicant Identifier:			
<input type="text"/>		TX489157			
5a. Federal Entity Identifier:			5b. Federal Award Identifier:		
<input type="text"/>			<input type="text"/>		
State Use Only:					
6. Date Received by State:		7. State Application Identifier:			
<input type="text"/>		<input type="text"/>			
8. APPLICANT INFORMATION:					
* a. Legal Name: Fort Bend County Texas					
* b. Employer/Taxpayer Identification Number (EIN/TIN):			* c. Organizational DUNS:		
74-6001969			0000081497075		
d. Address:					
* Street1:	301 Jackson Street				
Street2:	Suite 602				
* City:	Richmond				
County/Parish:	Fort Bend County				
* State:	TX: Texas				
Province:	<input type="text"/>				
* Country:	USA: UNITED STATES				
* Zip / Postal Code:	77469				
e. Organizational Unit:					
Department Name:			Division Name:		
Community Development			<input type="text"/>		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix:	Ms.	* First Name:	Marilynn		
Middle Name:	<input type="text"/>				
* Last Name:	Kindell				
Suffix:	<input type="text"/>				
Title:	Community Development Department Director				
Organizational Affiliation:					
<input type="text"/>					
* Telephone Number:	281-341-4410	Fax Number:	281-341-3762		
* Email:	marilynn.kindell@fortbendcountytexas.gov				

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

U.S. Department of Housing and Urban Development (HUD)

11. Catalog of Federal Domestic Assistance Number:

14.228

CFDA Title:

Community Development Block Grant (CDBG) Program Disaster Recovery

*** 12. Funding Opportunity Number:**

* Title:

Hurricane Harvey Infrastructure Application Guide

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

*** 15. Descriptive Title of Applicant's Project:**

Community Development Block Grant - Disaster Recovery (CDBG-DR) Infrastructure Program - Big Creek Expansion Project

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="13,060,895.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

- a. This application was made available to the State under the Executive Order 12372 Process for review on
- b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:
Middle Name:
* Last Name:
Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: 

* Date Signed:

Public Participation Summary

Fort Bend County's Hurricane Harvey Infrastructure Project: Big Creek Expansion Project process involved one public notice and one public meeting. The dates of the public notice, meeting and other participation opportunities are listed below.

Public Meeting Notice in Newspaper	January 31, 2019
Emails to Mailing List	February 5, 2019
Beginning of thirty day comment period	February 4, 2019
Fort Bend Connect Meeting/Announcement	February 8, 2019
Public Meeting	February 21, 2019
End of thirty day comment period	March 5, 2019
Commissioners Court approval	May 14, 2019

The thirty day public comment period for the draft of the Hurricane Harvey Infrastructure Project: Big Creek Expansion Project Application started on February 4, 2019 and ended on March 5, 2019.

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

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

No written comments nor telephone inquiries were received during the public commenting period related to this project. No one attended the February 21, 2019 meeting.

The Hurricane Harvey Infrastructure Project: Big Creek Expansion Project Application is scheduled to be approved by Fort Bend County Commissioners Court on Tuesday, May 28, 2019. Any comments received during the public comment regarding agenda and announcement portion of the Commissioners meeting will be included in this section.

1-31

FBC Community Development

Public Notice

PUBLISHER'S AFFIDAVIT

THE STATE OF TEXAS §
COUNTY OF FORT BEND §

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

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

(CLIPPING) (S)
ON Back

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

1-31

_____, A.D. 2019



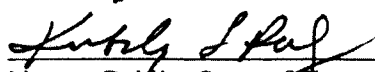
Lee Hartman
Publisher

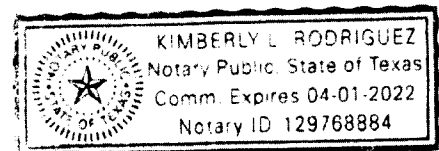
SUBSCRIBED AND SWORN BEFORE ME by Lee Hartman, who

a) is personally known to me, or

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

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


Notary Public, State of Texas



930 Legal Notices

REQUEST FOR COMPETITIVE SEALED PROPOSAL

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

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

NEED A classified! Call 281-232-3737.

705 Unfurnished Apartment

930 Legal Notices

FORT BEND ISD. In accordance Texas Education Code 44.031, Texas Government Code 2254, and Texas Government Code 2269, is soliciting prospective bids RFP - Supplemental Professional Learning Consulting Services RFP 19-064MC. Submissions will be due 02/26/2019 @ 2:00 P.M. CST. NO LATE BIDS WILL BE ACCEPTED. Contact: Maria Castellanos via email at maria.castellanos@fortbendisd.com<mailto:maria.castellanos@fortbendisd.com>. Bid may be downloaded from: <http://purchasing.fortbendisd.com/CurrentBids.aspx>. Mail response in a SEALED envelope with RFP # on outside to: FBISD, 555 Julie Rivers Drive, Sugar Land, TX 77478, ATTN: Maria Castellanos- RFP 19-064MC

SUBSCRIBE TODAY!

930 Legal Notices

FORT BEND ISD. In accordance Texas Education Code 44.031, Texas Government Code 2254, and Texas Government Code 2269, is soliciting prospective bids RFP - Supplemental Instructional Resources for K-12: ELA, Math, Science, Social Studies, World Languages, Health, Physical Education, Stem, Coding, Robotics RFP 19-068MC. Submissions will be due 02/26/2019 @ 3:00 P.M. CST. NO LATE BIDS WILL BE ACCEPTED. Contact: Maria Castellano via email at maria.castellanos@fortbendisd.com<mailto:maria.castellanos@fortbendisd.com>. Bid may be downloaded from: <http://purchasing.fortbendisd.com/CurrentBids.aspx>. Mail response in a SEALED envelope with RFP # on outside to: FBISD, 555 Julie Rivers Drive, Sugar Land, TX 77478, ATTN: Maria Castellanos - RFP 19-068MC

930 Legal Notices

**PUBLIC NOTICE
FORT BEND COUNTY, TEXAS
FY 2017 COMMUNITY DEVELOPMENT BLOCK GRANT DISASTER RECOVERY
(CDBG-DR 4332)
Hurricane Harvey Infrastructure Application and
Hurricane Harvey Local Buyout and Acquisition Program
Application**

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

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

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

1-31

RESOLUTION

Fort Bend County Community Development

**Application to the Texas General Land Office for
Community Development Block Grant – Disaster Recovery Assistance**

WHEREAS, the County Court of Commissioners finds it in the best interest of the citizens of Fort Bend County to participate in the infrastructure program through the Texas General Land Office for Community Development Block Grant – Disaster Recovery assistance regarding infrastructure affected by flooding in 2017; and

WHEREAS, an application must be submitted to the Texas General Land Office to participate in such program, and

WHEREAS, the County Court of Commissioners designates KP George, Fort Bend County Judge, as Fort Bend County's authorized official with the power to apply, reject, alter or terminate the grant on behalf of Fort Bend County.

NOW THEREFORE, BE IT RESOLVED that the County Court of Commissioners approves submission of the grant application listed above by the Fort Bend County Judge to the Texas General Land Office.

Passed, Approved and Resolved on the 28th day of May, 2019.

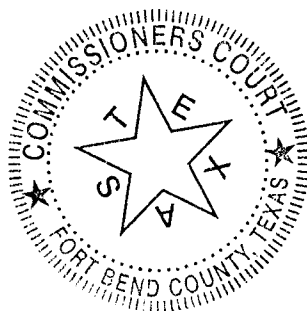


KP George, County Judge

ATTEST:



Laura Richard, County Clerk



Maps

1. Big Creek Expansion Project – Project Map

- This map shows the location and scope of the project. Also on this map is the latitude and longitude in decimal degrees for the center point of the project as well as the lat/long for the beginning and end points of the project.

2. Big Creek Project Overview – All Phases

- This map shows all phases of the expansion and excavation of Big Creek. Fort Bend County has complete over 20 miles of expansion and excavation from the Brazos River up to FM 2977. This last phase (segment 5) is the project listed in this application.

3. Project Beneficiary Maps

- PL 94-171 County Block Map (2010 Census): Fort Bend County, TX – CDBGUOGID 489157_048
- 2010 Census – Census Block Map: Pleak Village, TX – Place 58088

4. Floodplain (FIRM) Maps

- FIRM Map – Fort Bend County
- FIRM Map – Big Creek from FM 2977 to Spur 10
- FIRMETTE – Big Creek at Pleak

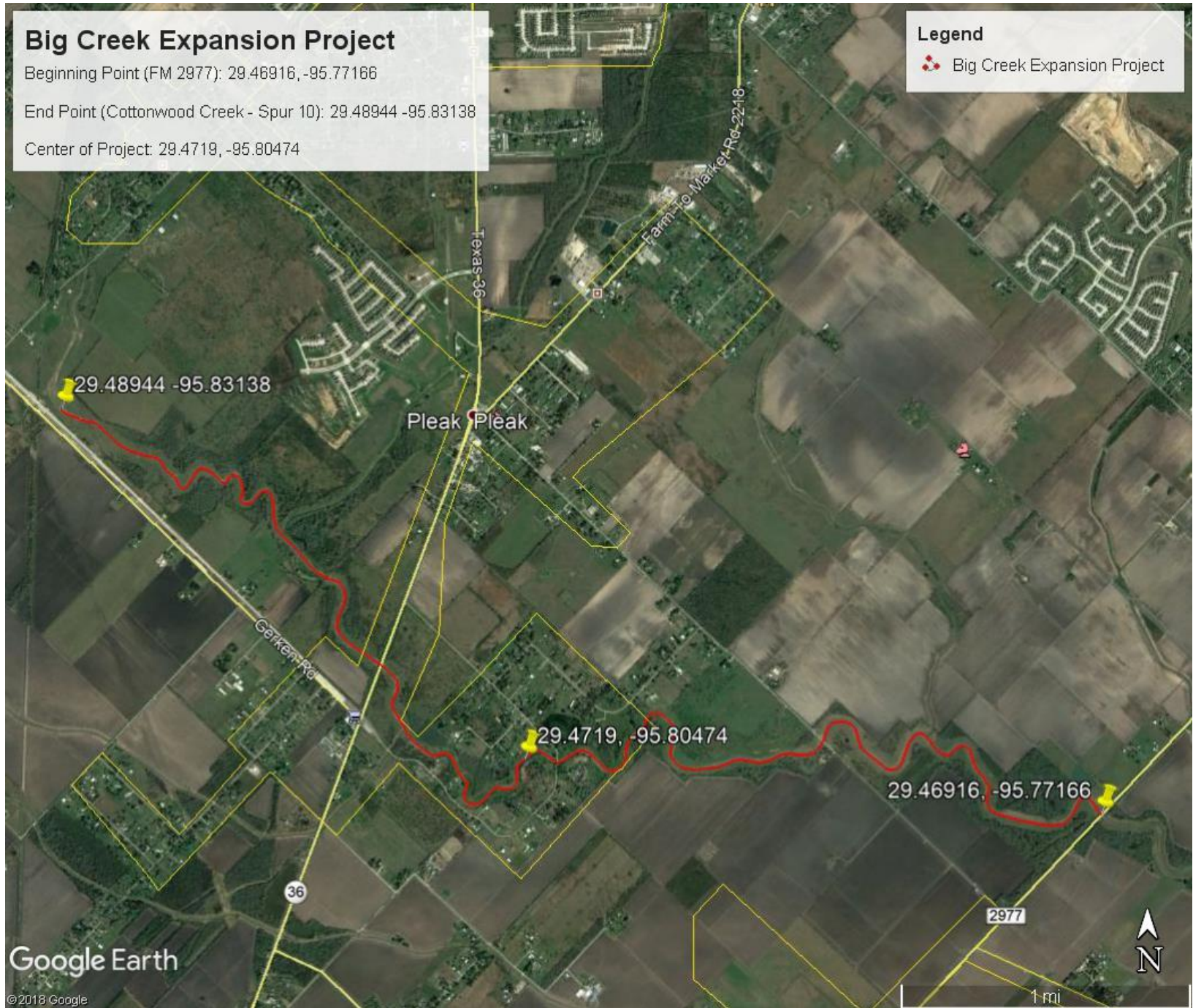
Big Creek Expansion Project

Beginning Point (FM 2977): 29.46916, -95.77166

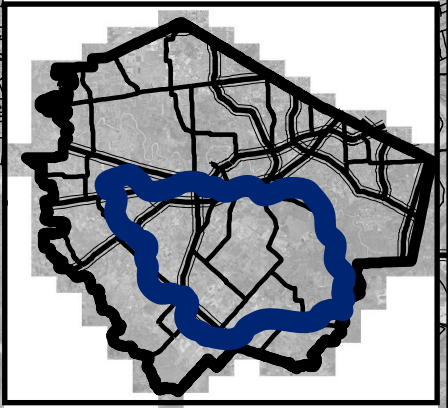
End Point (Cottonwood Creek - Spur 10): 29.48944 -95.83138

Center of Project: 29.4719, -95.80474

Legend
Big Creek Expansion Project













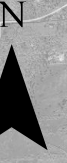
Big Creek Project Overview - All Phases



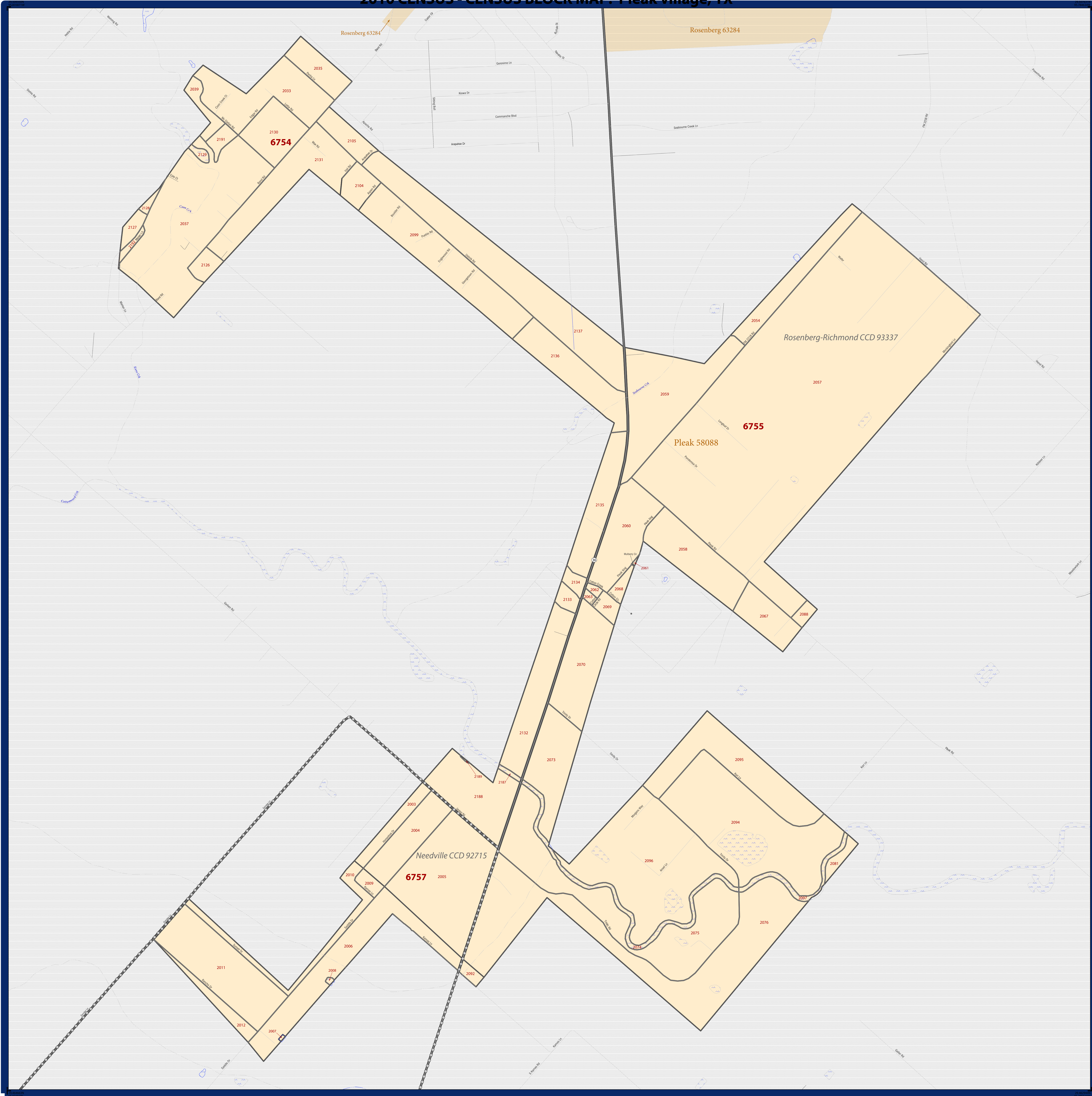
2017 CDBG-DR
Infrastructure
Project (segment 5)

Big Creek Project Legend

-  Big Creek Watershed Limits
-  Original, Unimproved Channel
-  Erosion Control Structure
-  Bypass Channel
-  Drop Structure
-  Segment 1
-  Segment 2A
-  Segment 2B
-  Segment 3
-  Segment 4 & 5



2010 CENSUS - CENSUS BLOCK MAP: Pleak village, TX



LEGEND

SYMBOL DESCRIPTION	SYMBOL	LABEL STYLE
International	☆☆☆☆☆	CANADA
Federal American Indian Reservation	★ ★ ★ ★ ★	L'ANSE RESV N 1880
Off-Reservation Trust Land, Hawaiian Home Land	+ + + + +	T1880
Oklahoma Tribal Statistical Area, Alaska Native Village Statistical Area, Tribal Designated Statistical Area	◆ ◆ ◆ ◆ ◆	KAW OTSA 5690
American Indian Tribal Subdivision	● ● ● ● ●	EAGLE NEST DIST 200
State American Indian Reservation	//// ////	Tama Resv n 9400
State Designated Tribal Statistical Area	◆ ◆ ◆ ◆ ◆	Lumbee SD TSA 9815
Alaska Native Regional Corporation	▼ ▼ ▼ ▼ ▼	NANA ANRC 52120
State (or statistically equivalent entity)		NEW YORK 36
County (or statistically equivalent entity)	□ □ □ □ □	MONTGOMERY 031
Minor Civil Division (MCD)	○ ○ ○ ○ ○	Bristol town 07485
Consolidated City	○ ○ ○ ○ ○	Hanna CCD 91650
Incorporated Place ^{1,2}	■ ■ ■ ■ ■	MILFORD 47500
Census Designated Place (CDP) ²	■ ■ ■ ■ ■	Davis 18100
Census Tract	■ ■ ■ ■ ■	Incline Village 35100
Census Block ³	■ ■ ■ ■ ■	33.07

DESCRIPTION	SYMBOL	DESCRIPTION	SYMBOL
Interstate	— 2 —	Geographic Offset or Corridor	—
U.S. Highway	— 2 —	Water Body	—
State Highway	— 2 —	Swamp, Marsh, or Gravel Pit/Quarry	—
Other Road	—	Glacier	—
Cul-de-sac	—	Military	—
Circle	—	National or State Park, Forest, or Recreation Area	—
4WD Trail, Stairway, Alley, Walkway, or Ferry	—	Airport	—
Railroad	—	Selected Mountain Peaks	—
Pipeline or Power Line	—	Island Name	—
Ridge or Fence	—	Inset Area	—
Property Line	—	Outside Subject Area	—
Perennial Stream	—		
Intermittent Stream	—		
Nonvisible Boundary or Feature Not Elsewhere Classified	—		

Where state, county, and/or MCD/CCD boundaries coincide, the map shows the boundary symbol for only the highest-ranking of these boundaries. Where American Indian reservation and American Indian tribal subdivision boundaries coincide, the map shows only the American Indian reservation boundaries. Where Oklahoma tribal statistical area boundaries and American Indian tribal subdivision boundaries coincide, the map shows only the Oklahoma tribal subdivision boundaries.

1 A " " following an MCD name denotes a false MCD. A " " following a place name indicates that a false MCD exists with the same name and FIPS code as the place; the false MCD label is not shown.

2 Place label color correlates to the place fill color.

3 A " " following a block number indicates that the block number is repeated elsewhere in the block. Blocks are symbolized and labeled only in the subject area of the map.

SUBJECT AREA COUNTIES ON MAP SHEET
48157 Fort Bend

All legal boundaries and names are as of January 1, 2010. The boundaries shown on this map are for Census Bureau statistical data collection and tabulation purposes only; their depiction and designation for statistical purposes does not constitute a determination of jurisdictional authority or rights of ownership or entitlement.

Geographic Vintage: 2010 Census (reference date: January 1, 2010)
Data Source: U.S. Census Bureau's MAINTIGER database (TAB100148)
Map Created by Geography Division: May 06, 2011

U.S. DEPARTMENT OF COMMERCE Economics and Statistics Administration U.S. Census Bureau

Projection: Albers Equal Area Conic
Datum: NAD 83
Spheroid: GRS 80
1st Standard Parallel: 27 36 51
2nd Standard Parallel: 34 43 24
Central Meridian: -100 04 35
Latitude of Projection's Origin: 25 50 13
False Easting: 0
False Northing: 0

The plotted map scale is 1:6798

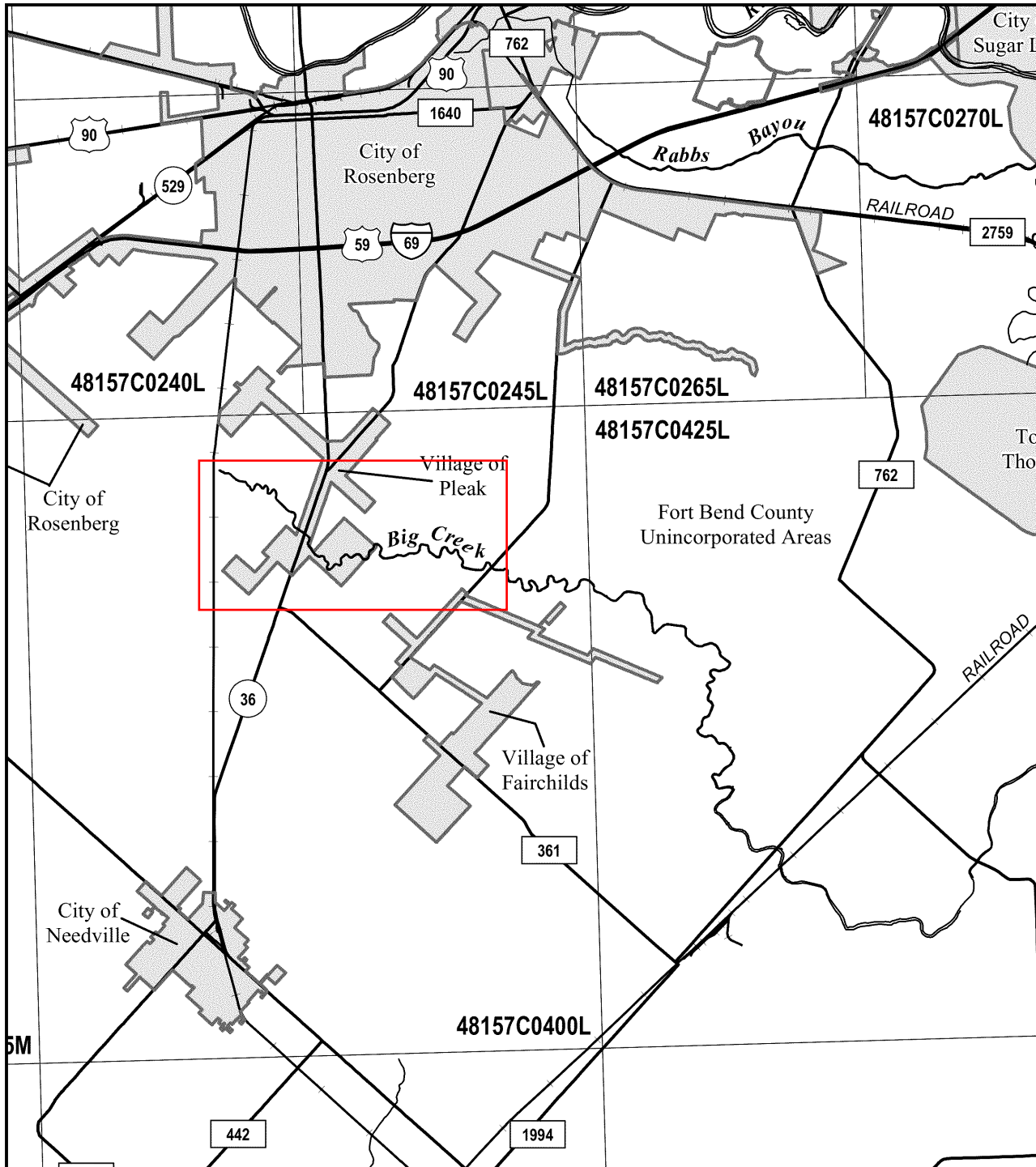
0 0.2 0.4 0.6 0.8 1 Kilometers
0 0.2 0.4 0.6 0.8 1 Miles



PARENT SHEET 1
Total Sheets: 1
Index Sheets: 0
Parent Sheets: 1
Inset Sheets: 0

NAME: Pleak village (58088)
ENTITY TYPE: Incorporated Place
ST: Texas (48)
CO: Fort Bend (157)

Geographic Unit (GU): Block Map Series
2010 CENSUS BLOCK MAP PARENT - Place
2170485808801



NATIONAL FLOOD INSURANCE PROGRAM

MAP INDEX

FIRM
FLOOD INSURANCE RATE MAP
FORT BEND COUNTY,
TEXAS
AND INCORPORATED AREAS
 (SEE LISTING OF COMMUNITIES TABLE)

MAP INDEX

PANELS PRINTED: 40, 45, 60, 70, 80, 85, 90, 95, 105, 110, 115, 120, 130, 135, 140, 145, 165, 200, 225, 230, 235, 240, 245, 255, 260, 265, 270, 280, 285, 290, 295, 305, 310, 315, 320, 350, 375, 400, 425, 430, 435, 440, 445, 455, 500, 525, 550, 575

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.



MAP NUMBER
48157CIND0B
MAP REVISED
DECEMBER 21, 2017

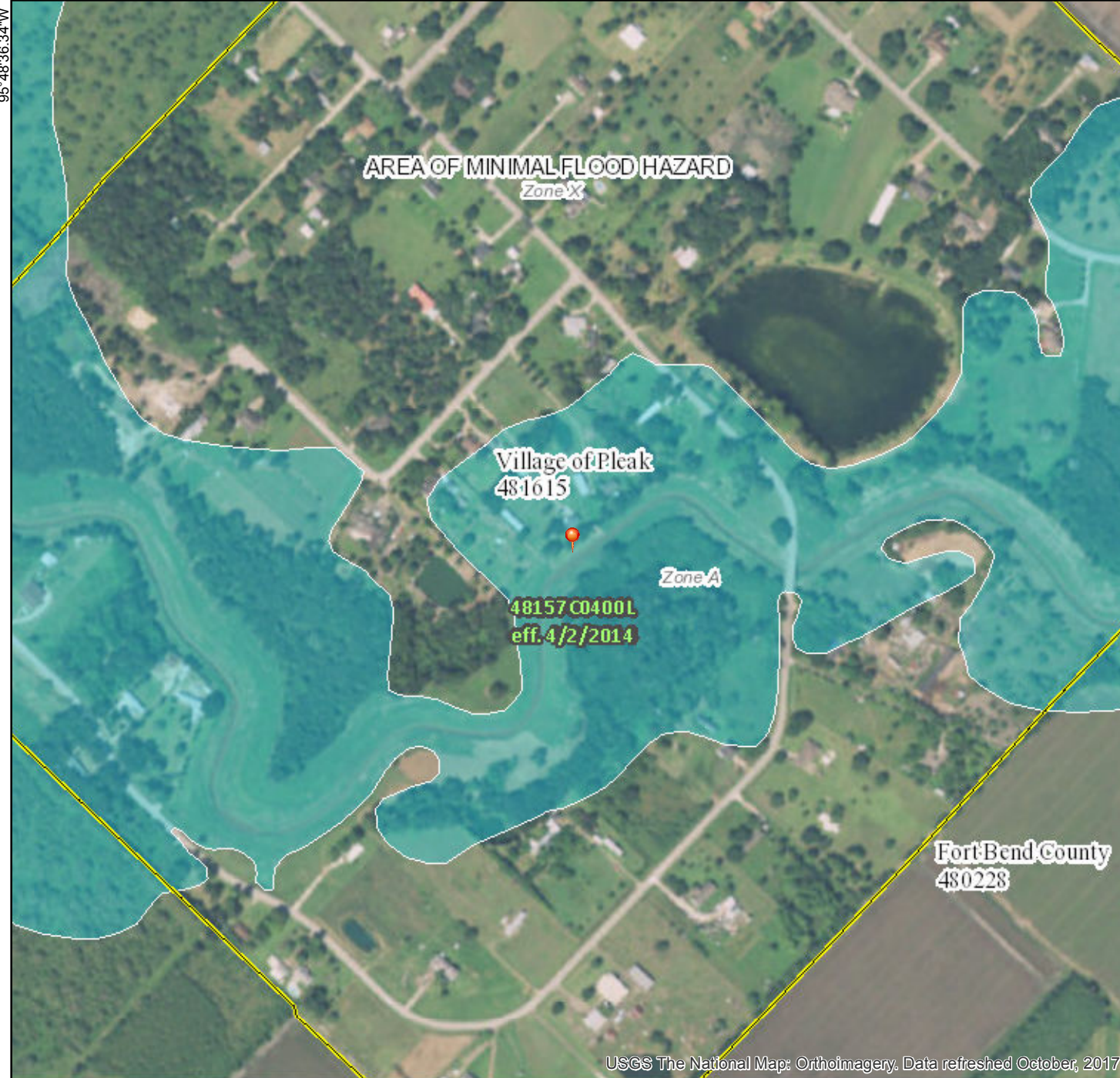
Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

National Flood Hazard Layer FIRMMette



























29°28'34.89"N



Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

- | | |
|------------------------------------|--|
| SPECIAL FLOOD HAZARD AREAS |  Without Base Flood Elevation (BFE)
<i>Zone A, V, A99</i>
 With BFE or Depth <i>Zone AE, AO, AH, VE, AR</i>
 Regulatory Floodway |
| OTHER AREAS OF FLOOD HAZARD |  0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile <i>Zone X</i>
 Future Conditions 1% Annual Chance Flood Hazard <i>Zone X</i>
 Area with Reduced Flood Risk due to Levee. See Notes. <i>Zone X</i>
 Area with Flood Risk due to Levee <i>Zone D</i> |
| OTHER AREAS |  NO SCREEN Area of Minimal Flood Hazard <i>Zone X</i>
 Effective LOMRs
 Area of Undetermined Flood Hazard <i>Zone D</i> |
| GENERAL STRUCTURES |  Channel, Culvert, or Storm Sewer
 Levee, Dike, or Floodwall |
| OTHER FEATURES |  B 20.2 Cross Sections with 1% Annual Chance Water Surface Elevation
 E 17.5 Coastal Transect
 Base Flood Elevation Line (BFE)
 Limit of Study
 Jurisdiction Boundary
 Coastal Transect Baseline
 Profile Baseline
 Hydrographic Feature |
| MAP PANELS |  Digital Data Available
 No Digital Data Available
 Unmapped |

 The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on **3/5/2019 at 7:10:18 PM** and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.

USGS The National Map: Orthoimagery. Data refreshed October, 2017. 29°28'3.57"N

0 250 500 1,000 1,500 2,000 Feet 1:6,000

95°47'58.88"W

Additional Information

Funding Information

- **FEMA Coverage**
 - Fort Bend County did not submit this project to FEMA for possible reimbursement under FEMA's Public Assistance (PA) Program. This is due to the fact that Big Creek from FM 2977 up to its confluence at Coon Creek and Cottonwood Creek (near Spur 10) sustained little direct damage to the channel itself as a result of Hurricane Harvey. That said, the limited capacity of Big Creek's channel meant that it was unable to contain the large amounts of water moving through the channel during Hurricane Harvey, causing flooding in homes, roads, and agricultural lands.
 - (Note that Fort Bend County did submit a FEMA Public Assistance Project Worksheet for damage that occurred to Big Creek further downstream.)
 - As stated in the application, this project was not submitted to the FEMA Hazard Mitigation Grant Program as this project did not meet the FEMA requirement of having a Benefit Cost Ratio of 1.1 or greater. Attached is the PowerPoint presentation (DR-4332 HMGP applicant briefing FINAL 03292018) used by the Mitigation Unit of the Texas Division of Emergency Management (TDEM) that states projects must demonstrate the 1.1 Benefit Cost Ratio (see slide 14).
- **Other Funding**
 - In the past, Fort Bend County Commissioners Court allocated funds to contribute towards the previous phases of the expansion of Big Creek. Fort Bend County has had a recent change in leadership and subsequent changes in priorities. No funds have been allocated for this project at this time.

Project Detail

- The Fort Bend County Drainage District maintains the Big Creek channel and has existing easement along Big Creek, including through the Village of Pleak. Since the Fort Bend County Drainage District maintains the Big Creek channel, no agreement between Fort Bend County and the Village of Pleak is necessary. Instead, the Drainage District will see right-of-way entry to Big Creek from the individual property owners along Big Creek.
- The expansion and excavation of Big Creek from FM 2977 up to confluence at Cottonwood Creek and Coon Creek (near Spur 10) would provide immediate benefit the Village of Pleak, making the Village of Pleak the main service area for this project. The Village of Pleak is a Census Defined Place (Place 58088) with 64.33% LMI.



DR-4332

HMGP APPLICANT BRIEFING

Hazard Mitigation Section
TDEM Recovery, Mitigation, and Standards



Texas Department of Public Safety

DIVISION OF EMERGENCY MANAGEMENT

Hazard Mitigation

Hazard Mitigation is any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards.

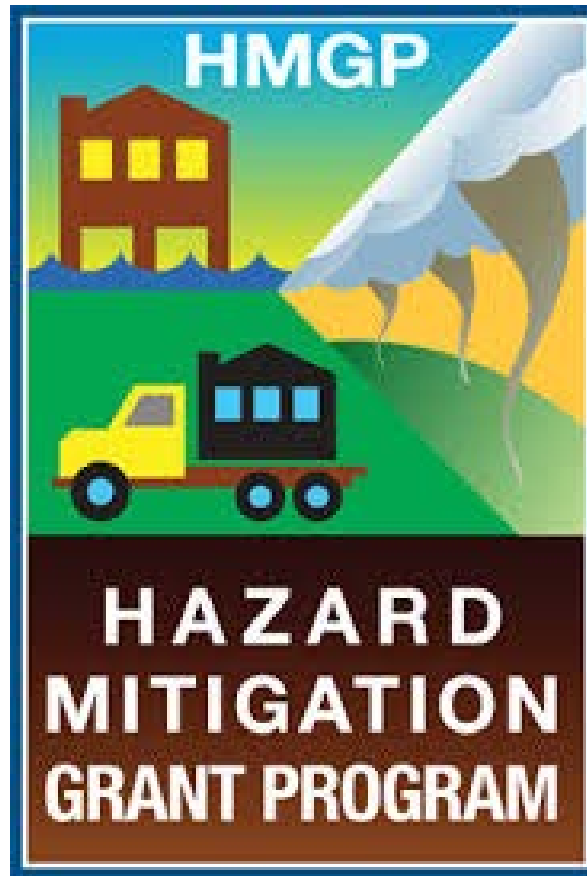


TDEM Mitigation Program

Philosophy

- Success requires a strong partnership between sub-applicants, TDEM, and FEMA.
- Risks that Texas seeks to mitigate through this program exist in your communities.
- The state's success at implementing the State Hazard Mitigation Plan and reducing the long-term risk for natural hazards in Texas depends on your success.
- Helping you achieve success with your mitigation projects is the primary focus of TDEM mitigation staff.





THE HAZARD MITIGATION GRANT PROGRAM

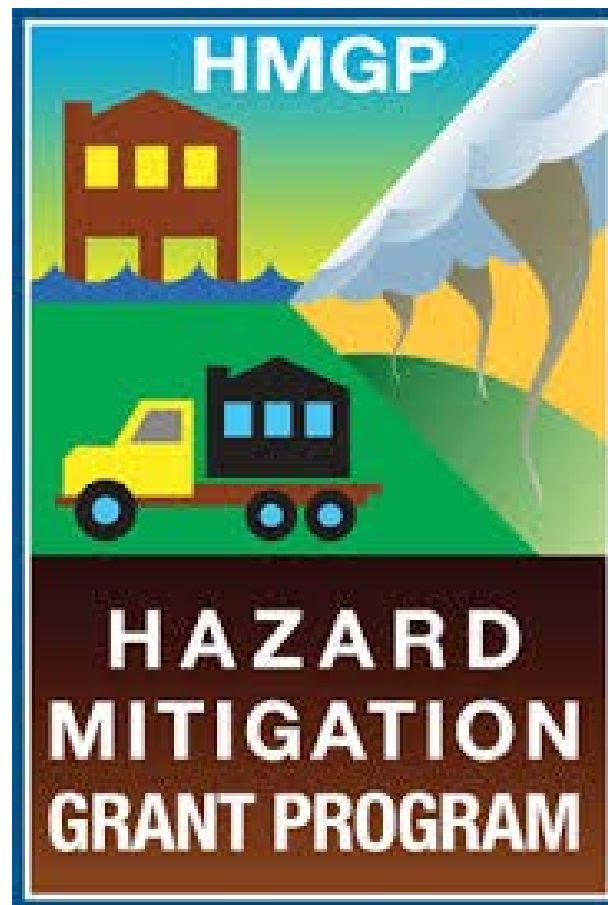


Texas Department of Public Safety

DIVISION OF EMERGENCY MANAGEMENT

Authorization

- Section 404 of the Stafford Act
 - 42 U.S.C. 5170c
- Purpose to ensure that opportunity to take action to reduce the risk from future disasters is not lost during the recovery process following a disaster



Basic Program Information

- Project funding
 - Up to 75% maximum federal share for eligible activities
 - 25% non-federal share match requirement
- Competitive statewide
- Priority given to jurisdictions in counties declared under this declaration



Available Funding

Estimate / Lock-in Date	Amount
30-Day Estimate (Oct. 2, 2017)	\$1,183,209,235
6-Month Estimate (Feb. 25, 2018)	\$1,116,321,816
12-Month Lock In (Aug. 25, 2018)	TBD



Eligibility

- Local governments
- Federally recognized tribes
- Private non-profit organizations
- State agencies
- Current FEMA-approved hazard mitigation plan
- Jurisdiction must participate in National Flood Insurance Program (NFIP) for projects located in Special Flood Hazard Area (SFHA)



Mitigation Plan Requirement: Extraordinary Circumstances

- Jurisdictions with an expired plan or without a plan may request an “Extraordinary Circumstances” waiver of the mitigation plan requirement
- Submit request at time of application
- If granted plan must be complete and approved by FEMA within one year of award
- See HMA Guidance E.5.3 pg. 45-46



PA versus HMGP Mitigation

PA

- 406
- Repair to pre-disaster
- Mitigation only on the damaged area

HMGP

- 404
- Reduce future potential
- Does not have to be damaged area



PROJECT INFORMATION



Texas Department of Public Safety

DIVISION OF EMERGENCY MANAGEMENT

Eligible Regular Projects

- Property acquisition / demolition (buy-out)
- Structure elevation
- Mitigation reconstruction
- Dry floodproofing
 - Historic residential structures
 - Non-residential structures
- Drainage
 - Localized flood risk reduction projects
 - Non-localized flood risk reduction projects
- Wind retrofit projects
- Infrastructure retrofit projects
- Generator projects



Eligible Regular Projects

- Community safe room construction
- Residential safe room construction
- Soil stabilization
- Post-disaster code enforcement
- Wildfire mitigation
 - Defensible space
 - Ignition resistant construction
 - Hazardous fuels reduction



Benefit-Cost Analysis

- Projects must demonstrate a benefit-cost ratio of 1:1 or greater
- Pre-calculated benefits
 - Substantially damaged determination in SFHA
 - \$276,000 acquisitions in SFHA
 - \$175,000 elevations in SFHA
 - Hurricane wind retrofit measures



City of Lancaster Acquisitions/Demolitions

Federal Share: \$1.059 mil

Benefit: Removed flooded homes from flood prone area.



Texas Department of Public Safety

DIVISION OF EMERGENCY MANAGEMENT

City of Laredo, Drainage Improvements

Federal Share: \$3.299 mil

Benefit: Improves drainage



Texas Department of Public Safety

DIVISION OF EMERGENCY MANAGEMENT

Holy Trinity High School Community Safe Room

Location: city of Temple, Bell County

Federal Share: \$1.1 mil

**Benefit: Tornado
Safe Room**

**Alternate use:
Dining Room,
Auditorium**



Texas Department of Public Safety

DIVISION OF EMERGENCY MANAGEMENT

City of Lumberton Community Safe Room

Community Safe Room

Alternate Use: Auditorium for Performing Arts



Texas Department of Public Safety

DIVISION OF EMERGENCY MANAGEMENT

Eligible Mitigation Planning Projects

- New mitigation plans
- Update existing mitigation plans
- Building capacity through delivery of technical assistance and training
- Evaluating adoption/enforcement of risk reduction ordinances
- Mitigation planning – related activities
 - Risk & vulnerability assessment
 - Mitigation strategy – mitigation action implementation
 - Integrating mitigation plan information into other plans



Planning Project Priorities

1. Multi-jurisdictional plans that include all communities, special districts, and school districts located within their jurisdictional boundaries.
2. Watershed level mitigation plans involving all jurisdictions sponsored by a river authority and including all jurisdictions within the river authority's jurisdiction.



Planning Project Priorities

3. University mitigation plans developed on the university system level
4. Single city jurisdiction plans that have a population of 150,000 or above.
5. Other planning projects



Planning Application Considerations

- County Level plans are preferred, but may be adjusted to include up to 5 counties in a single plan.
- Special districts are strongly encouraged to participate in county level plans
- Jurisdictions participating in a mitigation plan must send at least one representative to the G318 Mitigation Planning Course provided by TDEM or FEMA



Planning Project Funding Guidelines

- Up to \$50,000-\$75,000 base amount per plan with considerations of population.
- Up to \$10,000 per additional jurisdiction(s) with consideration of population and number of participants per plan.
- Up to \$12,000 per independent school district and special districts.
- Cap at \$300,000 for very large multi-jurisdiction plans.



5% Initiative Projects

- Consistent with mitigation plans
- Meet all HMGP requirements
- Difficult to complete standard benefit cost analysis (BCA) to prove cost-effectiveness
 - Requires cost effectiveness narrative
- Examples
 - Warning system projects
 - Public education and outreach projects



Project: Hays County Low Water Crossing Warning System, 13 systems

Federal Share: \$600k

Benefit: Warns of flooded roads



Texas Department of Public Safety

DIVISION OF EMERGENCY MANAGEMENT

City of San Marcos Tornado Warning Sirens

Federal Share: \$255k

**Benefit: city wide public
warning system**

**This system was recently used
during severe thunderstorms and
potential tornado development!**



Texas Department of Public Safety

DIVISION OF EMERGENCY MANAGEMENT

Madison County Emergency Generator

Federal Share: \$32.5k

Benefit: COOP of emergency operation



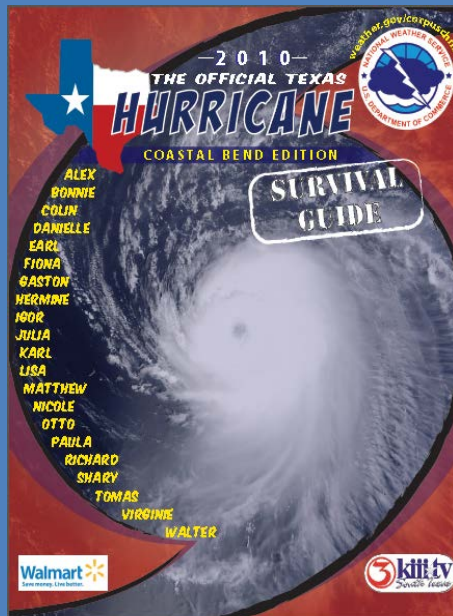
Texas Department of Public Safety

DIVISION OF EMERGENCY MANAGEMENT

Official Texas Hurricane Guide

Federal Share: \$1,547,336.00

Benefit: Public education



Texas Department of Public Safety

DIVISION OF EMERGENCY MANAGEMENT



Phased Projects

- Phase I (Conditional approval)
 - Hydrologic & hydraulic studies
 - Preliminary engineering design
 - Environmental and historic preservation (EHP) review & environmental studies
 - EO 11988 amendment to FIRM
- Phase II (Construction)
 - Determined to be eligible
 - Determined to be technically feasible
 - Determined to be cost-effective
 - Complies with EHP requirements



What is a 'good' project?

- Good projects take planning and preparation
- Good projects address true hazard risk not minor inconvenience
- Addresses a hazard profiled in approved local mitigation plan
- Project will be completed in 2-3 years from the award.



Good Projects

- Well planned and clearly written to explain the need and what will be accomplished
- Provide details about:
- Need for the project / loss history
- What is being protected
- Alternatives considered
- Clear scope of work
- Detailed budget





APPLICATION INFORMATION AND PROCESS



Texas Department of Public Safety

DIVISION OF EMERGENCY MANAGEMENT

HMGP Funding Priorities

1. HMGP eligible jurisdictions within the declared counties for the disaster declaration;
2. Projects that address the principal hazards associated with the disaster declaration;
3. Projects that demonstrate greatest community benefit;
 - a. Highest Benefit Cost Ratio (BCR)
 - b. Verifiable population directly served or benefitting from the project



Additional Criteria Considered

- Mitigation activities that fit within an overall plan for development in the community, disaster area, or state;
- Mitigation activities that if not taken will have a severe detrimental impact on the community such as the loss of life, loss of essential services, damage to critical facilities, or economic hardship;

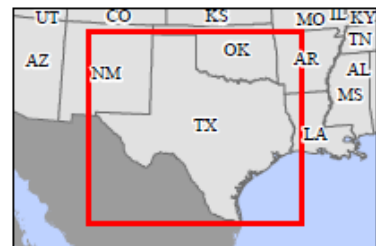
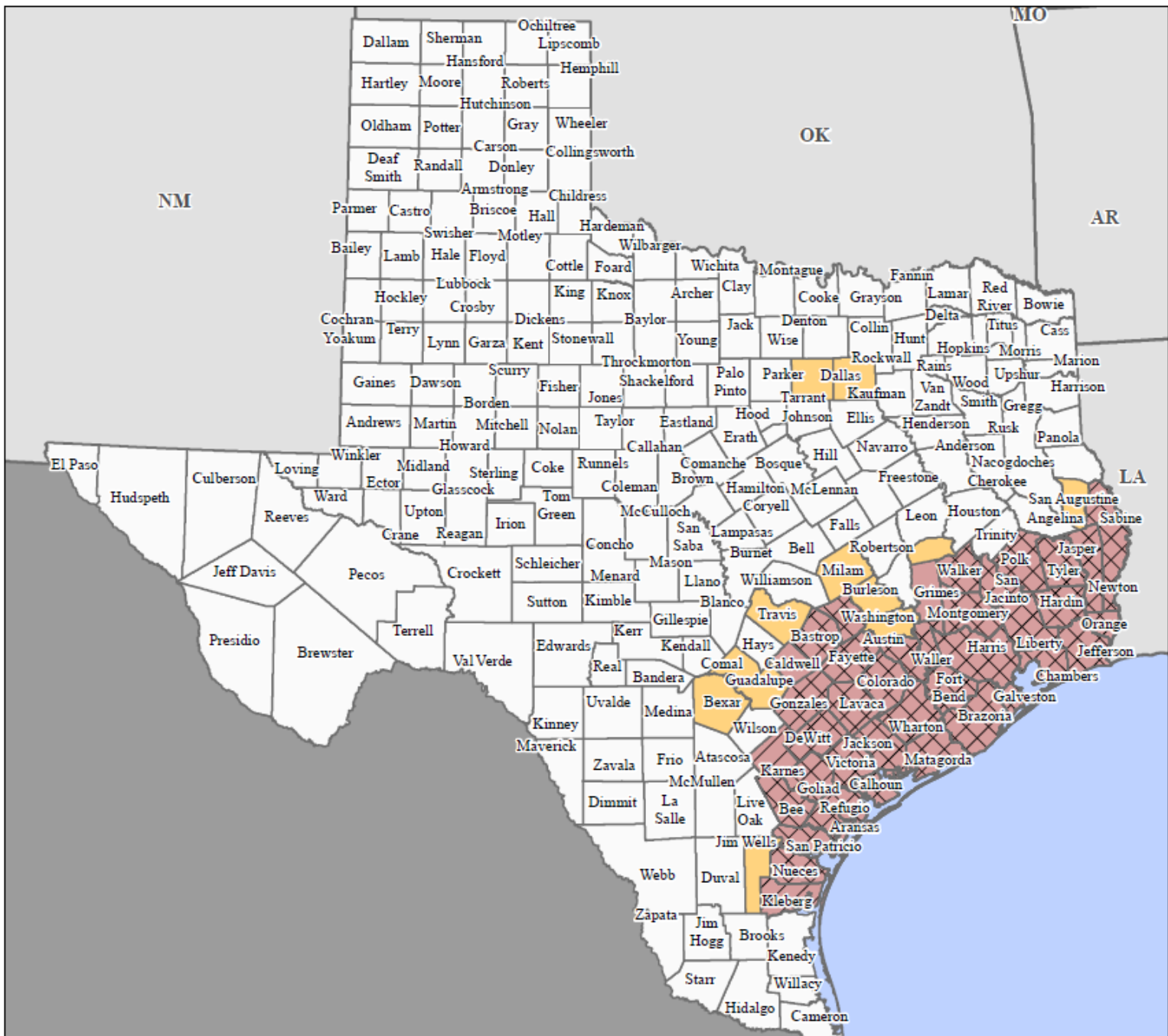


Additional Criteria Considered

- Mitigation activities that have the greatest potential for reducing future disaster losses;
- Mitigation activities that are designed to accomplish multiple objectives, including damage reduction, environmental enhancement, historic preservation, recreation, economic recovery/development, and building community resilience to climate change.



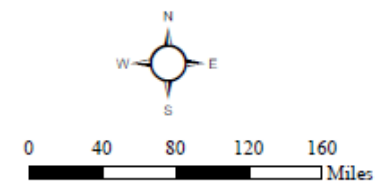
FEMA-4332-DR, Texas Disaster Declaration as of 10/11/2017



Data Layer/Map Description:
The types of assistance that have been designated for selected areas in the State of Texas.

All designated areas in the State of Texas are eligible to apply for assistance under the Hazard Mitigation Grant Program.

- Designated Counties**
- No Designation
 - Public Assistance
 - Individual Assistance and Public Assistance
 - Public Assistance (Category B)
 - Individual Assistance and Public Assistance (Categories A and B)
 - Individual Assistance and Public Assistance (Categories A - G)



Data Sources:
 FEMA, ESRI;
 Initial Declaration: 08/25/2017
 Disaster Federal Registry Notice:
 Amendment #10 - 10/11/2017
 Datum: North American 1983

DR-4332 Project Priorities

1. Non-localized flood risk reduction projects (large-scale, regional, hydraulically linked)
2. Localized drainage and flood risk reduction projects to include retention ponds, storm sewer improvement



DR-4332 Project Priorities

3. Acquisition and demolition of floodplain properties
 - a. Determined to be substantially damaged per a community's floodplain zoning ordinance;
 - b. Repetitive loss and severe repetitive loss structures;
 - c. Properties located in the floodway;
 - d. Subrecipient's strategically targeted areas for acquisition;
 - e. Flood damaged properties in the floodplain;



DR-4332 Project Priorities

4. Elevation or floodproofing of flood damaged structures
 - a. Floodproofing or retrofitting of flood damaged critical facilities
 - b. Elevation or floodproofing or retrofitting flood damaged structures in the floodplain;
 - c. Elevation or floodproofing or retrofitting flood damaged structures not in the floodplain;



DR-4332 Project Priorities

5. Infrastructure retrofit projects
6. Hurricane-rated community safe room projects
7. Wind retrofit projects
8. Other hazard reduction projects (such as community or residential safe rooms, generators, wildfire mitigation, protection of utilities, drainage, etc.).



TDEM HMGP Application Process

1. Sub-applicant submits Notice of Intent (NOI) for each project you intend to seek funding for.
2. TDEM/FEMA jointly review NOIs for eligibility
3. TDEM responds to all submitted NOIs & work with jurisdictions to address eligibility issues and provide technical guidance and assistance on developing a full application
4. Sub-applicant develops HMGP application



TDEM HMGP Application Process Continued

5. Sub-applicant submits HMGP application to TDEM
6. TDEM reviews application
7. Sub-applicant responds to requests for additional information from TDEM (as necessary)



TDEM HMGP Application Process Continued

8. Applications reviewed by State Hazard Mitigation Team to make funding recommendations to Governor's Authorized Representative (GAR)
9. GAR selects projects for funding
10. TDEM submits selected projects and alternate projects to FEMA
11. FEMA reviews submitted projects



TDEM HMGP Application Process Continued

12. TDEM and sub-applicant respond to FEMA requests for additional information as necessary
13. FEMA issues award to TDEM
14. TDEM issues award to sub-applicant and schedules project kick-off meeting



HMGP Application Timeline

- There are no established hard NOI or HMGP application deadlines.
 - Considered a “rolling application period”
- Applications will be reviewed and selected for funding on an on-going basis.
- Projects will be submitted to FEMA for review and funding immediately upon selection.



HMGP Application Timeline

- Rolling application deadline points:
 - Successful applications will be funded much faster than previous HMGP offerings
 - Available funding could be exhausted prior to FEMA's application submission deadline
 - **Subapplicants are encouraged to complete and submit their complete HMGP applications as soon as possible after receiving a response to their NOI.**



TDEM Notice of Intent


The Notice of Intent serves several purposes:

- Provides basic information to determine project and applicant eligibility
- Helps TDEM target technical support and outreach activities to assist in application development
- Helps TDEM gauge program interest and project cost against available funding
- Helps the applicant complete the full HMGP application



TDEM Notice of Intent

- Project point of contact information
- Project cost
- General description of project area
- General damage history
- People/structures at risk
- Description of proposed action
- Phased project



**Texas Division of Emergency Management
Recovery, Mitigation and Standards**
Texas Hazard Mitigation Grant Program (HMGP)
Notice of Intent (NOI) Form

FEMA Disaster #: DR-4332 Date: _____
Applicant: _____
City: _____ County: _____ State: TX

NOI Point of Contact (POC)
Name: _____ Title: _____
Phone: _____ Mobile: _____ Fax: _____
Email: _____

Mailing Address
Street Address: _____
City: _____ State: Texas Zip: _____

Assessment
Mitigation Action Plan (MAP) approval date: _____
If NOT approved - Date submitted to State: _____
Is this specific project identified in the MAP? Yes _____
If YES, provide the page location of measure in MAP: _____
If NO, is this type of project identified in the MAP? N/A _____

Is Community in good standing with NFIP? Yes _____

Project Proposal
Estimated Project Cost: _____
(Please provide a researched estimate for the total cost of the project.)
Funding Method for 25% Match:


Proposed Project Area:

HMGP-NOI
RMS Form # _____ Page 1



Program Changes Since Last Offering:

- Notice of Intent Required
- New TDEM HMGP Application
- Streamlined Acquisition/Demolition Application
- Projects Must be listed in Plan
 - General by type
 - Specific



**Texas Division of Emergency Management
Recovery, Mitigation and Standards**

Section 404 Hazard Mitigation Grant Program (HMGP)
Application Form

Disaster Declaration #: FEMA-4332-DR-TX Declaration Date: August 25, 2017

SUB-APPLICANT INFORMATION

Name of Sub-applicant Organization/Agency: _____

Address: _____

City: _____ County: _____ State: TX Zip: _____

Primary Contact Name: _____ Title: _____

Email: _____ Office Phone: _____ Cell: _____

Secondary Contact Name: _____ Title: _____

Email: _____ Office Phone: _____ Cell: _____

Check One:
 State Government Local Government Federally Recognized Tribe Private Non-Profit

Tax ID #: _____ DUNS #: _____ FIPS Code: _____
(Data Universal Numbering System)

State Legislative House District(s): _____ State Legislative Senate District(s): _____

Congressional House District(s): _____

National Flood Insurance Program (NFIP) Community Identification #: _____
(This number can be obtained from the FIRI map for your area)

NFIP Community Rating System Class # (if available): _____

PROJECT INFORMATION

Project Title: _____

Application Type: (select from the following)
 Standard HMGP 5% Initiative Planning Phased Project

Project Type: (select from the following)
 Acquisition Elevation Residential Saferoom Community Saferoom
 Drainage Generator Wildfire Structural Retrofit
 Other: _____

Hazards to be Mitigated: (select from the following)
 Flood Wind Wildfire Subsidence Storm Surge
 Other: _____

Note: A Property Site Inventory Worksheet (see attached) is required for Acquisition, Elevation, and Mitigation Reconstruction projects

Page 3 of 12



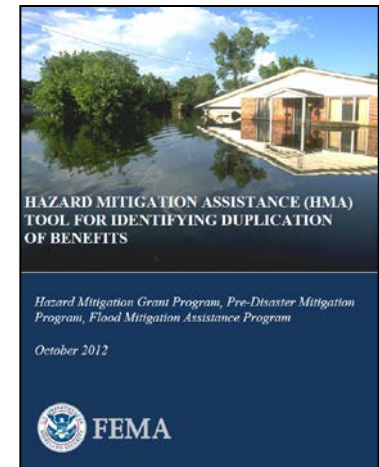
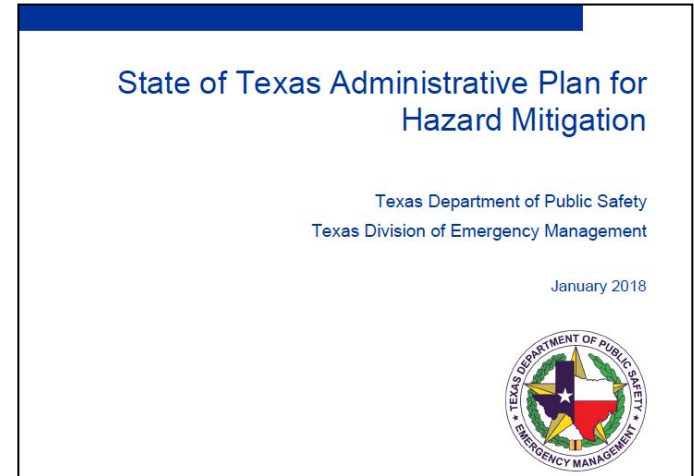
Additional Information:

- Most stringent of federal, state or local laws and regulations apply.
- Title 44, Code of Federal Regulation
- Title 2, Code of Federal Regulation.
- Hazard Mitigation Assistance Guidance, February 27, 2015 edition.
- Texas Local Government Code.
- FEMA P-361, 3rd Edition, 2015; FEMA P-320, 4th Edition, 2014; and ICC-500



Resources

- FEMA HMA Guidance & Addendum
- FEMA Hazard Mitigation Assistance Cost Share Guide
- TDEM DR-4332 HMGP Admin Plan
- FEMA HMA Tool for Identifying Duplication of Benefits



To Help You Better Prepare

- Application development workshops and webinar will be scheduled prior to the application deadlines.
- Please check with TDEM website and our mass e-mail blasts for details.



Technical Assistance Request

- Request reviewed by TDEM
- TDEM forwards requests to FEMA
- Available assistance
 - Application development
 - Benefit-cost analysis
 - Acquisition & demolition
 - Elevation project
 - Other

DR-4332-TX Technical Assistance Request Form

The Texas Department of Emergency Management (TDEM) in partnership with the Federal Emergency Management Agency (FEMA) may be able to provide technical assistance to eligible sub-applicants. If you would like to make a request for assistance, please provide the information requested below:

Today's Date _____

Name/Title	
Organization	
Email Address	
Organization	
Phone#	
Address	
City, State and Zip	
Preferred Means of Contact	
Best time to Contact	

Select applicable item(s) below:

- We need help developing our application
- We need help collecting the data for our application
- We need help with conducting Benefit Cost Analyses
- We need help understanding the FEMA funded property buyout program
- We need help understanding FEMA funded elevation projects
- We need to know more about the Hazard Mitigation Grant Program
- We need additional help with the following:

1 _____

2 _____

3 _____

4 _____

Describe your Project – Please be specific

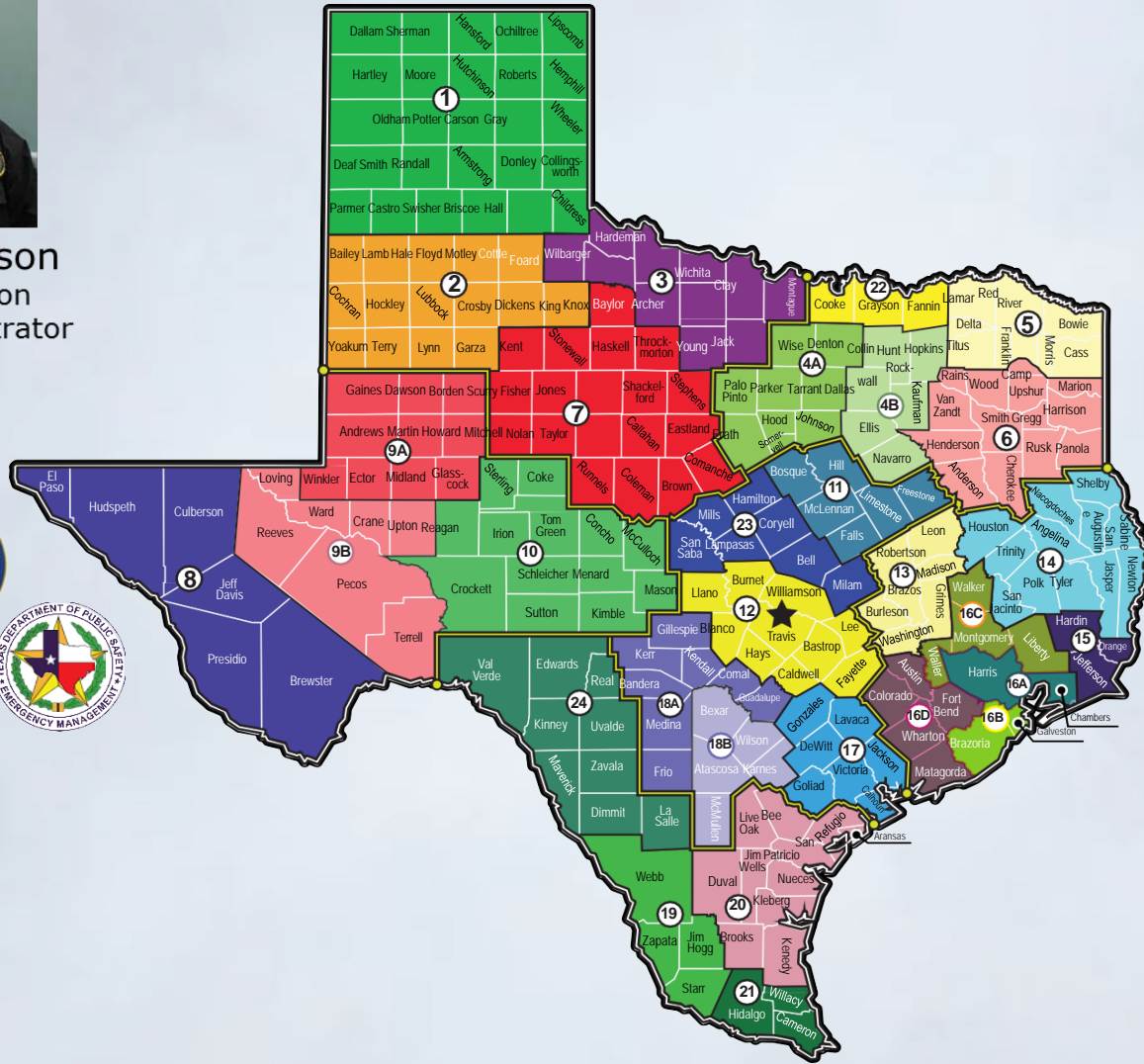
Describe the Technical Assistance needed by your Community – Provide as much detail as possible



Hazard Mitigation



David Jackson
Hazard Mitigation
Section Administrator



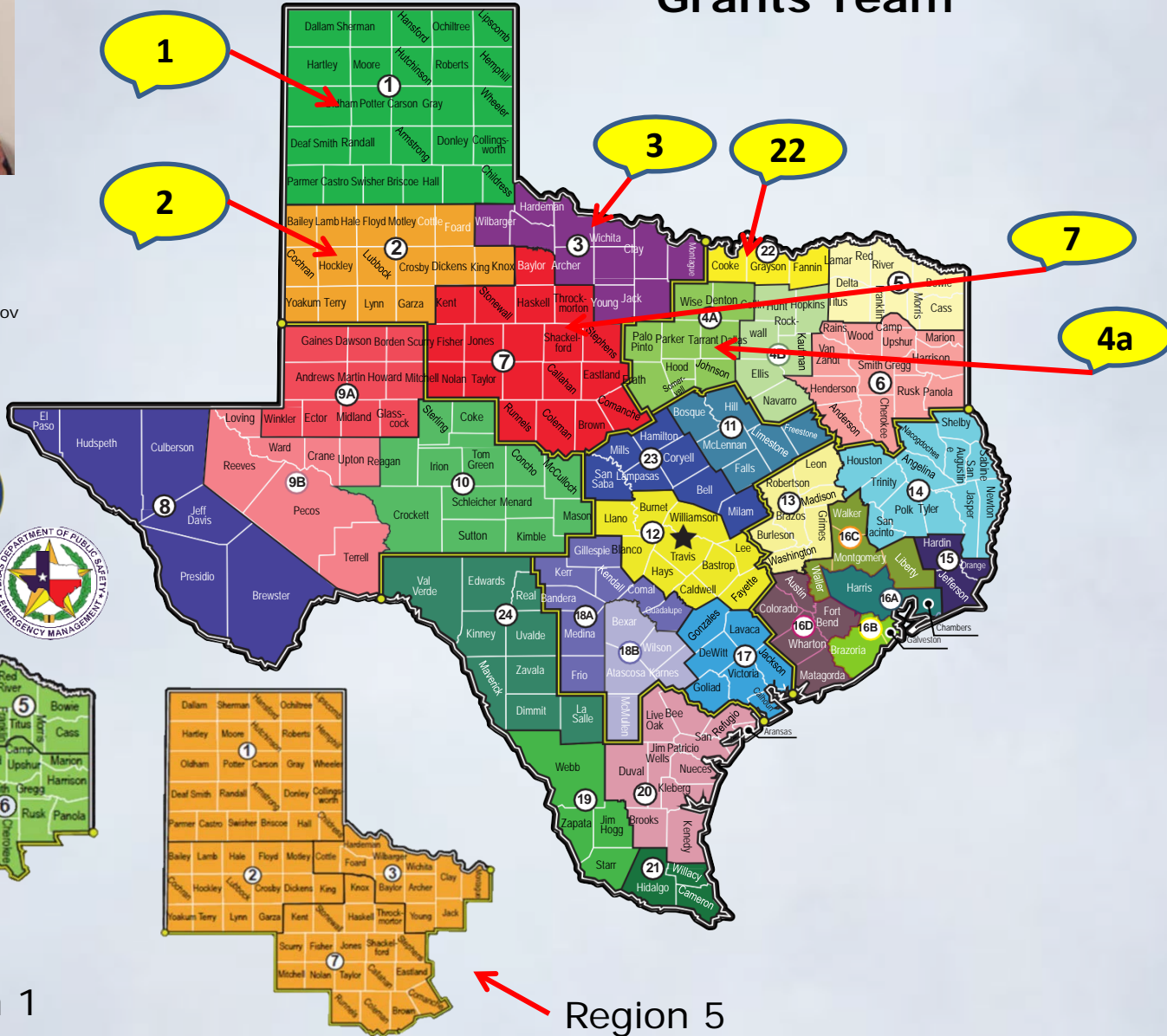
Texas State Mitigation Grants Team



Eileen Whitaker
 Region 1, 5
 DD 1,2,3,7,4a 22
 Work 512-424-2423
 Eileen.Whitaker@dps.texas.gov



Region 1



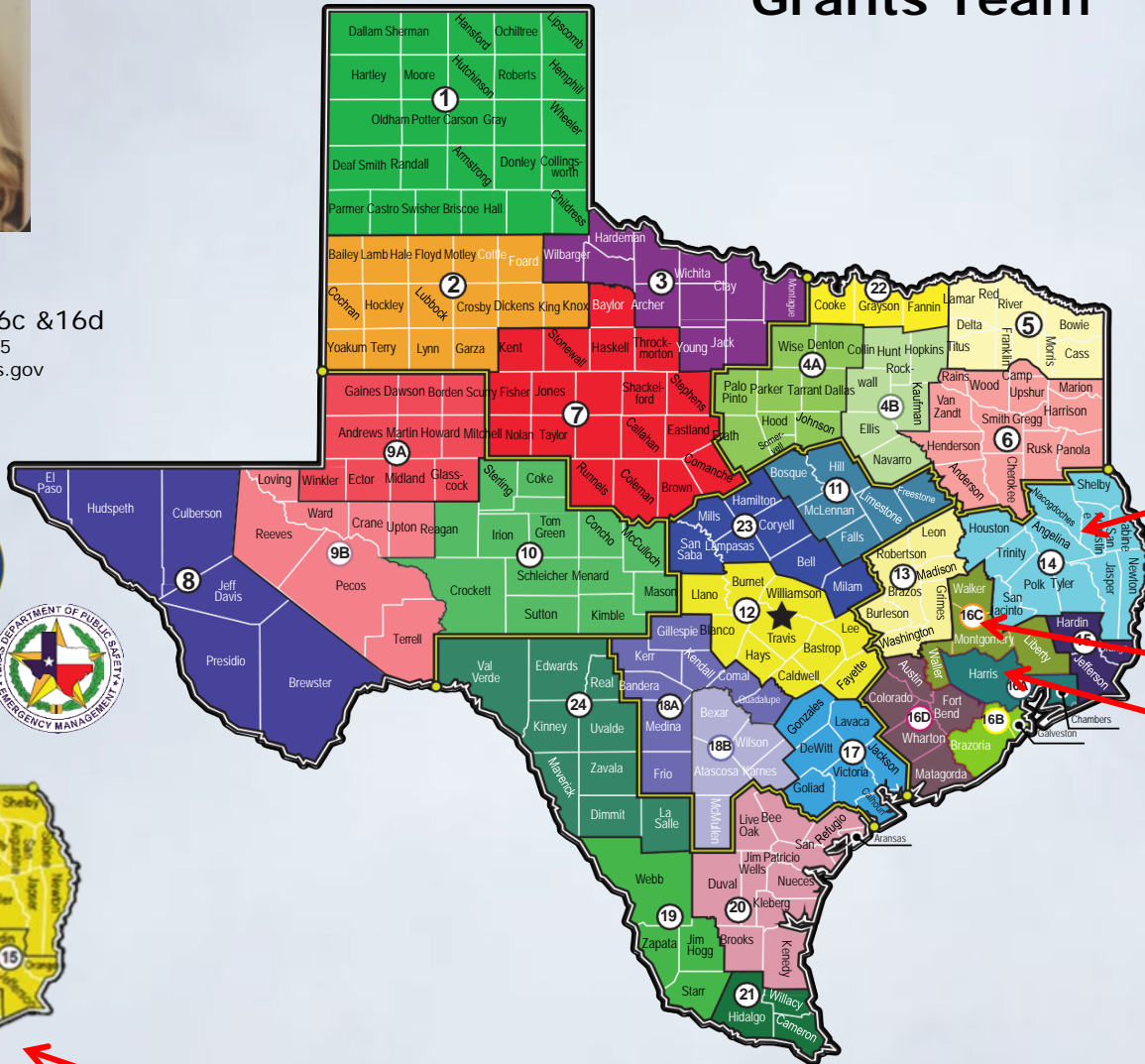
Region 5

Texas State Mitigation Grants Team



Kelly Brown
Region 2

DDs: 13,14,15,16a,16c &16d
Work 713-967-7015
Kelly.Brown@dps.texas.gov



14

16c

16a



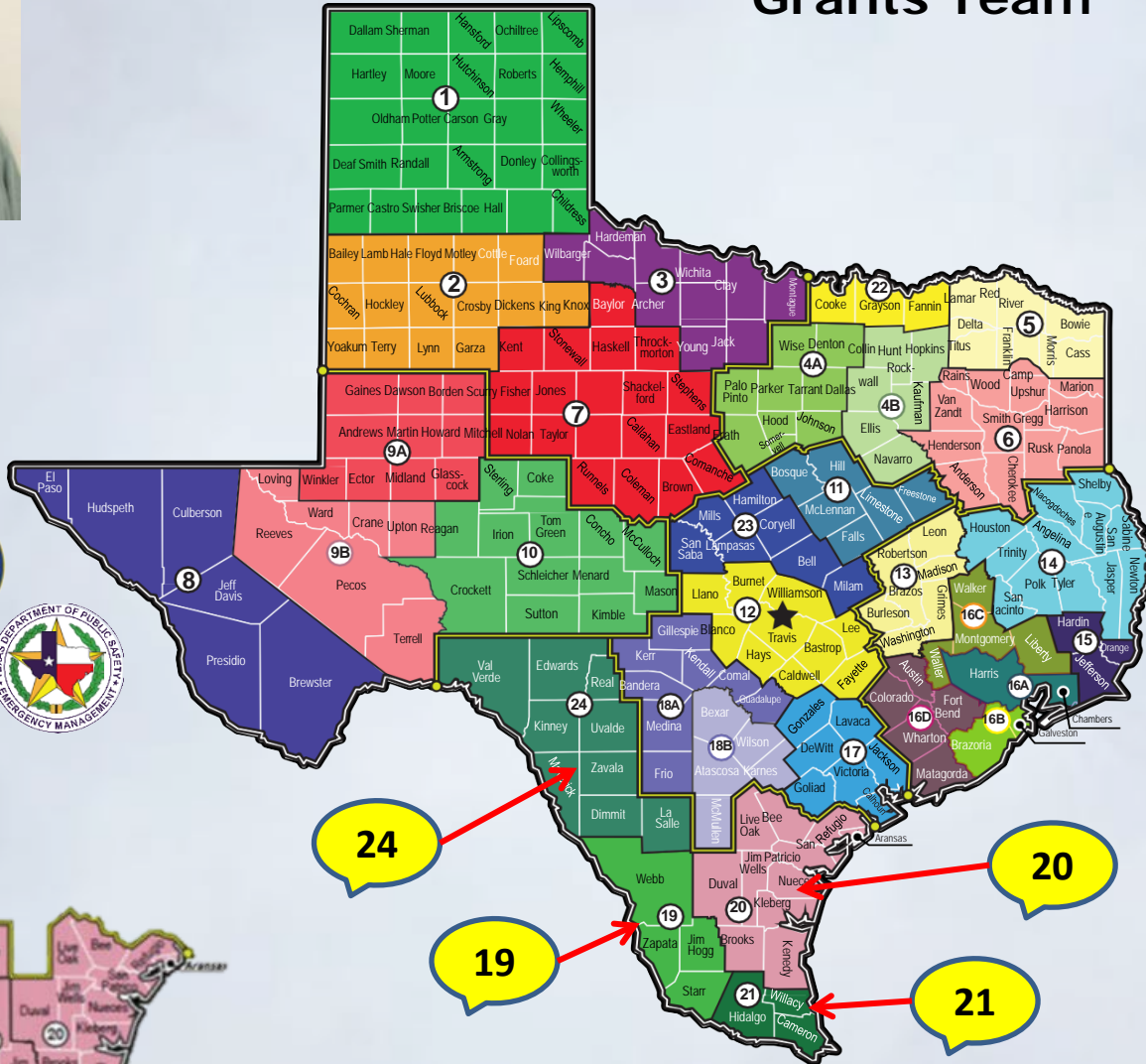
Region 2



Texas State Mitigation Grants Team

Patrick Kelley
Region 3

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Patrick.kelley@dps.texas.gov

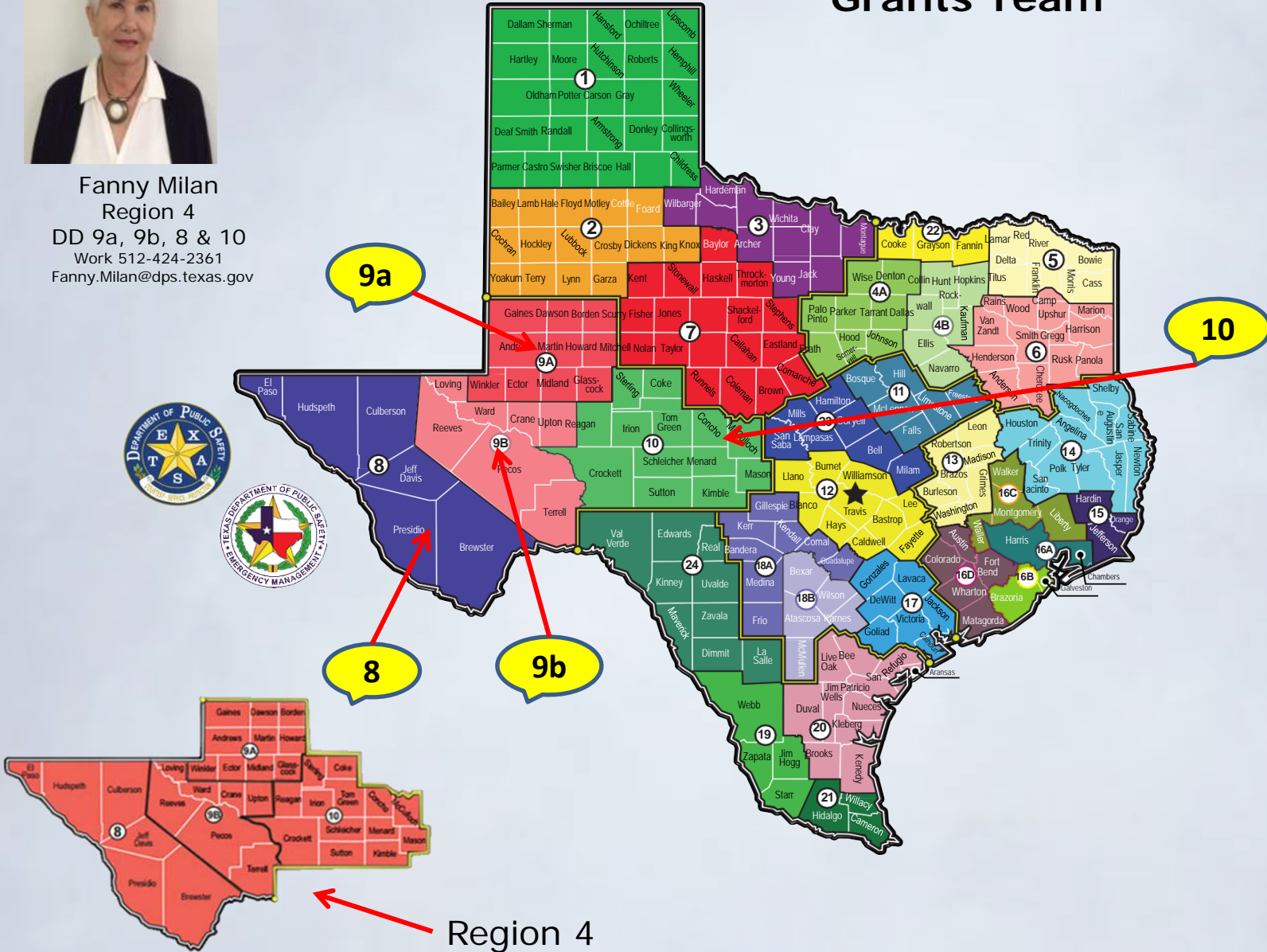


Region 3

Texas State Mitigation Grants Team



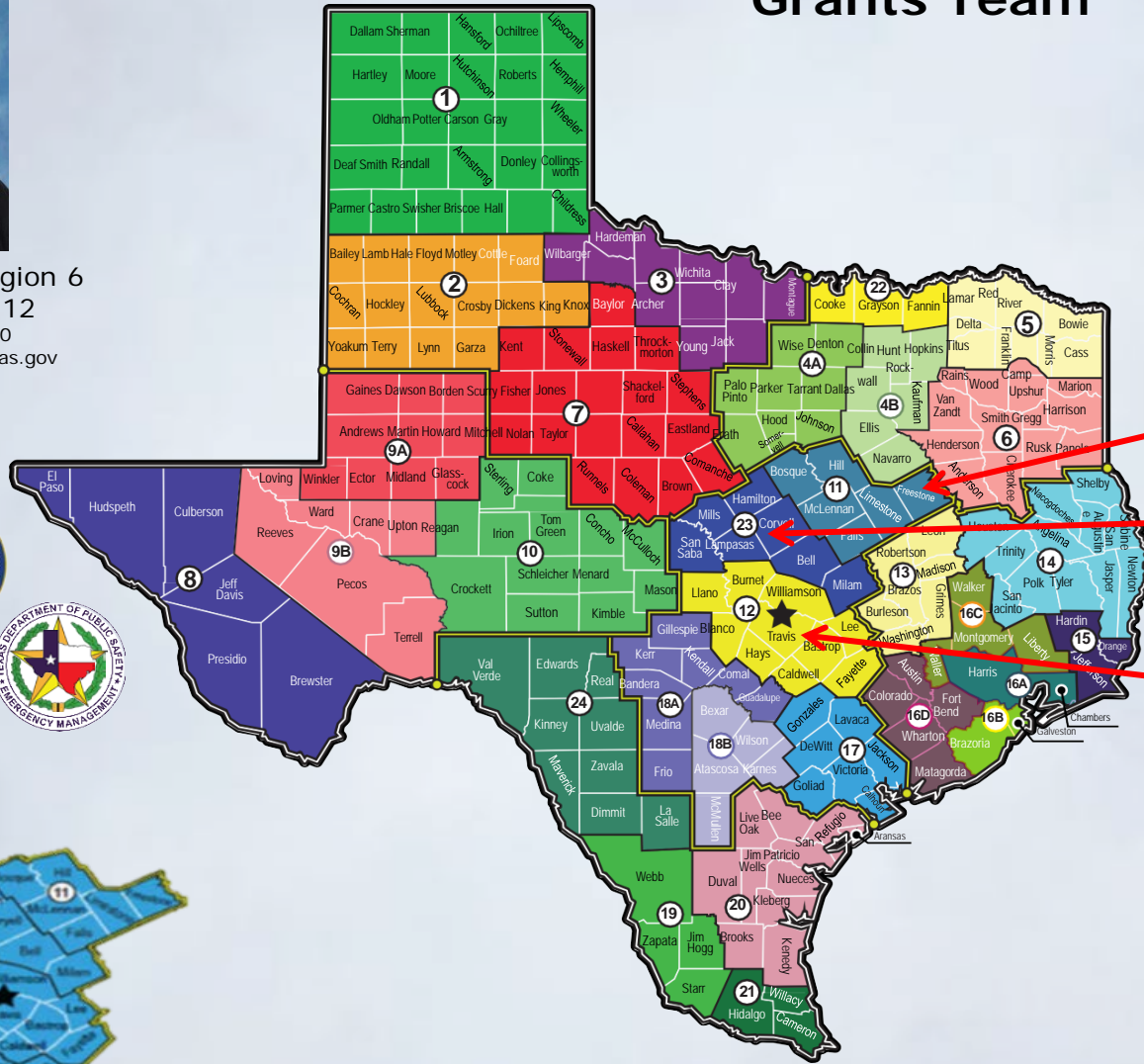
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Texas State Mitigation Grants Team



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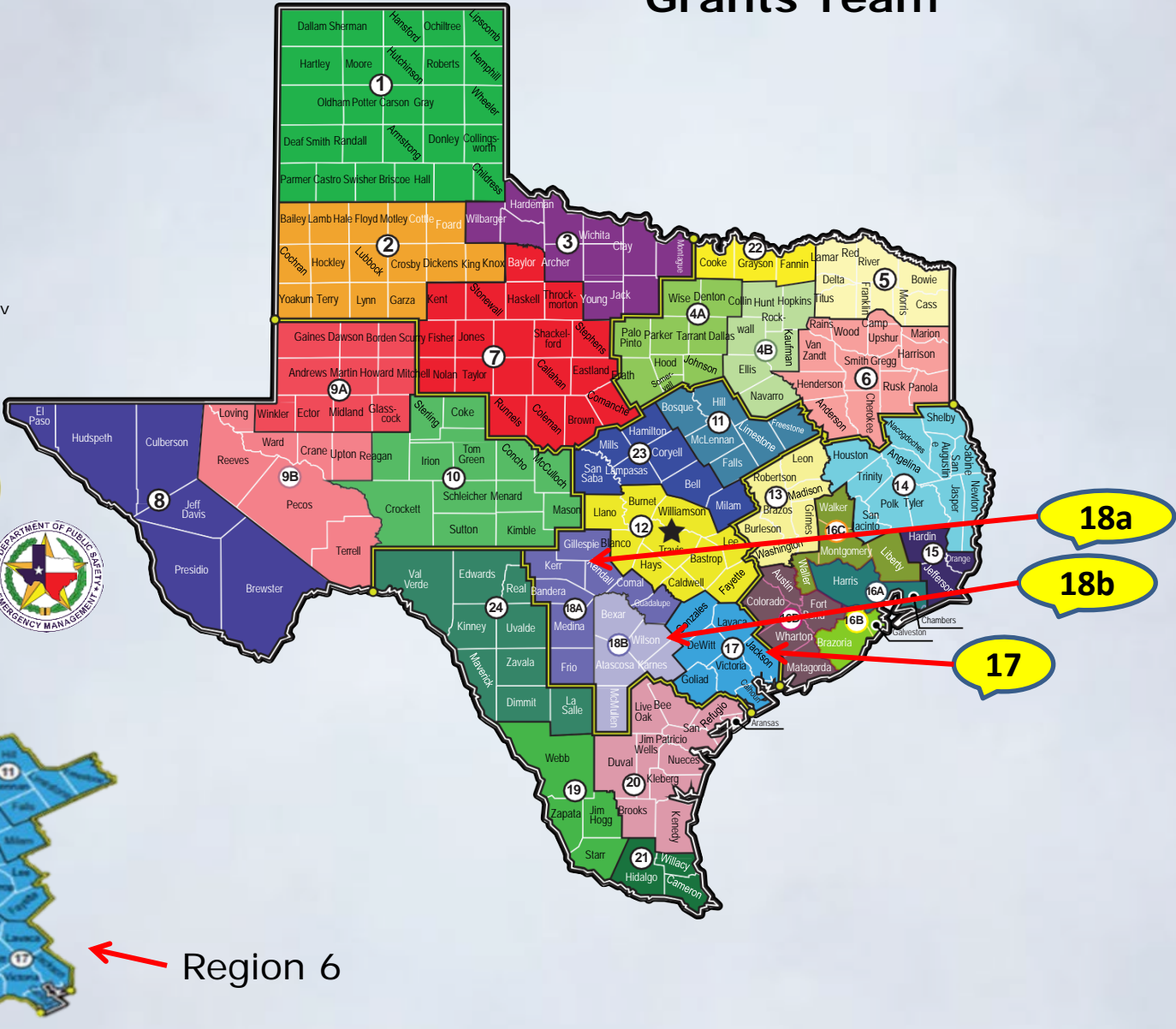


Region 6

Texas State Mitigation Grants Team



Terrell Kincaid
Region 6
DD 18A, 18B, 17
Work 512-437-4055
Terrell.Kincaid@dps.texas.gov



TDEM Hurricane Harvey Mitigation Web Page

<http://www.dps.texas.gov/dem/ThreatAwareness/hurricaneHarveyInfo.htm>



Texas Department of Public Safety

DIVISION OF EMERGENCY MANAGEMENT



FEMA

HMGP Application Assistance Helpline

1-512-810-8679

Mon. – Fri.

8:00 a.m. – 4:30 p.m.



Texas Department of Public Safety

DIVISION OF EMERGENCY MANAGEMENT

For Additional Information

TDEM-Mitigation@dps.texas.gov

512-377-0023

512-424-7820



Texas Department of Public Safety

DIVISION OF EMERGENCY MANAGEMENT

MEMORANDUM

To: Fort Bend County

From: Troy Dorman
Christy Williams
Jonathan Smith

CC: Kim Truong
Jenn Lenart

Date: 8/21/2018

Subject: Big Creek Expansion Project
BCA Results

1.0 INTRODUCTION

The Big Creek Expansion Project is located about five miles south of Rosenberg, Texas. This project proposes widening the creek from its intersection with FM 2977 to its confluence with Cottonwood Creek and Coon Creek. The excavation of this portion of the creek marks the last 18% (and furthest upstream) of the planned creek improvements in a multi-phase project. An initial screening of the benefits received in this project area indicate that the widening of the channel and addition of weirs will:

- Increase the channel's capacity to convey a 10-year frequency rainfall event as well as reduce its floodplain levels; and
- Reduce the probability of structural and roadway flooding within the watershed.

The analysts compared the estimated construction costs of this final phase of the Big Creek Expansion project (i.e., \$13,615,531) to the benefits anticipated from the modeled flood reductions. The BCA (Benefit Cost Analysis) indicated that the benefits received from the proposed final phase are not significant enough to obtain a Benefit Cost Ratio (BCR) that is greater than 1.0 – required to be eligible to receive FEMA Hazard Mitigation Grant Program funding. After testing multiple scenarios, the analysts concluded that the BCR would be a maximum of **0.09**. The analysis indicates that the likely cause for this low score is that previous phases of the project have already maximized ultimate benefits.

Section 2 of this memorandum addresses the BCA screening inputs. The final BCA inputs are summarized in Appendix A.

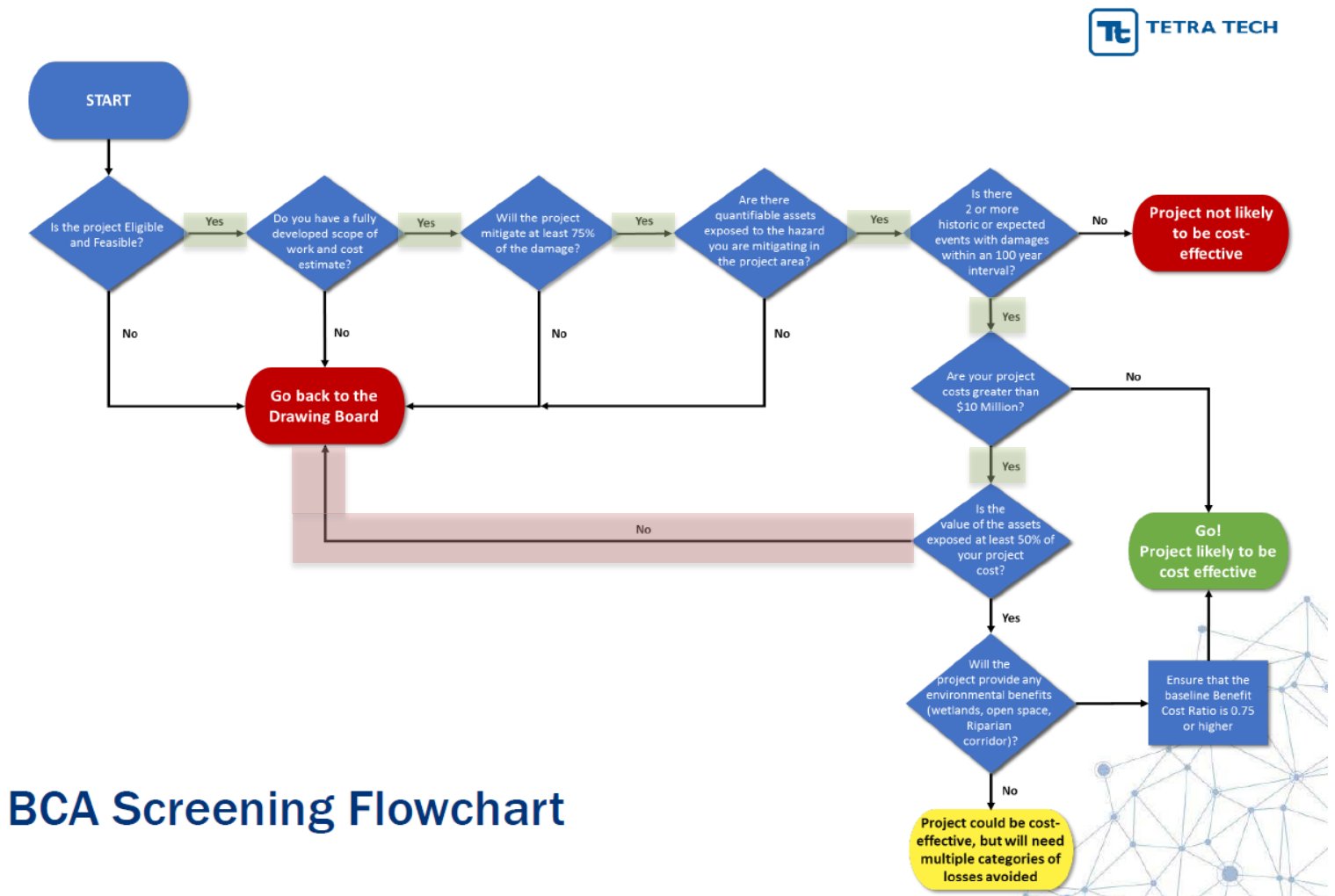
2.0 BCA SCREENING

Tetra Tech's Project Management Team developed a BCA Screening Flowchart as a tool to determine if a project is cost effective in the initial stages of project area assessments (Figure 1). This screening determines if a project should move forward into the technical analysis that is needed to calculate a benefit cost ratio (BCR). The initial screening for the Big Creek Expansion Project indicated the following:

- The project is eligible and feasible,
- There is a fully developed scope of work and cost estimate available for the project,
- The project will mitigate at least 75% of the damage,
- There are quantifiable assets exposed to the hazard that is being mitigated in the project area,
- There are 2 or more expected events with damages within a 100-year interval, and
- The project costs are greater than \$10 million.

However, the value of the assets exposed in the project area (i.e., all structures, agricultural losses, displacement costs, and road closure costs) **is not at least 50% of the project cost**.

Figure 1. BCA Screening Flowchart for Big Creek Expansion.



BCA Screening Flowchart

2.1 ADJUSTMENTS TO RI

The Tetra Tech team conducted an analysis of the return intervals determined by the HEC-RAS models developed by AECOM and Dodson & Associates. This analysis was done to ensure the return intervals of the modeled flows were being represented based on the best available data. Using USGS gage data and USGS flood frequency analysis program, Peak FQ, the team found that the modeled flows have a lower return interval than previously presented and have been mischaracterized. The analytical team made adjustments to the original RIs for the modeled events to reflect the findings of the analysis (Table 1). While this discovery did not change the overall outcome of the BCA screening, it was critical when determining the overall benefits calculated by FEMAs BCA tool (Attachment A). Lower RIs result in greater benefits due to a higher likelihood of damaging storms which could be eliminated by a proposed project.

Table 1. AECOM and Dodson & Associates modeled return intervals versus the USGS Peak FQ (flood-frequency) analysis of streamflow records.

Modeled RI (years)	Modeled Flow (cfs)	Peak FQ RI (years)
AECOM Cross Section 85570.08		
10	4,167	4.8
25	5,395	8.5
50	6,376	13.6
100	7,416	22.4
500	10,046	78.7

2.2 STRUCTURAL ASSETS

The key limitation that the Tetra Tech analysts identified in the structural damages is that there are more outbuilding structures affected within the project area than residential structures (Table 2). For example, in the 100-year floodplain, 25 residential structures are flooded pre-mitigation compared to 53 outbuilding structures. This affects the expected damages seen on the site because outbuildings have a smaller replacement cost compared to residential structures (i.e., \$199,732 vs \$2,183,818 respectively).

Table 2. Example of Total Damages to Residential Structures and Outbuildings Pre-Mitigation.

Return Interval	Total Damages to Residential Buildings Pre-Mitigation	Total Damages to Outbuildings Pre-Mitigation
4.8	\$550,962	\$39,511
8.5	\$879,756	\$85,476
13.6	\$1,348,070	\$143,152
22.4	\$2,183,818	\$199,732
78.7	\$5,343,751	\$423,319

With only structural assets, the BCR was calculated at **0.06**.

2.3 DISPLACEMENT COSTS

The Tetra Tech analysts also included residential displacement costs in the BCA. FEMA's BCA tool calculates the daily residential displacement costs per person according to the Federal per diem rates for lodging and meals (See Appendix A, Section 5.2). Since majority of the structures affected in the project area are outbuildings, and the Tetra Tech analysts assumed that each household contained the Census Bureau's average of 3.17 person per household, the displacement costs received in the project area for the adjusted 10-, 25-, 50-, 100-, and 500-year flood extents (see Table 1 for RI values) only brought the BCR to a value of 0.07.

2.4 AGRICULTURAL LOSSES

The Tetra Tech analysts were given estimated agricultural losses to get a better understanding of the potential losses for each flood extent. The estimations were based on historical production, commodity prices, and reported losses provided by a County Agent, John Gordy, who specializes in agriculture and natural resources. There is an estimated loss of \$300,000 worth of agricultural goods because of Hurricane Harvey and similar flood events (RI = 12.3). For smaller events (i.e., <10-year RI), estimated losses were \$50,000 for each incident "due to loss of forage/grazing and yield reduction due to delay and crop injury". Even when agricultural losses were assumed to be completely mitigated post-project, the BCR was brought to a value of 0.09.

2.5 ROAD CLOSURE COSTS

The Tetra Tech team considered road closures to improve the benefits seen in the Big Creek project area. According to the spatial analysis, Gerken Road experiences inundation in the project area. However, it was noted that the DEM provided for the analysis was outdated and did not include the additional lane added to Gerken Road that was identified during a Google Earth imagery assessment of the project area. Thus, the analysis could not include a true assessment of flooding on this road.

In addition, the Tetra Tech analysts looked at extending the benefitted project area where Highway 36, a major evacuation route, intersects Seabourne Creek (north of Highway 36's crossing of Big Creek). According to county staff, Seabourne Creek has overflowed in the past onto Highway 36 several times causing road closures. The Tetra Tech Analytical team implemented a model to evaluate the conditions of the road during flood events. The analysts found that under current conditions Highway 36 is not flooded by Seabourne Creek. Further, the Big Creek project has no impact on the water surface levels of Seabourne Creek because overall reductions in Big Creek are very small. Therefore, the team cannot add road closure information into the BCA to increase overall benefits from the Big Creek project.

3.0 CONCLUSION

The Tetra Tech team concluded that the final phase of Big Creek Expansion is not a cost-effective project under FEMA's BCA tool standards required for HMGP applications.

Appendix A. BCA Input

1.0 BCA DATA DOCUMENTATION

The analysis was performed by Jenn Lenart of Tetra Tech, Inc. under contract with Fort Bend County, TX. The damage frequency module of BCAR version 5.3.0 was utilized for this analysis. While there was data available to support the use of the full-data flood model, the sheer number of structures impacted by this project dictated use of the damage frequency module with data generated outside of BCAR version 5.3. This memorandum has been prepared to explain and document those BCAR data entries that require an explanation and citation of data source and act as a guide for the technical review of this benefit-cost analysis.

1.1 HAZARD AND MITIGATION DATA

The hazard type selected for this assessment was flood and the mitigation type selected was floodwater diversion and storage. The basis for the damages was expected damages.

1.2 COST ESTIMATION INFORMATION

The overall costs reflect current 2018 average low bids for the state of Texas. A breakdown of these prices has been provided by the project engineers.

1.2.1 Project Useful Life

The analyst utilized a project useful life of 35-years for this project. FEMA Guidance provides recommendations for major drainage systems and localized flood reduction projects at a range from 35 to 100 years for drainage improvement projects. Since there was not a project useful life suggested by the project engineers, the FEMA standard value of 35-years was chosen considering these suggestions and a lower bound analysis.

1.2.2 Mitigation Project Costs

A detailed project cost was developed and utilized during the BCA (Attachment B).

1.2.3 Annual Maintenance Cost

According to Fort Bend County and the Project Design Engineer, this project will require little or no post maintenance. However, to support the concept of a lower bound analysis, the analyst included a value of \$1,000/year under the assumption that county and city staff will need to monitor the project area periodically during high flow events to confirm the project's functionality. This \$1,000 was based on an estimate of 25 hours at \$40/hour.

2.0 TYPES OF SERVICES

The “not applicable” option was selected. The focus of this analysis was about reduction in flood inundation for residential structures in the project area.

3.0 EXPECTED DAMAGES BEFORE MITIGATION

3.1 STRUCTURE AND CONTENT DAMAGES

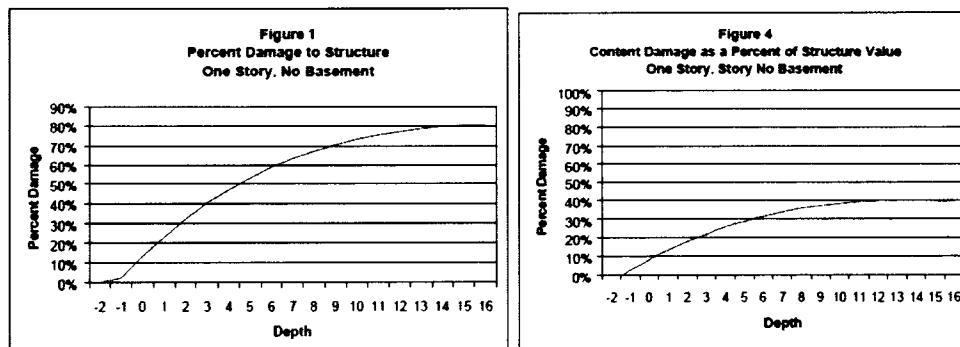
The analysis year selected for the BCA is 2018. A sensitivity analysis was used to determine the overall costs of expected damages for the Big Creek Expansion project area.

The first part of the analysis was to find the number of homes affected by the flood extents (i.e., 10-, 50-, 100-, and 500-year). This analysis was performed in ArcGIS using flood depth grids and the project area extent. The number of homes that fell within each flood extent was used to calculate costs for expected damages for structures and content accompanied with values derived from the U.S. Army Corps of Engineers flood damage depth-damage curve studies and the *2018 Home Builder's Costbook* (Figure 2). For this analysis, it has been assumed that all structures impacted have slab-on-grade foundations, with an average height of 8 inches above the highest adjacent grade. This is validated by the fact that slab-on-grade construction is the predominant foundation type in this portion of Texas. To determine the flood depth (FD) at each structure, the ground elevation (GE) plus the foundation elevation (FE) was subtracted from the water surface elevation (WSE) for each recurrence interval (RI). This is best reflected by the following formula:

$$FD = WSE - (GE + FE)$$

The ground elevation data was based on data acquired via Light Detection And Ranging (LIDAR) which was used to create a digital elevation model (DEM) with a resolution of 5 feet.

Figure 2. Structural and Content damage curves from the USACE Damage Function Analysis for residential structures, one story, no basement.



The analyst used the following equation for content and structural damages in this analysis:

Equation: [(cost per square foot of a home x regional multiplier) x square foot of home x number of homes inundated] x percent damage

3.2 DISPLACEMENT COSTS

In part two of this assessment, the analyst used displacement costs that occurred in this project area. These values were determined using FEMA’s Full-data Flood Module displacement depth damage function (Figure 3). Under FEMA’s BCA Flood Module, the current costs for federal lodging per diem is \$91 per person and the current costs for federal meals per diem is \$51.

Figure 3. Screen grab from FEMA’s BCA Flood Module to determine the trendline for displacement costs.

PROJECT: Full Data test, STRUCTURE: 401 Starview Dr, Danville
MITIGATION TYPE: Flood - Drainage Improvement

STRUCTURE BCR: 0.00

Save and Go Back Save and Continue

Residential Structure Information

Depth Damage Function Type *
 Default Library Custom

Select Depth Damage Function (DDF) *
 USACE Generic

Residential displacement
 Current federal lodging per diem* \$91
 Current federal meals per diem* \$51
 Population affected*
 Cost per person to eat meals at home \$7
 Displacement Cost \$ 0.00

Building Contents
 Default (100% BRV) \$ 375,000.00
 OR
 User-entered (\$) \$ 0.00

Loss of Rent
 Rent (\$/month) \$ 0.00

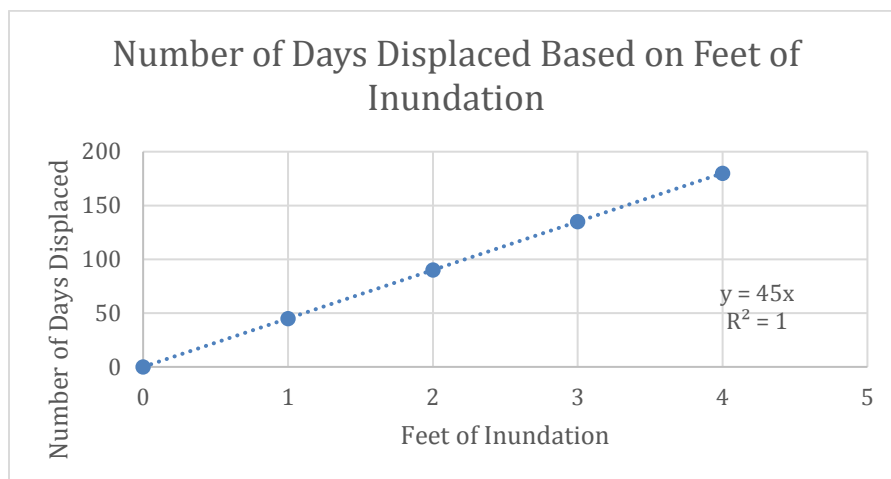
Utilities that are not elevated NFIP
 Utilities or other contents in the crawspace (if any) \$ 0.00

Depth Damage Functions *

Flood Depth (ft)	Before Mitigation (Days)	Before Mitigation (\$)	After Mitigation (Days)	After Mitigation (\$)
0.0	0.0	\$0	0.0	\$0
1.0	45.0	\$0	45.0	\$0
2.0	90.0	\$0	90.0	\$0
3.0	135.0	\$0	135.0	\$0
4.0	180.0	\$0	180.0	\$0

Using the flood depth curve, the analyst created a trendline that would determine the number of days pre-mitigation that residents would be displaced (Figure 4).

Figure 4. The trendline used to determine the number of days residents would be displaced during flood events depending on the feet of inundation for homes in the project area.



The depth of inundation as determined by the GIS analysis generated the number of days residents were displaced during a 10-, 50-, 100-, and 500-year flood event in the project area. The number of days displaced was multiplied against Fort Bend County’s average persons per household (i.e., 3.17) and cost

per household according to FEMA's flood module tool (i.e., $[\$91 + \$51] \times 2.86 = \$406.12$) by the number of structures inundated for a 10-, 50-, 100-, and 500-year flood event. This determined the cost of displacement for each respective flood extent pre-mitigation.

4.0 DAMAGES AFTER MITIGATION

4.1 STRUCTURE AND CONTENT DAMAGES

Using the same methodology as pre-project damages, post-project damages for structure and content was determined for the three scenarios during a 10-, 50-, 100-, and 500-year flood event (Attachment C). The GIS analysis indicated that there will be damages post-mitigation, but that overall damages in the project area will decrease because the number of homes inundated decrease in all four flood extents.

4.2 DISPLACEMENT COSTS

Using the same methodology as pre-project damages, post-project displacement costs was determined for the 10-, 50-, 100-, and 500-year flood events. The GIS analysis indicated that there will be displacement costs post-mitigation, but that overall displacement costs in the project area will decrease because the number of homes inundated, therefore the number of residents displaced, decrease in all four flood extents.

5.0 LOWER BOUND ANALYSIS

Reviewers of this memorandum should clearly understand that all facets of this analysis were performed following a lower-bound approach to benefit-cost analyses. A lower-bound approach is when an analyst purposely does not count eligible benefits in an analysis. The premise behind this approach is that if a project is determined to be cost effective following a lower-bound approach, you know the project is cost-effective and could likely absorb changes in costs or scope of the project. For this analysis, the following eligible benefits were not taken in to account:

- Potential impacts to businesses and industries that rely on road access.
- Potential damages associated with utility closures (i.e., WWTP).
- Potential damages to high value properties and businesses directly adjacent to the channels.
- Reported damages to WWTP and other government structures.
- The avoidance of emergency response costs.
- Road closures within the project area.
- Debris management costs.

6.0 RESULTS

The resulting aggregate BCR for this project is **0.09**.

ATTACHMENT A

Big Creek Channel Expansion Project Frequency Analysis



To: Fort Bend County

From: Troy Dorman, Peter Cada, Christy Williams, Jamie Childers, Ruben Martinez, Kim Truong, Jenn Lenart -- Tetra Tech

Date: Friday, July 27, 2018

Subject: Big Creek Channel Expansion Project – Frequency Analysis

The following memorandum discusses the frequency analysis performed on stream flows modeled by AECOM and Dodson & Associates using gage data from USGS gage 08115000 in Big Creek at Trinity Road and the USGS PeakFQ program.

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 2.2. Dodson & Associates.....5

3.0 CONCLUSION.....7

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Figure 2. Peak FQ fitted frequency curve of peak flow rates at USGS gage 081150003

Figure 3. Peak FQ flow duration curve for USGS gage 081150004

1.0 ANALYSIS INTRODUCTION

USGS gage 08115000 is located in Big Creek at Trinity Road in Needville, TX, which is represented in Figure 1 by a yellow arrow and falls within Phase 5 of the Big Creek Channel Improvement Project. Annual peak flow data were available for this gage from 1947 to 2018. This data was used in US Geological Survey (USGS) flood frequency analysis program, Peak FQ, to estimate flood magnitudes and their corresponding variance for a range of annual exceedance probabilities (AEP) (Figure 2 and Table 1). A flow duration curve for USGS gage 08115000 was developed from this data and used to analyze the flow rates determined in HEC-RAS models developed by AECOM and Dodson & Associates for Big Creek Channel Improvement post-project conditions (Figure 3).

For this site, Peak FQ determined a 10-, 50-, 100-, and 500-year flow return interval to be 5,459 cfs, 8,758 cfs, 10,380 cfs and 14,700 cfs respectively (Table 1).



Figure 1. Area of interest for frequency analysis along Big Creek

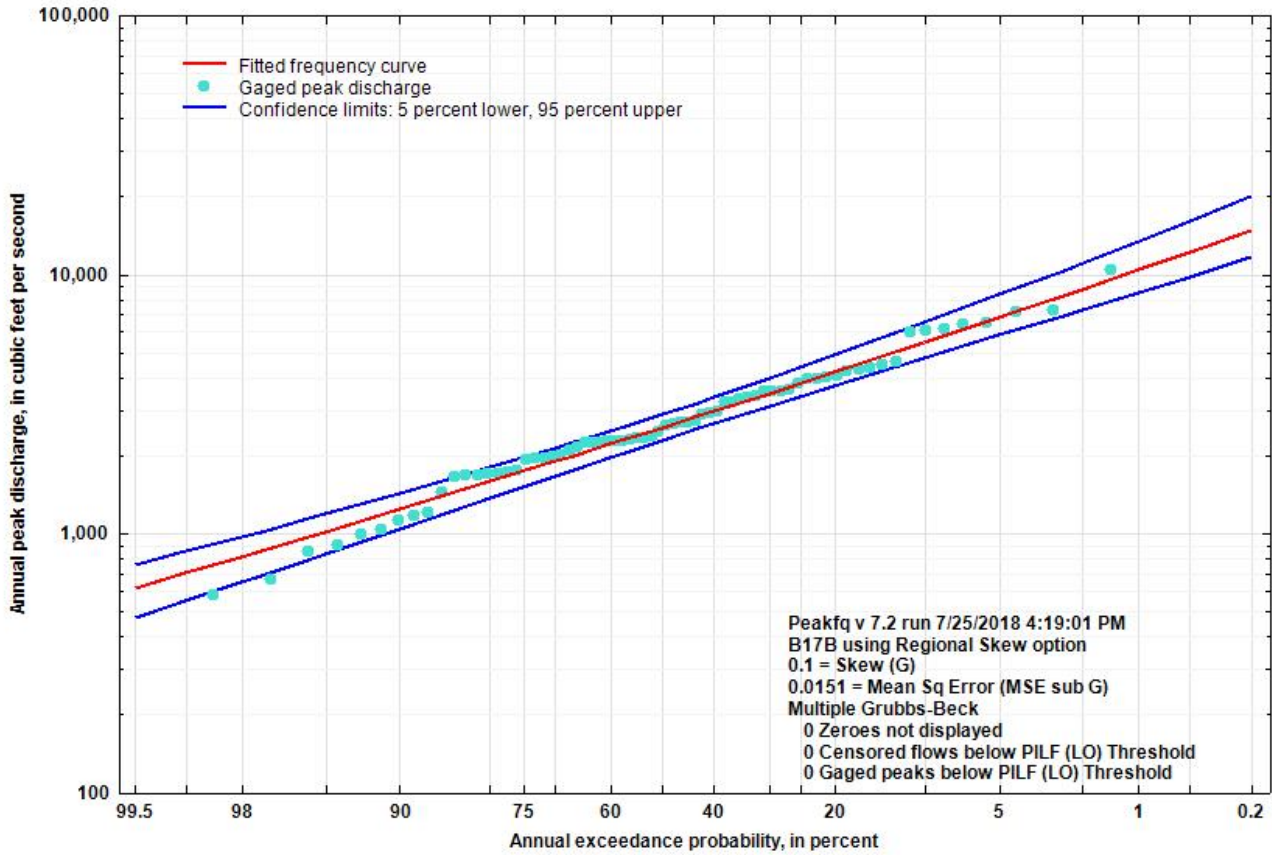


Figure 2. Peak FQ fitted frequency curve of peak flow rates at USGS gage 08115000

Table 1. Peak FQ estimated annual exceedance probability and return intervals for flow rates at USGS gage 08115000

Annual Exceedance Probability (AEP) (%)	Return Interval (RI) (years)	Flow (cfs)
99.5	1.01	612.3
99	1.01	699.3
98	1.02	809.7
97.5	1.03	851.9
96	1.04	954.6
95	1.05	1012
90	1.11	1236
80	1.25	1581
70	1.43	1892
66.7	1.50	1995
60	1.67	2209
57.0	1.75	2308

Annual Exceedance Probability (AEP) (%)	Return Interval (RI) (years)	Flow (cfs)
50	2.00	2557
42.9	2.33	2836
40	2.50	2963
30	3.33	3474
20	5	4193
10	10	5459
5	20	6809
4	25	7265
2.5	40	8264
2	50	8758
1	100	10380
0.5	200	12140
0.2	500	14700

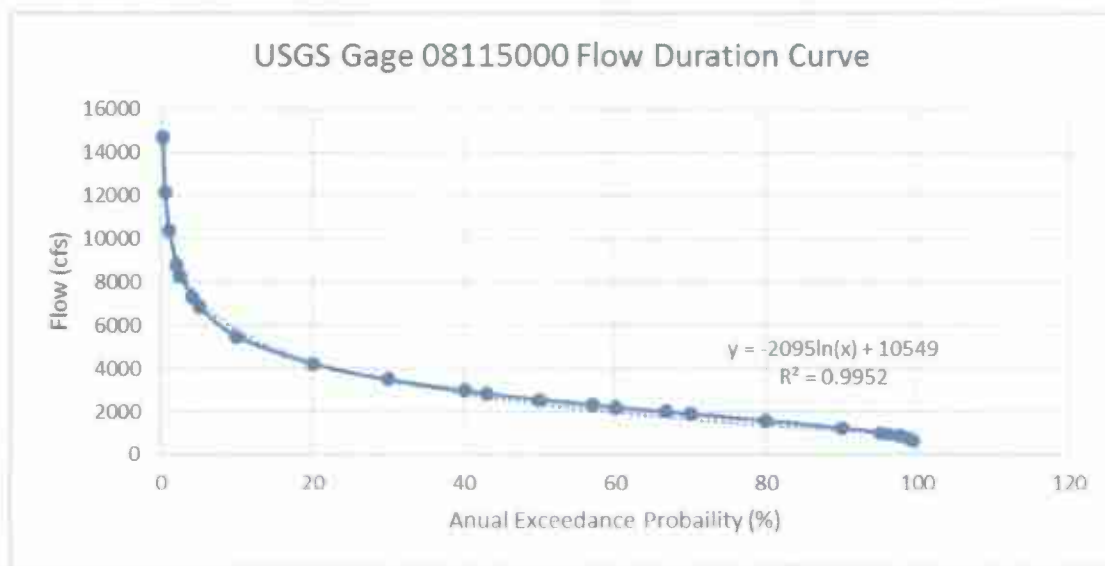


Figure 3. Peak FQ flow duration curve for USGS gage 08115000

2.0 ANALYSIS

2.1. AECOM

AECOM developed a US Army Corps of Engineer (USACE) hydrologic engineering center's river analysis system (HEC-RAS) model of Big Creek and the proposed Big Creek Channel Improvement project. Tetra Tech adjusted the model to include Phase 4 and Phase 5 channel improvements as noted in the Dodson & Associates 2003 Final Study. A steady flow analysis was run for the post-project conditions HEC-RAS model with the new channel

cross section geometries. Flow rates and return intervals were analyzed using the USGS gage 08115000 flow duration curve for model cross section 85570.08, which corresponds to the USGS gage location. Using Peak FQ data, AEP and return intervals (RI) for the AECOM modeled flows were calculated to be much more frequent than presented in the model (Table 2). A 10-year return interval flow of 4,167 cfs was determined to be closer to a 5-year return interval. Similarly by this analysis, a flow of 10,046 cfs, which was considered a 500-year event in the AECOM model, was calculated to be closer to an 80-year event.

Table 2. AECOM post-project peak flow return intervals

AECOM RI (years)	AECOM AEP (%)	AECOM Q Total (cfs)	Peak FQ AEP (%)	Peak FQ RI (years)
10	10	4,167	21.0	4.8
25	4	5,395	11.7	8.5
50	2	6,376	7.3	13.6
100	1	7,416	4.5	22.4
500	0.2	10,046	1.3	78.7

2.2. Dodson & Associates

In 2003 Dodson & Associates developed a similar HEC-RAS model for the Big Creek Channel Improvement Project and modeled post-project peak flow rates at multiple locations along Big Creek (Table 3). USGS gage 08115000 is located in between two of the modeled locations, Below Seabourne Creek Confluence and Below Unnamed Tributary #1 (Figure 1). The peak flow for both locations were analyzed using the Peak FQ flow duration curve. Calculated return intervals for the location below Seabourne Creek ranged from 2.4 years to 12.9 years for the same flow rates that were considered to be 5- and 100-year events in the Dodson & Associates model (Table 4). The 5-year and 100-year events at the location below Unnamed Tributary #1 were determined to be closer to 4- and 19-year events when compared to Peak FQ data for the same 3,540 cfs and 7,045 cfs flow rates, respectively (Table 5).

Table 3. Dodson & Associates post-project peak flow return intervals

TABLE 6: SUMMARY OF PROPOSED CONDITIONS PEAK FLOW RATES					
Location	Drainage Area (sq. mi.)	5-Year Peak Flow (cfs)	10-Year Peak Flow (cfs)	25-Year Peak Flow (cfs)	100-Year Peak Flow (cfs)
@ Cottonwood & Coon Creeks	32.58	2134	2826	3661	5107
Above Seabourne Creek Confluence	33.68	2180	2888	3721	5201
Below Seabourne Creek Confluence	43.34	2765	3559	4529	6265
Below Unnamed Tributary #1	48.80	3540	4417	5403	7045
Below Unnamed Tributary #2	53.73	4747	5848	6778	8479
Above Unnamed Tributary #3	55.19	4952	5632	6670	8097
Below Unnamed Tributary #3	58.79	5483	6157	7265	8739
Above Unnamed Tributary #4	59.90	5654	6399	7347	8806
Below Fairchilds Creek	100.17	8134	9974	11640	14296
Below Deer Creek	116.12	9235	11537	13704	17319
Above Unnamed Tributary #5	120.11	9271	11620	13820	17604
Below Unnamed Tributary #5	125.79	9650	12132	14493	18646
Above Rabbs Bayou	148.51	7384	12139	17511	20085
Below Rabbs Bayou	197.55	8086	13186	19052	22002
Below Big Creek Bypass Channel	197.55	4262	6056	8981	11029
At the Brazos River	213.77	4798	5388	6194	7342

Table 4. Dodson & Associates post-project peak flow return intervals (Below Seabourne Creek Confluence)

Dodson RI (years)	Dodson AEP (%)	Dodson Peak Flow (cfs)	Peak FQ AEP (%)	Peak FQ RI (years)
5	20	2,765	41.1	2.4
10	10	3,559	28.1	3.6
25	4	4,529	17.7	5.7
100	1	6,265	7.7	12.9

Table 5. Dodson & Associates post-project peak flow return intervals (Below Unnamed Tributary #1)

Dodson RI (years)	Dodson AEP (%)	Dodson Peak Flow (cfs)	Peak FQ AEP (%)	Peak FQ RI (years)
5	20	3,540	28.4	3.5
10	10	4,417	18.7	5.4
25	4	5,403	11.7	8.6
100	1	7,045	5.3	18.8

3.0 CONCLUSION

The 20 highest peak flow rates at USGS gage 08115000 were reviewed within the context of the Peak FQ flow duration curve and are presented in Table 6 from highest to lowest peak flow. It can be seen that in the last 60 years there have been 5 events greater than Hurricane Harvey, one of which occurred in May 2015 and is the second highest on record. Hurricane Harvey, which would be considered to have a return interval between a 25-50-year by the AECOM model, is likely closer to a 12-year event. Of the 20 highest peak flows experienced at this gage, three of the events occurred in the last three years and according to the analysis have return intervals from 4-years to 20-years.

Using historical USGS gage data and USGS frequency analysis program, Peak FQ, this analysis has found that previously modeled peak flow return intervals have been mischaracterized. In both AECOM and Dodson & Associates HEC-RAS models, return intervals were presented to be longer than what was determined using Peak FQ data. This means that a peak flow rate that was characterized to have a probability of occurring only 1 time in 100 years could be more likely to occur once every 22 years. In other words, the creek will reach higher peak flow rates more frequently and pose more risk than previously presented.

Table 6. Highest 20 peak flows from available data at USGS gage 08115000 (1947-2018)

Date	Gage Peak Flow (cfs)	Peak FQ AEP (%)	Peak FQ RI (years)
6/26/1960	10,400	1.1	93.1
5/26/2015	7,250	4.8	20.7
9/20/1979	7,140	5.1	19.6
11/11/1985	6,490	6.9	14.4
8/31/1981	6,420	7.2	13.9
8/27/2017	6,160	8.1	12.3
6/19/1961	6,050	8.6	11.7
10/18/1994	6,000	8.8	11.4
10/16/2006	4,600	17.1	5.8
10/15/1957	4,500	17.9	5.6
8/18/1983	4,380	19.0	5.3
4/18/2009	4,330	19.5	5.1
6/13/1973	4,220	20.5	4.9
11/18/2003	4,050	22.2	4.5
5/30/1975	4,000	22.8	4.4
5/13/1982	3,960	23.2	4.3
11/23/2004	3,940	23.4	4.3

4/18/2016	3,800	25.1	4.0
10/12/1970	3,600	27.6	3.6
10/25/1984	3,560	28.1	3.6

ATTACHMENT B

Project Costs

APPLICANT INFORMATION

(Please enter the name of the organization and project title as is appears on the application form)

Name of Organization: Fort Bend County

Project Title: Big Creek Improvement Project Phase 5

BUDGET SUMMARY

(THE INFORMATION BELOW IS AUTO-CALCULATED - PLEASE FILL IN EACH TAB AT THE BOTTOM)

Materials and Equipment Total	\$8,228,084.23
Labor Costs Total	\$14,101.15
Other Costs Total	\$5,373,345.64

Project Total	\$13,615,531.02
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Federal Percentage	75%
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Federal Amount	\$10,211,648.27
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Non-Federal (<i>local Match</i>) Percentage	25%
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Local Match Amount	\$3,403,882.76
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Beneficiary Information

2019 Low and Moderate Income Summary Data (LMISD): Applicable block groups

2019 LMISD: Applicable Census Defined Place – Village of Pleak

Race/Ethnicity/Gender Calculator Form

American Fact Finder DP05 Table

**2019 LMISD
Fort Bend County**

GEOID	geoname	Stusab	Countyname	State	County	Tract	Blckgrp	Low	Lowmod	Lowmoduniv	Lowmod_pct
15000US481576754001	Block Group 1, Census Tract 6754, Fort Bend County, Texas	TX	Fort Bend County	48	157	675400	1	1405	2530	3265	0.7749
15000US481576754002	Block Group 2, Census Tract 6754, Fort Bend County, Texas	TX	Fort Bend County	48	157	675400	2	975	1870	4205	0.4447
15000US481576755001	Block Group 1, Census Tract 6755, Fort Bend County, Texas	TX	Fort Bend County	48	157	675500	1	725	1025	9650	0.1062
15000US481576755002	Block Group 2, Census Tract 6755, Fort Bend County, Texas	TX	Fort Bend County	48	157	675500	2	1250	2020	4635	0.4358

2019 LMISD - Census Defined Places
Fort Bend County

geoname	Stusab	State	Place	low	lowmod	lowmoduniv	lowmod_pct
Pleak village, Texas	TX	48	58088	610	965	1,500	64.3%

TxCDBG RACE AND ETHNICITY / GENDER CALCULATOR

INSTRUCTIONS AND DATA SOURCE

Data Source: Most Recent ACS 5-year Est. - Table DP05

City Applicants: Enter city-wide data as reflected on Table DP05

County Applicants: Enter census tract data as reflected on Table DP05

APPLICANT: Fort Bend County (6754&6755)

Sex and Age	ENTER DP05 DATA HERE
Male:	16330
Female:	12345

One Race	
White:	17506
Black or African American:	3577
American Indian and Alaska Native:	3
Asian:	1212
Native Hawaiian and Other Pacific Islander:	4
Some Other Race:	1444
Two or more races:	923
-White and Black or African American:	291
-White and American Indian and Alaska Native:	101
-White and Asian:	53
-Black or African American and American Indian and Alaska Native:	50

Hispanic or Latino and Race	
Hispanic or Latino (of any race):	11075
Not Hispanic or Latino:	13534
-White alone:	8522
-Black or African American alone:	3517
-American Indian and Alaska Native alone:	0
-Asian alone:	1152
-Native Hawaiian and Other Pacific Islander alone:	4
-Some other race alone:	14
-Two or more races:	325

Enter Number of Project Beneficiaries: 24669

Gender of Project Beneficiaries	
Male	14049
Female	10620

Race and Ethnicity of Project Beneficiaries	Hispanic	Non-Hispanic
White	8984	8522
Black/African American	60	3517
American Indian/Alaska Native	3	0
Asian	60	1152
Native Hawaiian/Other Pacific Islander	0	4
Some Other Race	1430	14
White and Black/African American	190	101
White and American Indian/Alaska Native	65	36
White and Asian	34	19
Black/African American and American Indian/Alaska Native	32	18
Other multi racial	277	151
Total:	24669	

TxCDBG RACE AND ETHNICITY / GENDER CALCULATOR

INSTRUCTIONS AND DATA SOURCE

Data Source: Most Recent ACS 5-year Est. - Table DP05

City Applicants: Enter city-wide data as reflected on Table DP05

County Applicants: Enter census tract data as reflected on Table DP05

APPLICANT: Fort Bend County - Pleak

Sex and Age

ENTER DP05 DATA HERE

Male: 623

Female: 772

One Race

White: 1208

Black or African American: 67

American Indian and Alaska Native: 3

Asian: 23

Native Hawaiian and Other Pacific Islander: 4

Some Other Race: 50

Two or more races: 40

-White and Black or African American: 3

-White and American Indian and Alaska Native: 2

-White and Asian: 0

-Black or African American and American Indian and Alaska Native: 0

Hispanic or Latino and Race

Hispanic or Latino (of any race): 788

Not Hispanic or Latino: 607

-White alone: 510

-Black or African American alone: 67

-American Indian and Alaska Native alone: 0

-Asian alone: 23

-Native Hawaiian and Other Pacific Islander alone: 4

-Some other race alone: 0

-Two or more races: 3

Enter Number of Project Beneficiaries: 1395

Gender of Project Beneficiaries

Male 623

Female 772

Race and Ethnicity of Project Beneficiaries

Hispanic

Non-Hispanic

White 698 510

Black/African American 0 67

American Indian/Alaska Native 3 0

Asian 0 23

Native Hawaiian/Other Pacific Islander 0 4

Some Other Race 50 0

White and Black/African American 3 0

White and American Indian/Alaska Native 2 0

White and Asian 0 0

Black/African American and American Indian/Alaska Native 0 0

Other multi racial 32 3

Total: 1395



DP05

ACS DEMOGRAPHIC AND HOUSING ESTIMATES

2013-2017 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Subject	Census Tract 6754, Fort Bend County, Texas				Census Tract 6755, Fort Bend County, Texas			
	Estimate	Margin of Error	Percent	Percent Margin of Error	Estimate	Margin of Error	Percent	Percent Margin of Error
SEX AND AGE								
Total population	8,196	+/-875	8,196	(X)	16,473	+/-1,113	16,473	(X)
Male	4,006	+/-550	48.9%	+/-3.7	8,134	+/-695	49.4%	+/-2.6
Female	4,190	+/-514	51.1%	+/-3.7	8,339	+/-714	50.6%	+/-2.6
Sex ratio (males per 100 females)	95.6	+/-14.1	(X)	(X)	97.5	+/-10.3	(X)	(X)
Under 5 years	963	+/-289	11.7%	+/-3.0	1,350	+/-282	8.2%	+/-1.6
5 to 9 years	999	+/-268	12.2%	+/-2.7	941	+/-297	5.7%	+/-1.7
10 to 14 years	562	+/-156	6.9%	+/-1.6	1,636	+/-468	9.9%	+/-2.6
15 to 19 years	415	+/-211	5.1%	+/-2.3	1,238	+/-317	7.5%	+/-1.8
20 to 24 years	681	+/-261	8.3%	+/-3.1	1,121	+/-366	6.8%	+/-2.1
25 to 34 years	1,145	+/-313	14.0%	+/-3.2	2,531	+/-490	15.4%	+/-3.1
35 to 44 years	1,120	+/-231	13.7%	+/-2.8	2,544	+/-432	15.4%	+/-2.2
45 to 54 years	780	+/-214	9.5%	+/-2.8	2,275	+/-491	13.8%	+/-2.7
55 to 59 years	459	+/-140	5.6%	+/-1.8	845	+/-263	5.1%	+/-1.7
60 to 64 years	324	+/-120	4.0%	+/-1.5	841	+/-244	5.1%	+/-1.5
65 to 74 years	532	+/-159	6.5%	+/-2.1	794	+/-222	4.8%	+/-1.4
75 to 84 years	131	+/-79	1.6%	+/-1.0	301	+/-123	1.8%	+/-0.8
85 years and over	85	+/-64	1.0%	+/-0.8	56	+/-61	0.3%	+/-0.4
Median age (years)	30.8	+/-2.8	(X)	(X)	32.5	+/-1.2	(X)	(X)

Subject	Census Tract 6754, Fort Bend County, Texas				Census Tract 6755, Fort Bend County, Texas			
	Estimate	Margin of Error	Percent	Percent Margin of Error	Estimate	Margin of Error	Percent	Percent Margin of Error
Under 18 years	2,784	+/-569	34.0%	+/-4.2	4,693	+/-649	28.5%	+/-2.7
16 years and over	5,596	+/-518	68.3%	+/-3.7	12,321	+/-854	74.8%	+/-3.1
18 years and over	5,412	+/-462	66.0%	+/-4.2	11,780	+/-733	71.5%	+/-2.7
21 years and over	5,043	+/-397	61.5%	+/-4.6	10,904	+/-621	66.2%	+/-3.0
62 years and over	909	+/-186	11.1%	+/-2.5	1,491	+/-266	9.1%	+/-1.7
65 years and over	748	+/-146	9.1%	+/-2.0	1,151	+/-241	7.0%	+/-1.5
18 years and over	5,412	+/-462	5,412	(X)	11,780	+/-733	11,780	(X)
Male	2,547	+/-247	47.1%	+/-2.9	5,972	+/-461	50.7%	+/-2.2
Female	2,865	+/-312	52.9%	+/-2.9	5,808	+/-433	49.3%	+/-2.2
Sex ratio (males per 100 females)	88.9	+/-10.6	(X)	(X)	102.8	+/-8.9	(X)	(X)
65 years and over	748	+/-146	748	(X)	1,151	+/-241	1,151	(X)
Male	256	+/-79	34.2%	+/-9.1	571	+/-136	49.6%	+/-9.1
Female	492	+/-126	65.8%	+/-9.1	580	+/-178	50.4%	+/-9.1
Sex ratio (males per 100 females)	52.0	+/-21.3	(X)	(X)	98.4	+/-36.2	(X)	(X)
RACE								
Total population	8,196	+/-875	8,196	(X)	16,473	+/-1,113	16,473	(X)
One race	7,959	+/-888	97.1%	+/-1.9	15,787	+/-1,121	95.8%	+/-1.9
Two or more races	237	+/-149	2.9%	+/-1.9	686	+/-310	4.2%	+/-1.9
One race	7,959	+/-888	97.1%	+/-1.9	15,787	+/-1,121	95.8%	+/-1.9
White	6,731	+/-916	82.1%	+/-5.4	10,775	+/-1,315	65.4%	+/-6.2
Black or African American	629	+/-175	7.7%	+/-2.2	2,948	+/-434	17.9%	+/-2.7
American Indian and Alaska Native	0	+/-19	0.0%	+/-0.5	3	+/-6	0.0%	+/-0.1
Cherokee tribal grouping	0	+/-19	0.0%	+/-0.5	0	+/-21	0.0%	+/-0.2
Chippewa tribal grouping	0	+/-19	0.0%	+/-0.5	0	+/-21	0.0%	+/-0.2
Navajo tribal grouping	0	+/-19	0.0%	+/-0.5	0	+/-21	0.0%	+/-0.2
Sioux tribal grouping	0	+/-19	0.0%	+/-0.5	0	+/-21	0.0%	+/-0.2
Asian	143	+/-126	1.7%	+/-1.5	1,069	+/-735	6.5%	+/-4.4
Asian Indian	0	+/-19	0.0%	+/-0.5	460	+/-670	2.8%	+/-4.1
Chinese	91	+/-112	1.1%	+/-1.4	138	+/-221	0.8%	+/-1.3
Filipino	38	+/-60	0.5%	+/-0.7	130	+/-138	0.8%	+/-0.8
Japanese	0	+/-19	0.0%	+/-0.5	0	+/-21	0.0%	+/-0.2
Korean	0	+/-19	0.0%	+/-0.5	35	+/-47	0.2%	+/-0.3
Vietnamese	14	+/-23	0.2%	+/-0.3	20	+/-33	0.1%	+/-0.2
Other Asian	0	+/-19	0.0%	+/-0.5	286	+/-241	1.7%	+/-1.4
Native Hawaiian and Other Pacific Islander	4	+/-6	0.0%	+/-0.1	0	+/-21	0.0%	+/-0.2
Native Hawaiian	4	+/-6	0.0%	+/-0.1	0	+/-21	0.0%	+/-0.2
Guamanian or Chamorro	0	+/-19	0.0%	+/-0.5	0	+/-21	0.0%	+/-0.2
Samoa	0	+/-19	0.0%	+/-0.5	0	+/-21	0.0%	+/-0.2
Other Pacific Islander	0	+/-19	0.0%	+/-0.5	0	+/-21	0.0%	+/-0.2

Subject	Census Tract 6754, Fort Bend County, Texas				Census Tract 6755, Fort Bend County, Texas			
	Estimate	Margin of Error	Percent	Percent Margin of Error	Estimate	Margin of Error	Percent	Percent Margin of Error
Some other race	452	+/-438	5.5%	+/-5.3	992	+/-636	6.0%	+/-3.9
Two or more races	237	+/-149	2.9%	+/-1.9	686	+/-310	4.2%	+/-1.9
White and Black or African American	36	+/-33	0.4%	+/-0.4	255	+/-241	1.5%	+/-1.4
White and American Indian and Alaska Native	27	+/-42	0.3%	+/-0.5	74	+/-74	0.4%	+/-0.4
White and Asian	0	+/-19	0.0%	+/-0.5	53	+/-87	0.3%	+/-0.5
Black or African American and American Indian and Alaska Native	0	+/-19	0.0%	+/-0.5	50	+/-77	0.3%	+/-0.5
Race alone or in combination with one or more other races								
Total population	8,196	+/-875	8,196	(X)	16,473	+/-1,113	16,473	(X)
White	6,932	+/-913	84.6%	+/-5.4	11,307	+/-1,363	68.6%	+/-6.3
Black or African American	725	+/-204	8.8%	+/-2.6	3,298	+/-490	20.0%	+/-2.9
American Indian and Alaska Native	67	+/-74	0.8%	+/-0.9	127	+/-106	0.8%	+/-0.6
Asian	218	+/-129	2.7%	+/-1.6	1,214	+/-746	7.4%	+/-4.5
Native Hawaiian and Other Pacific Islander	44	+/-66	0.5%	+/-0.8	60	+/-75	0.4%	+/-0.5
Some other race	546	+/-437	6.7%	+/-5.3	1,155	+/-633	7.0%	+/-3.9
HISPANIC OR LATINO AND RACE								
Total population	8,196	+/-875	8,196	(X)	16,473	+/-1,113	16,473	(X)
Hispanic or Latino (of any race)	4,948	+/-866	60.4%	+/-6.0	6,187	+/-1,100	37.6%	+/-5.8
Mexican	4,571	+/-887	55.8%	+/-7.5	5,317	+/-1,130	32.3%	+/-6.1
Puerto Rican	272	+/-409	3.3%	+/-4.9	27	+/-32	0.2%	+/-0.2
Cuban	0	+/-19	0.0%	+/-0.5	20	+/-33	0.1%	+/-0.2
Other Hispanic or Latino	105	+/-83	1.3%	+/-1.0	823	+/-375	5.0%	+/-2.3
Not Hispanic or Latino	3,248	+/-448	39.6%	+/-6.0	10,286	+/-1,073	62.4%	+/-5.8
White alone	2,440	+/-419	29.8%	+/-5.2	6,082	+/-951	36.9%	+/-5.4
Black or African American alone	629	+/-175	7.7%	+/-2.2	2,888	+/-433	17.5%	+/-2.7
American Indian and Alaska Native alone	0	+/-19	0.0%	+/-0.5	0	+/-21	0.0%	+/-0.2
Asian alone	105	+/-113	1.3%	+/-1.4	1,047	+/-732	6.4%	+/-4.4
Native Hawaiian and Other Pacific Islander alone	4	+/-6	0.0%	+/-0.1	0	+/-21	0.0%	+/-0.2
Some other race alone	0	+/-19	0.0%	+/-0.5	14	+/-27	0.1%	+/-0.2
Two or more races	70	+/-74	0.9%	+/-0.9	255	+/-157	1.5%	+/-1.0
Two races including Some other race	0	+/-19	0.0%	+/-0.5	13	+/-24	0.1%	+/-0.1
Two races excluding Some other race, and Three or more races	70	+/-74	0.9%	+/-0.9	242	+/-158	1.5%	+/-1.0
Total housing units								
Total housing units	2,661	+/-136	(X)	(X)	5,747	+/-185	(X)	(X)
CITIZEN, VOTING AGE POPULATION								
Citizen, 18 and over population	4,420	+/-454	4,420	(X)	10,744	+/-838	10,744	(X)
Male	2,005	+/-253	45.4%	+/-4.2	5,393	+/-568	50.2%	+/-2.8
Female	2,415	+/-332	54.6%	+/-4.2	5,351	+/-455	49.8%	+/-2.8

Data are based on a sample and are subject to sampling variability. The degree of uncertainty for an estimate arising from sampling variability is represented through the use of a margin of error. The value shown here is the 90 percent margin of error. The margin of error can be interpreted roughly as providing a 90 percent probability that the interval defined by the estimate minus the margin of error and the estimate plus the margin of error (the lower and upper confidence bounds) contains the true value. In addition to sampling variability, the ACS estimates are subject to nonsampling error (for a discussion of nonsampling variability, see Accuracy of the Data). The effect of nonsampling error is

not represented in these tables.

For more information on understanding race and Hispanic origin data, please see the Census 2010 Brief entitled, *Overview of Race and Hispanic Origin: 2010*, issued March 2011. (pdf format)

While the 2013-2017 American Community Survey (ACS) data generally reflect the February 2013 Office of Management and Budget (OMB) definitions of metropolitan and micropolitan statistical areas; in certain instances the names, codes, and boundaries of the principal cities shown in ACS tables may differ from the OMB definitions due to differences in the effective dates of the geographic entities.

Estimates of urban and rural populations, housing units, and characteristics reflect boundaries of urban areas defined based on Census 2010 data. As a result, data for urban and rural areas from the ACS do not necessarily reflect the results of ongoing urbanization.

Source: U.S. Census Bureau, 2013-2017 American Community Survey 5-Year Estimates

Explanation of Symbols:

1. An '***' entry in the margin of error column indicates that either no sample observations or too few sample observations were available to compute a standard error and thus the margin of error. A statistical test is not appropriate.
2. An '-' entry in the estimate column indicates that either no sample observations or too few sample observations were available to compute an estimate, or a ratio of medians cannot be calculated because one or both of the median estimates falls in the lowest interval or upper interval of an open-ended distribution.
3. An 'L' following a median estimate means the median falls in the lowest interval of an open-ended distribution.
4. An 'U' following a median estimate means the median falls in the upper interval of an open-ended distribution.
5. An '****' entry in the margin of error column indicates that the median falls in the lowest interval or upper interval of an open-ended distribution. A statistical test is not appropriate.
6. An '*****' entry in the margin of error column indicates that the estimate is controlled. A statistical test for sampling variability is not appropriate.
7. An 'N' entry in the estimate and margin of error columns indicates that data for this geographic area cannot be displayed because the number of sample cases is too small.
8. An '(X)' means that the estimate is not applicable or not available.



DP05

ACS DEMOGRAPHIC AND HOUSING ESTIMATES

2013-2017 American Community Survey 5-Year Estimates

Supporting documentation on code lists, subject definitions, data accuracy, and statistical testing can be found on the American Community Survey website in the Technical Documentation section.

Sample size and data quality measures (including coverage rates, allocation rates, and response rates) can be found on the American Community Survey website in the Methodology section.

Although the American Community Survey (ACS) produces population, demographic and housing unit estimates, it is the Census Bureau's Population Estimates Program that produces and disseminates the official estimates of the population for the nation, states, counties, cities, and towns and estimates of housing units for states and counties.

Subject	Pleak village, Texas			
	Estimate	Margin of Error	Percent	Percent Margin of Error
SEX AND AGE				
Total population	1,395	+/-410	1,395	(X)
Male	623	+/-166	44.7%	+/-6.5
Female	772	+/-275	55.3%	+/-6.5
Sex ratio (males per 100 females)	80.7	+/-22.5	(X)	(X)
Under 5 years	212	+/-171	15.2%	+/-9.1
5 to 9 years	52	+/-33	3.7%	+/-2.3
10 to 14 years	93	+/-54	6.7%	+/-3.3
15 to 19 years	55	+/-33	3.9%	+/-2.2
20 to 24 years	141	+/-93	10.1%	+/-4.5
25 to 34 years	175	+/-82	12.5%	+/-4.9
35 to 44 years	128	+/-63	9.2%	+/-4.7
45 to 54 years	172	+/-76	12.3%	+/-5.1
55 to 59 years	104	+/-62	7.5%	+/-3.5
60 to 64 years	62	+/-30	4.4%	+/-2.3
65 to 74 years	126	+/-47	9.0%	+/-4.1
75 to 84 years	64	+/-41	4.6%	+/-3.2
85 years and over	11	+/-15	0.8%	+/-1.1
Median age (years)	32.3	+/-8.9	(X)	(X)
Under 18 years	404	+/-198	29.0%	+/-7.2
16 years and over	1,028	+/-248	73.7%	+/-7.7
18 years and over	991	+/-237	71.0%	+/-7.2
21 years and over	927	+/-210	66.5%	+/-10.1
62 years and over	244	+/-81	17.5%	+/-7.2
65 years and over	201	+/-76	14.4%	+/-6.6
18 years and over	991	+/-237	991	(X)
Male	455	+/-107	45.9%	+/-6.8
Female	536	+/-163	54.1%	+/-6.8
Sex ratio (males per 100 females)	84.9	+/-25.0	(X)	(X)

Subject	Pleak village, Texas			
	Estimate	Margin of Error	Percent	Percent Margin of Error
65 years and over	201	+/-76	201	(X)
Male	107	+/-47	53.2%	+/-9.1
Female	94	+/-37	46.8%	+/-9.1
Sex ratio (males per 100 females)	113.8	+/-44.4	(X)	(X)
RACE				
Total population	1,395	+/-410	1,395	(X)
One race	1,355	+/-403	97.1%	+/-2.7
Two or more races	40	+/-40	2.9%	+/-2.7
One race	1,355	+/-403	97.1%	+/-2.7
White	1,208	+/-375	86.6%	+/-6.9
Black or African American	67	+/-77	4.8%	+/-5.3
American Indian and Alaska Native	3	+/-6	0.2%	+/-0.4
Cherokee tribal grouping	0	+/-13	0.0%	+/-2.8
Chippewa tribal grouping	0	+/-13	0.0%	+/-2.8
Navajo tribal grouping	0	+/-13	0.0%	+/-2.8
Sioux tribal grouping	0	+/-13	0.0%	+/-2.8
Asian	23	+/-35	1.6%	+/-2.4
Asian Indian	0	+/-13	0.0%	+/-2.8
Chinese	23	+/-35	1.6%	+/-2.4
Filipino	0	+/-13	0.0%	+/-2.8
Japanese	0	+/-13	0.0%	+/-2.8
Korean	0	+/-13	0.0%	+/-2.8
Vietnamese	0	+/-13	0.0%	+/-2.8
Other Asian	0	+/-13	0.0%	+/-2.8
Native Hawaiian and Other Pacific Islander	4	+/-6	0.3%	+/-0.4
Native Hawaiian	4	+/-6	0.3%	+/-0.4
Guamanian or Chamorro	0	+/-13	0.0%	+/-2.8
Samoan	0	+/-13	0.0%	+/-2.8
Other Pacific Islander	0	+/-13	0.0%	+/-2.8
Some other race	50	+/-51	3.6%	+/-3.5
Two or more races	40	+/-40	2.9%	+/-2.7
White and Black or African American	3	+/-6	0.2%	+/-0.4
White and American Indian and Alaska Native	2	+/-4	0.1%	+/-0.3
White and Asian	0	+/-13	0.0%	+/-2.8
Black or African American and American Indian and Alaska Native	0	+/-13	0.0%	+/-2.8
Race alone or in combination with one or more other races				
Total population	1,395	+/-410	1,395	(X)
White	1,236	+/-382	88.6%	+/-6.9
Black or African American	82	+/-81	5.9%	+/-5.6
American Indian and Alaska Native	5	+/-7	0.4%	+/-0.5
Asian	23	+/-35	1.6%	+/-2.4
Native Hawaiian and Other Pacific Islander	16	+/-21	1.1%	+/-1.5
Some other race	73	+/-62	5.2%	+/-4.2
HISPANIC OR LATINO AND RACE				
Total population	1,395	+/-410	1,395	(X)
Hispanic or Latino (of any race)	788	+/-345	56.5%	+/-11.9
Mexican	714	+/-335	51.2%	+/-12.5
Puerto Rican	7	+/-13	0.5%	+/-0.9
Cuban	0	+/-13	0.0%	+/-2.8
Other Hispanic or Latino	67	+/-49	4.8%	+/-3.4
Not Hispanic or Latino	607	+/-172	43.5%	+/-11.9
White alone	510	+/-144	36.6%	+/-11.0
Black or African American alone	67	+/-77	4.8%	+/-5.3
American Indian and Alaska Native alone	0	+/-13	0.0%	+/-2.8

Subject	Pleak village, Texas			
	Estimate	Margin of Error	Percent	Percent Margin of Error
Asian alone	23	+/-35	1.6%	+/-2.4
Native Hawaiian and Other Pacific Islander alone	4	+/-6	0.3%	+/-0.4
Some other race alone	0	+/-13	0.0%	+/-2.8
Two or more races	3	+/-6	0.2%	+/-0.4
Two races including Some other race	0	+/-13	0.0%	+/-2.8
Two races excluding Some other race, and Three or more races	3	+/-6	0.2%	+/-0.4
Total housing units	500	+/-112	(X)	(X)
CITIZEN, VOTING AGE POPULATION				
Citizen, 18 and over population	918	+/-221	918	(X)
Male	423	+/-102	46.1%	+/-7.5
Female	495	+/-155	53.9%	+/-7.5

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8. An '(X)' means that the estimate is not applicable or not available.

Documentation of Hurricane Harvey Related Damage

The following section includes qualitative documentation of Hurricane Harvey impacts along Big Creek and the Village of Pleak. This includes:

Fort Bend County's Disaster Declaration for Hurricane Harvey

USGS Big Creek at Highway 36 gauge readings for during Hurricane Harvey



DECLARING A LOCAL STATE OF DISASTER

WHEREAS, the County of Fort Bend County on the 24th day of August, 2017 has suffered widespread or severe damage, injury, or loss of life or property (or there is imminent threat of same) resulting from Tropical Storm (Hurricane) Harvey and;

WHEREAS, the judge of the County of Fort Bend County has determined that extraordinary measures must be taken to alleviate the suffering of people and to protect or rehabilitate property;

NOW, THEREFORE, BE IT PROCLAIMED BY THE COUNTY JUDGE OF FORT BEND COUNTY:

1. That a state of disaster is declared for the County of Fort Bend.
2. That the County's Emergency Management Plan has been implemented.
3. That this state of disaster shall continue for a period of not more than seven days of the date hereof, unless the same is continued by consent of the Commissioners Court of the County of Fort Bend County, Texas.
4. That this proclamation shall take effect immediately from and after its issuance.

ORDERED this the 24th day of August, 2017

County Judge

RETURNED AT COUNTER TO:
FBLOEM/Kelley Large
307 Fort Street
Richmond TX 77469

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Laura Richard, County Clerk
Fort Bend County, Texas

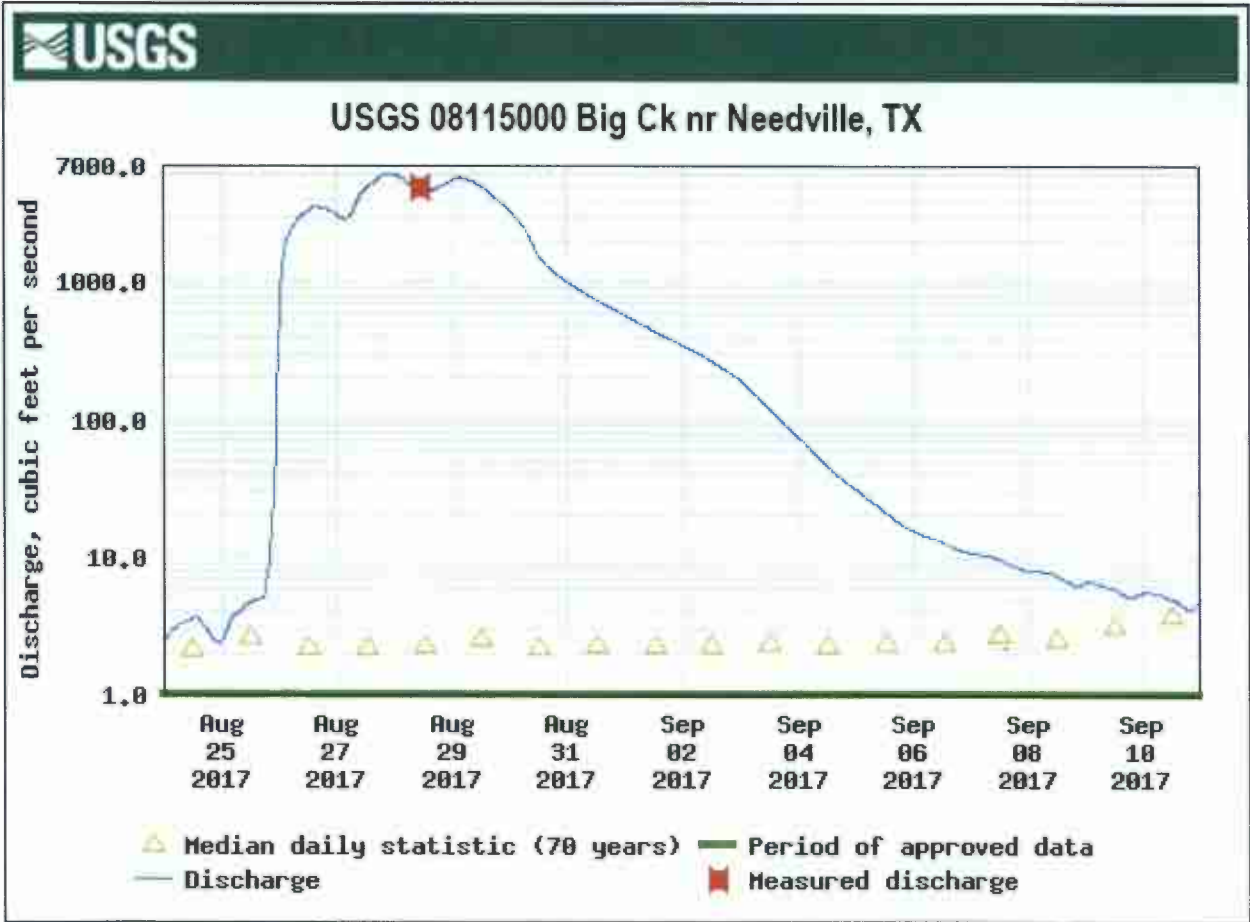
August 24, 2017 11:55:13 AM

FEE: \$0.00 RR1
MISC

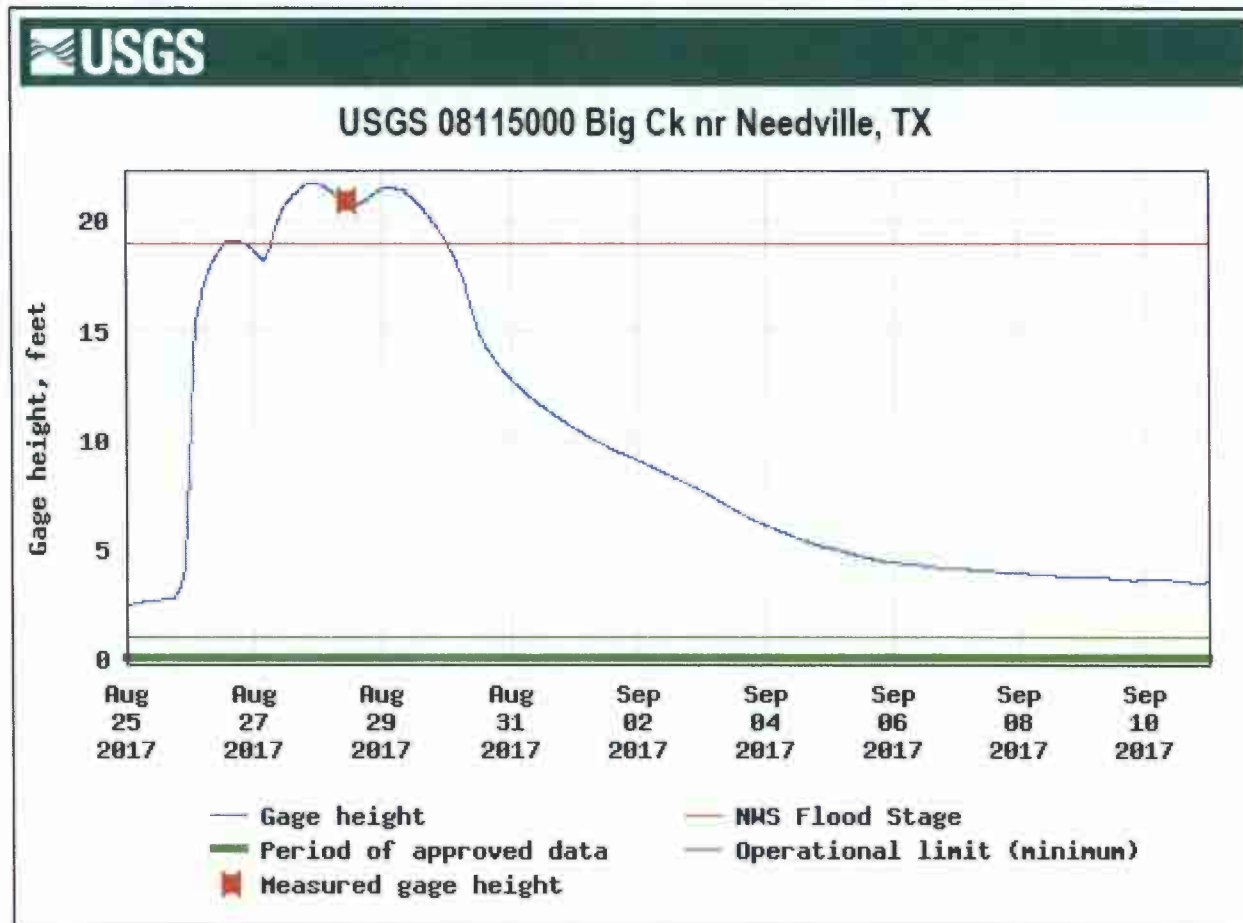
2017095124



Big Creek Gauge on Hwy 36 (near Needville, TX) Hurricane Harvey – Water Flows/Discharge (cubic feet per second)



Big Creek Gauge on Hwy 36 (near Needville, TX) Hurricane Harvey – Gauge Height (feet)





U.S. Department of Housing and Urban
Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR 58.34(a) and 58.35(b)**

Project Information

Project Name: 2017-CDBG-DR-Infrastructure-Project-Administration

HEROS Number: 900000010086175

State / Local Identifier:

Project Location: 301 Jackson St, Richmond, TX 77469

Additional Location Information:

N/A

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

The proposed project is general administration of the CDBG-DR Infrastructure Program.

Level of Environmental Review Determination

Activity / Project is Exempt per 24 CFR 58.34(a):

58.34(a)(3)

Funding Information

Grant Number	HUD Program	Program Name
TBD	Community Planning and Development (CPD)	Community Development Block Grants (Disaster Recovery Assistance)

Estimated Total HUD Funded Amount: \$261,217.00

Estimated Total Project Cost [24 CFR 58.2 (a) (5)]: \$261,217.00

Mitigation Measures and Conditions [CFR 1505.2(c)]:

Summarized below are all mitigation measures adopted by the Responsible Entity to reduce, avoid or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure or Condition	Comments on Completed Measures	Complete
---------------------------	---------------------------------	--------------------------------	----------

Preparer Signature: Marilynn Kindell Date: May 2, 2019

Name / Title/ Organization: Marilynn Kindell / / FORT BEND COUNTY

Responsible Entity Agency Official Signature: Marilynn Kindell Date: May 2, 2019

Name/ Title: Marilynn Kindell, CD Director

This original, signed document and related supporting material must be retained on file by the Responsible Entity in an Environment Review Record (ERR) for the activity / project (ref: 24 CFR Part 58.38) and in accordance with recordkeeping requirements for the HUD program(s).

U.S. Department of Housing and Urban
Development
451 Seventh Street, SW
Washington, DC 20410
www.hud.gov
espanol.hud.gov

**Environmental Review
for Activity/Project that is Exempt or
Categorically Excluded Not Subject to Section 58.5
Pursuant to 24 CFR 58.34(a) and 58.35(b)**

Project Information

Project Name: 2017-CDBG-DR-Infrastructure-Project-Administration

HEROS Number: 900000010086175

Responsible Entity (RE): FORT BEND COUNTY, PO Box 1202 Richmond TX, 77406

State / Local Identifier:

RE Preparer: Marilyn Kindell

Grant Recipient (if different than Responsible Entity):

Point of Contact:

Consultant (if applicable):

Point of Contact:

Project Location: 301 Jackson St, Richmond, TX 77469

Additional Location Information:

N/A

Description of the Proposed Project [24 CFR 50.12 & 58.32; 40 CFR 1508.25]:

The proposed project is general administration of the CDBG-DR Infrastructure Program.

Level of Environmental Review Determination

Activity / Project is Exempt per 24 CFR 58.34(a):

58.34(a)(3)

Signature Page

CDBG-DR Infrastructure Signature Page.pdf

Funding Information

Grant / Project Identification Number	HUD Program	Program Name
TBD	Community Planning and Development (CPD)	Community Development Block Grants (Disaster Recovery Assistance)

Estimated Total HUD Funded, Assisted or Insured Amount: \$261,217.00

Estimated Total Project Cost [24 CFR 58.2 (a) (5)]: \$261,217.00

Compliance with 24 CFR §50.4 & §58.6 Laws and Authorities

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §50.4 & §58.6	Are formal compliance steps or mitigation required?	Compliance determination (See Appendix A for source determinations)
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §50.4 & § 58.6		
Airport Runway Clear Zones and Clear Zones 24 CFR part 51	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Based on the project description the project includes no activities that would require further evaluation under this section. The project is in compliance with Airport Runway Clear Zone requirements.
Coastal Barrier Resources Act Coastal Barrier Resources Act, as amended by the Coastal Barrier Improvement Act of 1990 [16 USC 3501]	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	This project is not located in a CBRS Unit. Therefore, this project has no potential to impact a CBRS Unit and is in compliance with the Coastal Barrier Resources Act.
Flood Insurance Flood Disaster Protection Act of 1973 and National Flood Insurance Reform Act of 1994 [42 USC 4001-4128 and 42 USC 5154a]	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Based on the project description the project includes no activities that would require further evaluation under this section. The project does not require flood insurance or is excepted from flood insurance. While flood insurance may not be mandatory in this instance, HUD recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). The project is in compliance with Flood Insurance

Compliance Factors: Statutes, Executive Orders, and Regulations listed at 24 CFR §50.4 & §58.6	Are formal compliance steps or mitigation required?	Compliance determination (See Appendix A for source determinations)
STATUTES, EXECUTIVE ORDERS, AND REGULATIONS LISTED AT 24 CFR §50.4 & § 58.6		
		requirements.

Mitigation Measures and Conditions [CFR 40 1505.2(c)]: Summarized below are all mitigation measures adopted by the Responsible Entity to reduce, avoid or eliminate adverse environmental impacts and to avoid non-compliance or non-conformance with the above-listed authorities and factors. These measures/conditions must be incorporated into project contracts, development agreements and other relevant documents. The staff responsible for implementing and monitoring mitigation measures should be clearly identified in the mitigation plan.

Law, Authority, or Factor	Mitigation Measure or Condition	Comments on Completed Measures	Complete
---------------------------	---------------------------------	--------------------------------	----------

Mitigation Plan

Supporting documentation on completed measures

APPENDIX A: Related Federal Laws and Authorities

Airport Runway Clear Zones

General policy	Legislation	Regulation
It is HUD's policy to apply standards to prevent incompatible development around civil airports and military airfields.		24 CFR Part 51 Subpart D

1. Does the project involve the sale or acquisition of developed property?

No

Based on the response, the review is in compliance with this section.

Yes

Compliance Determination

Based on the project description the project includes no activities that would require further evaluation under this section. The project is in compliance with Airport Runway Clear Zone requirements.

Supporting documentation

Are formal compliance steps or mitigation required?

Yes
 No

Coastal Barrier Resources

General requirements	Legislation	Regulation
HUD financial assistance may not be used for most activities in units of the Coastal Barrier Resources System (CBRS). See 16 USC 3504 for limitations on federal expenditures affecting the CBRS.	Coastal Barrier Resources Act (CBRA) of 1982, as amended by the Coastal Barrier Improvement Act of 1990 (16 USC 3501)	

1. Is the project located in a CBRS Unit?

No

Document and upload map and documentation below.

Yes

Screen Summary

Compliance Determination

This project is not located in a CBRS Unit. Therefore, this project has no potential to impact a CBRS Unit and is in compliance with the Coastal Barrier Resources Act.

Supporting documentation

Are formal compliance steps or mitigation required?

Yes
 No

Flood Insurance

General requirements	Legislation	Regulation
Certain types of federal financial assistance may not be used in floodplains unless the community participates in National Flood Insurance Program and flood insurance is both obtained and maintained.	Flood Disaster Protection Act of 1973 as amended (42 USC 4001-4128)	24 CFR 50.4(b)(1) and 24 CFR 58.6(a) and (b); 24 CFR 55.1(b).

1. Does this project involve financial assistance for construction, rehabilitation, or acquisition of a mobile home, building, or insurable personal property?

- No. This project does not require flood insurance or is excepted from flood insurance.

Based on the response, the review is in compliance with this section.

Yes

Screen Summary

Compliance Determination

Based on the project description the project includes no activities that would require further evaluation under this section. The project does not require flood insurance or is excepted from flood insurance. While flood insurance may not be mandatory in this instance, HUD recommends that all insurable structures maintain flood insurance under the National Flood Insurance Program (NFIP). The project is in compliance with Flood Insurance requirements.

Supporting documentation

Are formal compliance steps or mitigation required?

- Yes
 No

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

Key Staff Listing

Administration

Marilynn Kindell – Director
Fort Bend County Community Development Department
Phone: 281-341-4410
Marilynn.Kindell@fortbendcountytexas.gov

Carol Borrego – Planner
Fort Bend County Community Development Department
Phone: 281-341-4410
Carol.Borrego@fortbendcountytexas.gov

Project Delivery

Jeff Janecek – First Assistance to Chief Engineer
Fort Bend County Drainage District
Phone: 281-342-2863
Jeffrey.Janecek@fortbendcountytexas.gov

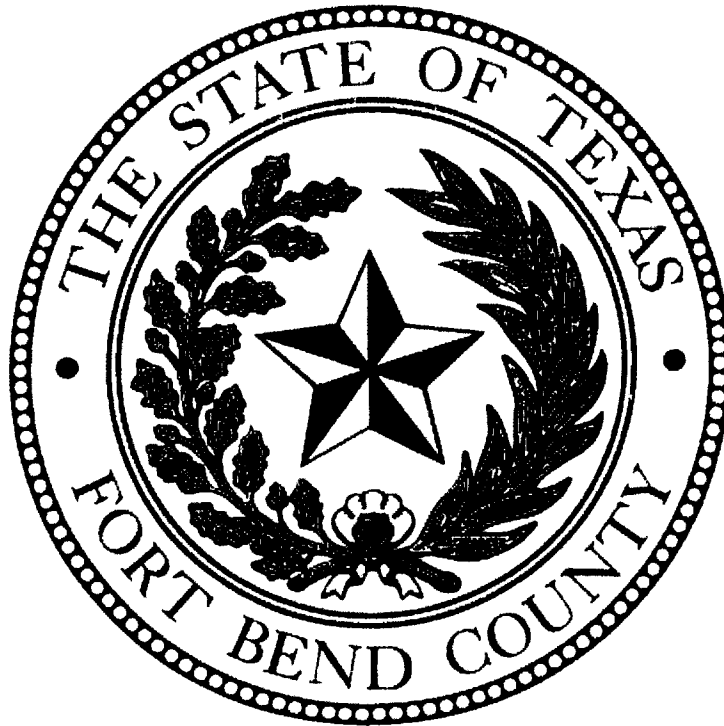
Mark Vogler – Chief Engineer
Fort Bend County Drainage District
Phone: 281-342-2863
Mark.Vogler@fortbendcountytexas.gov

Adam Wright – Project Coordinator
Fort Bend County Drainage District
Phone: 281-342-2863
adam.wright@fortbendcountytexas.gov

Ed Sturdivant – County Auditor
Fort Bend County Auditor's Office
Phone: 281-341-3760
Ed.Sturdivant@fortbendcountytexas.gov

Debbie Kaminski – Purchasing Agent
Fort Bend County Purchasing Department
Phone: 281-341-8643
Debbie.Kaminski@fortbendcountytexas.gov

***FORT BEND COUNTY
PURCHASING DEPARTMENT***



***PURCHASING
MANUAL***

Approved Commissioners Court: 27 SEPTEMBER 2011
Amended Commissioners Court: 02 June 2015–Effective 01 August 2015
Amended Commissioners Court: 28 July 2015 – Effective 01 August 2015
Amended Commissioners Court: 26 July 2016 – Effective 01 August 2016
Amended Commissioners Court: 28 March 2017 – Effective 01 April 2017
Amended Commissioners Court: 12 December 2017 – Effective 01 January 2018
Amended Commissioners Court: 07 August 2018 – Effective 08 August 2018
Amended Commissioners Court: 05 March 2019 – Effective 05 March 2019

FORT BEND COUNTY, TEXAS

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

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

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

Internal Control over Financial Reporting

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

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

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

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

Compliance and Other Matters

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

Purpose of this Report

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

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

Houston, Texas
March 31, 2018

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

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

Report on Compliance for Each Major Federal Program

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

Management's Responsibility

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

Auditor's Responsibility

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

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

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

Opinion on Each Major Federal Program

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

Report on Internal Control over Compliance

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

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

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

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

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

Report on Schedule of Expenditures of Federal Awards

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

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

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

Houston, Texas
March 31, 2018

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

I. Summary of Auditors' Results

Financial Statements

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

Federal Awards

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

Identification of major programs:

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

Federal Transit Cluster:	
Section 5309 Urban Discretionary Transit	20.500
Section 5307 Urban Public Transportation	20.507
Homeland Security Grant Program	97.067

Dollar Threshold Considered Between Type A and Type B Federal Programs \$750,000

Auditee qualified as low-risk auditee? Yes

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

II. Financial Statement Findings

None noted

III. Federal Award Findings and Questioned Costs

None noted

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

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

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

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

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

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

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

Note 1 - Basis of Presentation

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

Note 2 - Summary of Significant Accounting Policies

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

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

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

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

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

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

I. Prior Audit Findings

None reported

FORT BEND COUNTY, TEXAS

CORRECTIVE ACTION PLAN

For The Year Ended September 30, 2017

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

I. Corrective Action Plan

Not applicable

Key Staff Listing

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Carol Borrego – Planner
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Project Delivery

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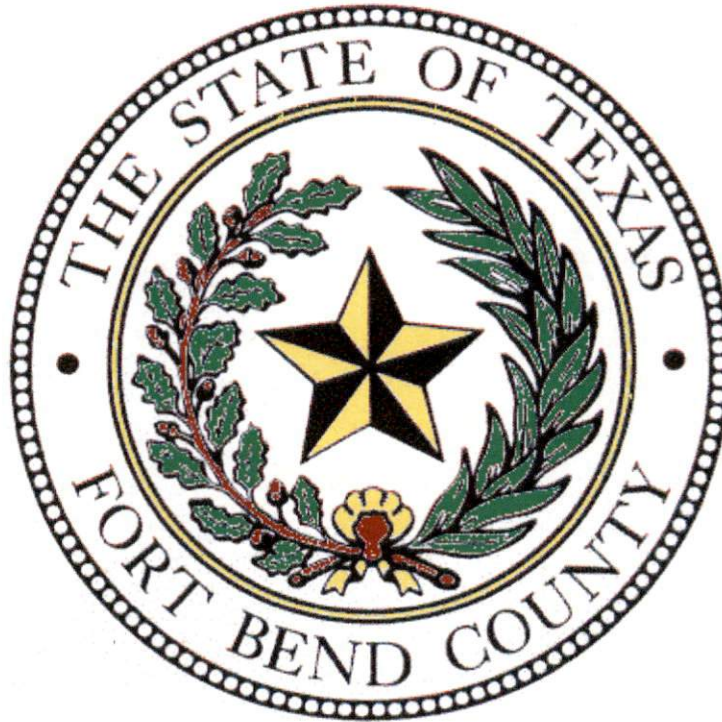
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FORT BEND COUNTY PURCHASING DEPARTMENT



PURCHASING MANUAL

Approved Commissioners Court: 27 SEPTEMBER 2011

Amended Commissioners Court: 02 June 2015–Effective 01 August 2015

Amended Commissioners Court: 28 July 2015 – Effective 01 August 2015

Amended Commissioners Court: 26 July 2016 – Effective 01 August 2016

Amended Commissioners Court: 28 March 2017 – Effective 01 April 2017

Amended Commissioners Court: 12 December 2017 – Effective 01 January 2018

Amended Commissioners Court: 07 August 2018 – Effective 08 August 2018

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Appendices

County Auditor Forms 1059A, 1059B, Inventory Action Notice

Annex A: Procurement Card Policy

Annex B: Travel Policy

FORWARD

THE COUNTY PURCHASING AGENT HAS A TWO-FOLD MISSION:

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

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

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

1.0 RELATIONSHIPS:

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

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

1.1.2 Hereinafter, the following apply:

County Purchasing Department will be referred to as "Purchasing".
County Office/Departments will be referred to as "Office".
Fort Bend County, Texas will be referred to as "County".

1.2 Relationship with vendor's representative:

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

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

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

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

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

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

2.0 RESPONSIBILITIES:

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

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

supplies, materials, and services.

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

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

2.1.4 Knowing the sources and availability of needed products.

2.2 REQUISITIONER: The Requisitioner is responsible for:

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

2.2.2 Preparing detailed specifications.

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

2.2.4 Notifying Purchasing of any abnormal or unusual demands.

2.2.5 Under no circumstances, obligating the County.

2.2.6 Participating in avoiding illegal purchases.

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

3.0 THE PURCHASING POLICY:

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

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

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

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

4.0 THE REQUISITION:

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

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

5.0 PURCHASE ORDERS:

5.1 THE ROUTINE PURCHASE ORDER:

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

5.2 THE BLANKET PURCHASE ORDERS:

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

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

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

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

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

5.2.3 Blanket Purchase Orders are inappropriate for the following:

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

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

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

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

5.3 THE EXPEDITED PURCHASE ORDER

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

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

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

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

5.4 EXCEPTIONS THAT REQUIRE NO PURCHASE ORDER:

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

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

5.5 VARIANCES:

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

6.0 PROCUREMENT CARD PURCHASE:

See Annex A

7.0 INVOICES:

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

7.2 Information an invoice should contain:

7.2.1 The Purchase Order number.

7.2.2 An itemized list of merchandise received or services rendered.

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

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

8.0 INSPECTING, TESTING AND RECEIVING:

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

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

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

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

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

9.0 THE COMPETITIVE SOLICITATION PROCESS:

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

9.2 Purchasing shall:

- 9.2.1 Seek Commissioners Court authorization to advertise for sealed competitive bids, requests for proposals, statements of qualification, with the Office present should any Court member have questions or comments.
- 9.2.2 Prepare, with technical assistance from the responsible Office, the solicitation.
- 9.2.3 As deemed appropriate, submit specifications to Commissioners Court for approval.
- 9.2.4 Advertise as required by law.
- 9.2.5 Post solicitation packages on website and notify potential vendors.
- 9.2.6 Open the responses on the proper date at the indicated time.
- 9.2.7 Prepare analysis of responses to include cost and price analysis
- 9.2.8 Consult with requesting Office when deemed necessary and submit recommendations and analysis to Commissioners Court.
- 9.2.9 In concert with the County Attorney prepare contracts as required.
- 9.2.10 Obtain signed contract from successful vendor.
- 9.2.11 Advise requesting Office when the above has been completed.
- 9.2.12 Present to Commissioners Court for approval.
- 9.2.13 Obtain performance and payment bonds, if required in solicitation.
- 9.2.14 Issue the Purchase Order.

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

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

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

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

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

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

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

- 9.4.4. § 200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.(b) Affirmative steps must include:(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
- 9.4.5 § 200.322 Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 9.4.6 § 200.323 Contract cost and price. (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals. (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor,

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

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

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

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

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

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

1. Remedies.
 - a. Standard: Contracts for more than the simplified acquisition threshold (\$150,000) must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
 - b. Applicability: This requirement applies to all FEMA grant and cooperative agreement programs.
2. Termination for Cause and Convenience.

- a. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. Equal Employment Opportunity.

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

b. Key Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Compliance with the Copeland "Anti-Kickback" Act.

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

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

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

5. Contract Work Hours and Safety Standards Act.

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

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

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

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

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

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

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

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

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

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

section.

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

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

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

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

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

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

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

“Clean Air Act”

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

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

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

“Federal Water Pollution Control Act”

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

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

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

8. Debarment and Suspension.

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

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

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

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

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

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

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

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

“Suspension and Debarment

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

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

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

9. Byrd Anti-Lobbying Amendment.

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

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements (To be submitted with each bid or offer exceeding \$100,000) The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

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

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

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date

10. Procurement of Recovered Materials.

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

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

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

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

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

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

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

11. Additional FEMA Requirements.

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

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

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

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

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

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

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

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

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

12. DHS Seal, Logo, and Flags.

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

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

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

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

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

14. No Obligation by Federal Government.

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

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

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

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

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

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

10.0 AUDIT SERVICES:

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

11.0 STANDARDS OF CONDUCT AND CONFLICT OF INTEREST:

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

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

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

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

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

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

11.1.3.1 The employee, officer, or agent

11.1.3.2 Any member of his/her immediate family

11.1.3.3 His or her partner, or

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

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

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

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

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

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

with a full detailed explanation.

12.0 CREDIT APPLICATIONS:

All credit applications will be completed by Purchasing.

13.0 DEBARMENT:

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

14.0 PROTEST PROCEDURE:

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

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

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

14.2 The Purchasing Agent shall:

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

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

15.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

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

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

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

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

16.0 TRAINING:

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

17.0 FIXED ASSET POLICY AND PROCEDURES:

17.1 RESPONSIBILITIES FOR ASSET PROCUREMENT AND DOCUMENTATION:

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

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

17.2 FIXED ASSET PURCHASE PROCEDURES:

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

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

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

17.2.10 County Auditor updates fixed asset database.

17.3 INVENTORY OF FIXED ASSETS:

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

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

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

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

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

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

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

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

17.4 FIXED ASSET DISPOSAL AND TRANSFER PROCEDURES:

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

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

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

INVENTORY ACTION NOTICE ASSETS RELEASED TO AUCTION

DEPARTMENT _____ DEPT # _____ DATE _____

TAG	DESCRIPTION	MAKE	MODEL	SERIAL #

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

DEPARTMENT HEAD SIGNATURE (or AUTHORIZED Agent) _____ (printed name) _____ DATE _____

RECEIVED: (Must be signed to be valid)

_____ DATE _____
 INVENTORY MANAGER (or AUTHORIZED Agent)

AUDITED BY:
DATE:

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

PROCESSED BY: _____ DATE: _____

INVENTORY ACTION NOTICE

FOR DISPOSALS & TRANSFERS

Department Name: _____ Dept #: _____

Tag # : _____ Model: _____ Serial # : _____

Asset Description: _____

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

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

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

 Department Head Signature (or Authorized Agent) _____
 Date

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

 Department Head Signature (or Authorized Agent) _____
 Date

FOR PURCHASING 'S USE ONLY PROCESSED BY & DATE: _____
--

FOR AUDITOR'S USE ONLY ENTERED BY & DATE: _____
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ANNEX A

Fort Bend County Procurement Card Policy and Procedures

Approved: 31 AUGUST 2015

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

1.0 PURPOSE

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

2.0 ATTACHMENTS

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

3.0 GENERAL

3.1 DEFINITIONS

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

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

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

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

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

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

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

3.1.8 *Procurement Card Administrator:* Purchasing Agent representative.

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

4.0 PROCEDURE:

4.1 INTRODUCTION:

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

4.2 DEPARTMENT PROCUREMENT CARD COORDINATOR:

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

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

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

4.3 RECEIVING A PROCUREMENT CARD

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

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

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

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

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

4.4 AUTHORIZED PURCHASING CARD USE

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

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

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

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

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

authorized transactions).

4.4.2.4 Spending limits and commodity restrictions must be adhered to.

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

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

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

4.5 UNAUTHORIZED PROCUREMENT CARD USE

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

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

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

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

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

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

4.5.1.5 Cash Advances.

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

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

4.5.1.8 Car washes.

4.5.1.9 Alcoholic Beverages.

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

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

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

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

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

4.6 MAKING A PURCHASE

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

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

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

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

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

4.6.1.4.1 Confirm that the vendor agrees to accept MasterCard.

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

4.6.1.4.2.1 Cardholder's name and telephone number;

4.6.1.4.2.2 Complete delivery address;

4.6.1.4.2.3 The words "Procurement Card Purchase";

4.6.1.4.2.4 The vendor's order number.

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

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

4.7 CARDHOLDER RECORD KEEPING

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

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

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

4.8 REVIEW AND SUBMISSION OF TRANSACTION DOCUMENTATION

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

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

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

4.8.2.2 The goods were received or the services were performed.

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

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

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

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

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

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

4.8.6 When disputing a charge the cardholder shall:

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

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

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

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

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

4.9 CARD SECURITY

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

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

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

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

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

4.10 CARDHOLDER SEPARATION

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

ENROLLMENT/REQUEST FORM

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

DEPARTMENT: _____

DEPARTMENT ACCOUNTING UNIT: _____

CARDHOLDER'S NAME: _____

SOCIAL SECURITY NUMBER (LAST 4 DIGITS): _____

BIRTH DATE: _____

HOME ADDRESS: _____

COUNTRY OF CITIZENSHIP: _____

EMAIL ADDRESS: _____

DEPARTMENT HEAD NAME: _____

SIGNATURE OF DEPARTMENT HEAD: _____

Request a monthly purchase limit of \$ _____,

For Procurement Card Coordinator Use Only

Card Number: _____ Expiration Date: _____

Date of Training/Manual Issuance: _____

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

Cardholder Signature

Date

DISPUTE REPORT

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

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

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

Reason for Dispute: _____

Actions taken to Remedy: _____

Annex B

Fort Bend County Travel Policy

Approved in Commissioners' Court on November 3, 2009

Effective November 4, 2009

Revised September 7, 2010

Revised June 2, 2015, Effective August 1, 2015

Revised July 28, 2015, Effective August 1, 2015

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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 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 (be sure to check the correct fiscal year). **When making a reservation the traveler must ask for the State of Texas Contract rate (not the government rate) and be prepared to provide the County's**

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

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

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

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

Additional fees allowable: Self-parking

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

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

Gratuities: Gratuities are not reimbursable for any lodging services.

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

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

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

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

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

MEALS:

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

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

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

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

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

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

TRANSPORTATION:

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

Allowable expenses: Parking and tolls with documentation.

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

Allowable expenses: Parking and tolls with documentation required.

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

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

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

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

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

Enterprise:

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

Avis:

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

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

Allowable expenses: Parking and tolls allowed with documentation.

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

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

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

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

REGISTRATION:

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

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

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

GRANTS:

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

TRAVEL REIMBURSEMENT FORM:

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

EXCLUSIONS:

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

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