

STATE OF TEXAS           §  
   §  
 COUNTY OF FORT BEND   §

**AGREEMENT FOR HAZARD MITIGATION PLAN CONSULTING SERVICES  
 PURSUANT TO RFP 19-041**

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

**WITNESSETH**

WHEREAS, County desires that Consultant provide professional hazard mitigation planning and consulting services for emergency response, pursuant to RFP 19-041 and any and all Federal Emergency Management Agency ("FEMA") rules and regulations; and

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

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

**AGREEMENT**

**Section 1. Scope of Services**

Consultant shall render Services to County in accordance with the Proposal attached hereto as Exhibit A and incorporated herein for all purposes.

**Section 2. Personnel**

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

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

- A. The maximum rates for the performance of services are identified in Exhibit A to this Agreement. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A is One Hundred Twenty-Three thousand Three Hundred Forty-Three dollars and 00/100 (\$123,343.00). In no case shall the amounts paid by County under this Agreement exceed the maximum rates without an agreement executed by the parties. Travel expenses submitted for reimbursement (if any), must be incurred in accordance with County's current Travel Policy, and are subject to approval by the County Auditor prior to reimbursement.
- B. All performance of the Scope of Services by Consultant including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by the Fort Bend County Homeland Safety and Emergency Management Director.
- C. County will pay Consultant based on the following procedures: Consultant shall submit to County two (2) original copies of invoices showing the amounts due for services performed in a form acceptable to County. Contractor may submit electronically via: [apauditor@fortbendcountytexas.gov](mailto:apauditor@fortbendcountytexas.gov). County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

### **Section 4. Limit of Appropriation**

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

### **Section 5. Modifications and Waivers**

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.

- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.
- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

**Section 6. Term and Termination**

- A. This Agreement is effective from September 1, 2022 and will expire on June 30, 2023.
- B. Termination for Convenience: County may terminate this Agreement at any time upon thirty (30) days written notice.
- C. Termination for Default
  - 1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
    - a. If Consultant fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
    - b. If Consultant materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
  - 2. If, after termination, it is determined for any reason whatsoever that Consultant was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7(B) above.
- D. Upon termination of this Agreement, County shall compensate Consultant in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Consultant's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- E. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Consultant.

### **Section 7. Ownership and Reuse of Documents**

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

### **Section 8. Inspection of Books and Records**

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

### **Section 9. Insurance**

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

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

#### **Section 10. Indemnity**

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

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

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

**Section 11. Confidential and Proprietary Information**

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

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

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

#### **Section 12. Independent Consultant**

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

**Section 13. Notices**

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

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

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

Consultant: Tetra Tech, Inc.  
ATTN: Betty Kamara, Contracts Administrator  
2901 Wilcrest Drive, Suite 400  
Houston, Texas 77042

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

**Section 14. Compliance with Laws**

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

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

**Section 15. Performance Warranty**

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

**Section 16. Assignment and Delegation**

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

**Section 17. Applicable Law**

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

**Section 18. Successors and Assigns**

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

**Section 19. Third Party Beneficiaries**

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

## **Section 20. Severability**

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

## **Section 21. Publicity**

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

## **Section 22. Federal Clauses**

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

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

5. Using the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
  6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in subsections (1) through (5) above.
- D. Equal Employment Opportunity –This requirement applies to all contracts involving a “federally assisted construction contract”. “Construction work” is defined as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction. Consultants must adhere to any Federal implementing regulations and other requirements that the Department and the FEMA have with respect to nondiscrimination
1. Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  2. Consultant will, in all solicitations or advertisements for employees placed by or on behalf of the Consultant, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
  3. Consultant will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Consultant's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
  4. Consultant will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
  5. Consultant will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
  6. In the event of Consultant's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further Government contracts or federally assisted

construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

E. Contract Work Hours and Safety Standards Act –

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section the Consultant and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Consultant and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.
3. Withholding for unpaid wages and liquidated damages. The (write in the name of the Federal agency or the loan or grant recipient) shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Consultant or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract

subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of Consultant or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

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

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

1. Clean Air Act – The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Consultant agrees to report each violation to the County and understands and agrees that the County, will in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
2. Federal Water Pollution Control Act – The Consultant agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Consultant agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

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

H. Debarment and Suspension –

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

2. This certification is a material representation of fact relied upon by the County. If it is later determined that the Consultant did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  3. Consultant agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- I. Byrd Anti-Lobbying Amendment – Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
  - J. Political Activities – Consultants are prohibited from using federal funds directly or indirectly for political purposes, including polling, lobbying or advocating for legislative programs or changes; campaigning for, endorsing, contributing to, or otherwise supporting political candidates or parties; and voter registration or get-out-the-vote campaigns. Generally, organizations or entities which receive federal funds by way of grants, contracts, or cooperative agreements do not lose their rights as organizations to use their own, private, non-federal resources for “political” activities because of or as a consequence of receiving such federal funds. These recipient organizations must thus use private or other non-federal money, receipts, contributions, or dues for their political activities, and may not charge off to or be reimbursed from federal contracts or grants for the costs of such activities.
  - K. Procurement of Recovered Materials – Consultant must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). (1) In the performance of this Agreement, the Consultant shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: (i) Competitively within a timeframe providing for compliance with the contract performance schedule; (ii) Meeting contract performance requirements; or (iii) At a reasonable price. (2) Information about this requirement, along with the list of EPA designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

L. Access to Records

1. The Consultant agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Consultant agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

M. DHS Seal, Logo, and Flags – The Consultant shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

N. Compliance with Federal Law, Regulations, and Executive Orders – The Consultant will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

O. No Obligation by Federal Government – The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the County, Consultant, or any other party pertaining to any matter resulting from the contract.

P. Program Fraud and False or Fraudulent Statements or Related Acts – The Consultant acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Consultant's actions pertaining to this Agreement.

Q. Civil Rights and Non-Discrimination – During the performance of this contract, the Consultant agrees as follows:

1. Nondiscrimination on the Basis of Race, Color, and National Origin – Consultant will comply with state and federal anti-discrimination laws including Title VI of The Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq.), FEMA's implementing regulations at 44 C.F.R. Part 7 (Nondiscrimination in Federally Assisted Programs), and the Department's implementing regulations at 6 C.F.R. Part 21 (Nondiscrimination on the Basis of Race, Color, or National Origin in Programs or Activities Receiving Federal Financial Assistance) which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
2. Nondiscrimination on the Basis of Sex – Consultant will comply with Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.), FEMA's implementing regulations at 44 C.F.R. Part 19 (Nondiscrimination on the Basis

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

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

- R. Contracting with Small, Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms – Consultant will take all necessary, affirmative steps to assure that qualified small and minority businesses, women's business enterprises, and labor area surplus firms are used when possible by:
1. Placing small and minority businesses and women's business enterprises on solicitation lists;
  2. Assuring that it solicits small and minority businesses and women's business enterprises whenever they are potential sources;
  3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses and women's business enterprises;
  4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses and women's business enterprises;
  5. Utilizing the assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  6. Consultant must require subcontractors to take the five affirmative steps described in 1-5 above.
- S. Environmental and Historic Preservation Protections
1. Case by case basis. FEMA will identify various environmental and historic preservation mitigation measures with which a Non-Federal Entity (NFE) must comply when performing the scope of work under a FEMA award. FEMA expects the NFE to include adequate third party provisions to facilitate compliance with such measures that the NFE has agreed to implement as a term and condition of the FEMA award.
  2. Consultant shall abide by all environmental and historic preservation mitigation measures identified by FEMA when performing the scope of work including: a. National Environmental Policy Act of 1969, Pub. L. No. 91-190 (1969) (codified as amended at 42 U.S.C. §§ 4321-4347); the National Historic Preservation Act, Endangered Species Act Endangered Species Act of 1973, Pub. L. No. 93-205 (1973) (codified as amended at 16 U.S.C. §§ 1531-1544);, Clean Water Act, other laws, and various executive orders.
- T. Disaster Reservists – Consultant may not in the performance of this Agreement utilize employees who are also Disaster Reservists. Disaster Reservists are personnel authorized by the special hiring authority in the Stafford Act that are not full-time employees, but rather work on an on-call, intermittent basis to perform disaster response and recovery activities.
- U. False Statements Act – Consultant agrees to comply with the False Statement Act sets forth liability for, among other things, any person who knowingly submits a false claim to

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

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

### **Section 23. Certain State Law Requirements for Contracts**

- A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Consultant verifies that if Consultant employs ten (10) or more full-time

employees and this Agreement has a value of \$100,000 or more, Consultant does not boycott Israel and will not boycott Israel during the term of this Agreement.

- B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Consultant represents pursuant to Section 2252.152 of the Texas Government Code, that Consultant is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

**Section 24. Captions**

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

**Section 25. Conflict**

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

{EXECUTION PAGE FOLLOWS}

{REMAINDER OF PAGE INTENTIONALLY LEFT BLANK}

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

FORT BEND COUNTY



County Judge KP George

KP George, County Judge

September 6, 2022

Date


ATTEST:



Laura Richard, County Clerk



TETRA TECH, INC



Authorized Agent - Signature

Jonathan Burgiel

Authorized Agent - Printed

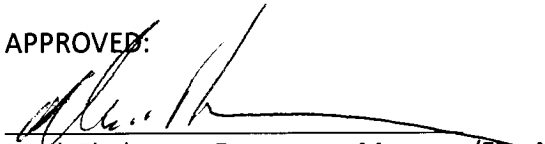
Business Unit President

Title

August 19, 2022

Date

APPROVED:



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

#### AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 123,343.00 to accomplish and pay the obligation of Fort Bend County under this contract.



Robert Ed Sturdivant, County Auditor

Exhibit A: Tetra Tech Proposal and Quote

# **EXHIBIT A**

## Proposal to Fort Bend County, TX for Hazard Mitigation Plan Update Support

**Technical representative:**

**Ms. Rachel Stepp**  
Recovery Manager  
Fort Bend County  
Rachel.Stepp@fortbendcountytx.gov

**Contractual representative:**

**Ms. Jaime Kovar**  
Purchasing Agent  
Fort Bend County  
Jaime.Kovar@fortbendcountytx.gov

**Technical representative:**

**Ms. Christina Hendrick**  
Phone: (281) 733-8623  
E-Mail: christina.hendrick@tetrattech.com

**Contractual representative:**

**Ms. Betty Kamara**  
Phone: (407) 803-2551  
E-mail: betty.kamara@tetrattech.com

## A. INTRODUCTION

We are pleased to provide you with our scope of work and associated costs to update Fort Bend County's Hazard Mitigation Plan (HMP). It is our understanding that Fort Bend County (the County) is seeking planning services to assist with the updating of the County's HMP. We have supported several local multi-jurisdictional all-hazard mitigation plans in the State of Texas, including the counties of Galveston, Harris, Tarrant, Hidalgo, and Smith, the Brownsville Public Utilities Board, and the City of Sugar Land.

## B. PROJECT SCOPE OF WORK

### Project Approach

Our approach is based on a standardized planning process to deliver work on time and within budget, while meeting the requirements set forth in the Stafford Act and CFR 44 Part 201 Mitigation Planning in accordance with the March 2013 FEMA *Local Mitigation Planning Handbook*, FEMA's current *Local Mitigation Plan Review Guide*, the April 2022 FEMA *Local Mitigation Planning Policy Guide (FP 206-21-0002)*, Texas Division of Emergency Management (TDEM) and FEMA Region VI.

Our approach is divided into seven distinct tasks:

- Task 1 – Organize the Resources
- Task 2 – Identify Hazards and Perform Risk Assessment
- Task 3 – Public Involvement Strategy
- Task 4 – Identify Goals, Objectives, Capabilities, and Mitigation Strategy
- Task 5 – Plan Maintenance
- Task 6 – Assemble the Plan
- Task 7 – Plan Review and Adoption

### Task 1 – Organize the Resources

Under this task, we will assist county staff to organize key components for this plan update process. This includes setting up a core planning team (CPT), steering committee (SC), and planning partnership (PP) and coordinating with other agencies and neighboring communities.

- **Core Planning Team (CPT)** - The Core Planning Team will be made up of discipline leads from the Tetra Tech team as well as key staff from the County. The disciplines targeted for representation on this team will include risk assessment/GIS, planning, emergency management, public works, and public outreach. From project inception to completion, the CPT will hold bi-weekly project coordination calls to discuss project status, identify issues in the planning process, review consultant deliverables and confirm meeting content for the Steering Committee meetings discussed below.
- **Steering Committee (SC)** – The Steering Committee includes key County and municipal staff, and stakeholders to provide oversight on key milestones and deliverables. It will play a principal role in the oversight of this plan update process. The role of the SC will be to advise the CPT on key milestone decisions on behalf of the County, while streamlining the process and adding process efficiencies to the overall process. The make-up of the SC will strive for inclusion of those agencies that participated in the 2018 planning process.
- **Planning Partnership (PP)** – The Planning Partnership consists of the County and its jurisdictions seeking DMA 2000 compliance through this planning process.
- **Stakeholders** – Stakeholders will include representatives of county, municipal, and participant department staff; and will collect input from first responder agencies, engineering, planning, public works, community groups, nonprofits, businesses, school districts, institutions of higher education, special districts, hospitals, neighboring communities, other groups identified by the Steering Committee, and the general public.

### Task 2 – Identify Hazards and Perform Risk Assessment

The risk assessment will provide sufficient information to enable the County and its municipalities to prioritize appropriate mitigation actions to reduce losses from the identified hazards. The risk will be identified specific to each jurisdiction as per the original plan and will be further indicated on individual risk maps in each community annex.

- **Identify and Profile Hazards** – We assume that the County include the following hazards of concern: dam/levee failure, disease outbreak, drought, extreme temperature, flood, geological hazards (expansive soils/land subsidence/erosion), hail, hurricane/tropical storm, lightning, tornado/wind, wildfire, and winter weather.
  - We will work with the Planning Partnership to obtain the most up-to-date information and data on the hazards and profile each hazard. The profile will include a brief hazard definition, historical occurrences and losses, location, extent/magnitude, and probability of occurrence within the County. In addition, other relevant plans and reports will be reviewed as a reference to identify vulnerable areas throughout the County, thus building on prior mitigation and risk reduction planning efforts. Further, we will include a discussion of the effects of climate change on relevant hazards, referencing recent, peer-reviewed documents on integrating climate science into planning, as we have included in all our HMPs.
  - If the County has high hazard dams, a dam/levee failure profile is required. We will develop the profile and the requirements of FEMA’s HHPD grant program, such as how the County and municipalities prioritize its dams based on risk.
- **Data Collection and Mitigation Strategy Review** – We will implement a data collection program designed to fulfill the identified needs of risk assessment, planning, and mitigation action development in this plan. Data collection efforts will focus on available state, regional, county, and local data in the areas of hazard and event data, asset/inventory data, vulnerability data, and planning data. We will review the County’s existing HMP; the 2019 State of Texas Hazard Mitigation Plan; other existing studies, reports, and technical information; current and future land use; zoning ordinances; comprehensive plans; emergency operation plans; soil surveys; census data; local flood maps; and county and local GIS data.
- **Inventory Assets** – We will use existing spatial data sources, supplemented with Planning Partnership input, to create an updated inventory of assets. Our GIS Lead will direct the spatial team in the development of asset inventories. Asset inventories will be maintained in ArcGIS (ESRI, v10) for compatibility with FEMA’s Hazus risk assessment tool. For this HMP update, 2020 U.S. Census population and demographic data, or best available spatial data, will be used. We will update Fort Bend County’s asset inventory including **General Building Stock (residential, commercial, industrial, etc.) and Critical Facilities/Lifelines (both public and privately owned)** using best available data.
  - Tetra Tech intends to provide a **Level 2 vulnerability assessment based on the Hazus risk assessment platform**. We will work with the County to evaluate available data to update, amend, or replace the default Hazus critical facility inventories, which will be used to support a highly-detailed risk assessment, as well as mitigation project identification and plan implementation.
  - We will work with the Planning Partnership to collect best available critical facility spatial data to update the critical facility inventory and to identify lifelines while leveraging data used in the previous HMP; this includes the final inventory used in the previous HMP. This effort will support future prioritization projects for the new FEMA Building Resilient Infrastructure and Communities (BRIC) grant program.
  - As a project deliverable, we will provide the County with a geodatabase, which includes the general building stock, critical facilities, and lifelines in the region with hazard-specific results generated during this project. This effort will allow the County and its partners to use this detailed inventory for various planning and emergency management purposes.
- **Hazard Impacts and Vulnerability** – Our GIS team will conduct a planning-level vulnerability assessment for the identified hazards of concern. The vulnerability assessment will include an evaluation of the potential impacts to life, safety, and health; general building stock and critical facilities; the economy; and potential future growth and development, as well as the impacts of climate change on the hazard and the hazard’s impact.
  - FEMA’s Hazus model will be the primary tool used in development of potential loss estimates for the risk assessment. Hazus will directly support and accomplish the risk and vulnerability assessment of the flood and wind hazards. We use Hazus to support the risk assessment process for specific hazard events because it (1) uses a consistent and defensible methodology; and (2) produces maps and studies that can be used by states, local governments, and private sector entities to develop quality risk assessments that form the basis of their mitigation plans. These maps and illustrations will be used to support public and stakeholder

outreach for this planning process, while the vulnerability assessment data can be used to support other emergency management planning efforts.

- A Level 2 Hazus analysis is proposed to estimate potential losses to population, buildings and critical facilities for the 1-percent annual chance flood event based on the County's 2018 effective flood insurance rate map; 100- and 500-year mean return period probabilistic hurricane wind scenarios. Our GIS team will request previous related geo-spatial datasets and flood depth grids available to support the update process. If a flood depth grid is not available, we propose to use the FEMA depth grid data published in 2018.
- **Analyze Development Trends** - Using information obtained in other parts of the risk assessment process, We will describe and analyze development that has occurred since the current plan was approved. This analysis will be conducted using locally available data identified during data collection, including development permits issued since 2018 and the results of the initial and updated risk assessment. In order to meet the federal requirement to identify changes in vulnerability since the last plan, we will request permit history for each participating municipality to include in the plan.
- **Specific Hazard Requirements --**
  - Flood – We will work with the County to meet the analysis requirements for the flood hazard that are part of the March 2013 *FEMA Local Mitigation Planning Handbook*, FEMA's current *Local Mitigation Plan Review Guide*, and the April 2022 *FEMA Local Mitigation Planning Policy Guide (FP 206-21-0002)*.
    - NFIP Repetitive Loss Properties - FEMA requires that HMPs address repetitively flooded NFIP-insured structures by including the estimated numbers and types (residential, commercial, institutional, etc.) of repetitive/severe repetitive loss properties. The County will be responsible for obtaining this information from FEMA and TDEM. Tetra Tech will update information in the plan using the obtained data, as appropriate and available, to meet FEMA requirements regarding these properties and will suggest potential mitigation strategies for repetitive loss properties.
  - Dam Failure Requirements – If the County chooses to meet the requirements for the High Hazard Potential Dams (HHPD) grant program eligibility, we will assist the County in doing so. The National Dam Safety Program Act (Pub. L. 92–367), as amended, 33 U.S.C. § 467f-2, authorizes FEMA to provide HHPD Rehabilitation Grant Program assistance for the rehabilitation of dams that fail to meet minimum dam safety standards and pose unacceptable risk to life and property. To be eligible for HHPD grants, local governments with jurisdiction over the area of an eligible dam must have an approved local hazard mitigation plan that includes all dam risks and complies with the Robert T. Stafford Act, as amended.
    - At a minimum, local mitigation plans must address the subset of state-regulated dams considered HHPDs. According to currently available data, there are a number of dams located in Fort Bend County; however, hazard classification is not available. If high hazard dams exist in Fort Bend County, we can conduct spatial analysis on high hazard dams if digitized boundaries for dam failure zones are available. If boundaries are not available, we will conduct a qualitative analysis. It should be noted that without quantitative analysis, the plan will not meet the HHPD requirements.

### Task 3 – Public Involvement Strategy

Section 201.6.b of 44 CFR states that “the planning process will include: an opportunity for the public to comment on the plan during the drafting stage and prior to adoption.” In order to meet this requirement, we propose the following:

- Stakeholder Outreach and Involvement – we will work with the Planning Partnership to identify stakeholders and develop an outreach strategy that engages the stakeholders throughout the planning process. This includes distributing surveys, contacting individual stakeholders, using social media, updating the project website, and inviting stakeholders to meetings.
- Website – we will develop, host, and maintain a public mitigation planning website for the project. This website will support broad project exposure by providing general information about hazard mitigation planning, the planning process, dates for upcoming meetings, meeting materials, access to draft plan documents, and information about how the public and stakeholders can provide input to the planning process.

- Problem Identification Survey – our GIS team will develop, maintain, and monitor a simple online geospatial tool through which residents and other stakeholders can report how hazards affect Fort Bend County and its municipalities. The survey will allow a user to place a pin on a digital map and describe the problem (e.g., water collects on the road, lack of backup power at a critical facility, etc.).
- Public and Stakeholder Mitigation Surveys – we will develop, maintain, and monitor a set of on-line surveys designed to gauge household and stakeholder preparedness for those hazards that may impact Fort Bend County and to assess the stakeholder and public’s level of knowledge of tools and techniques that can be used to reduce risk and loss from those hazards.
- Press Releases and Public Notices - other methods of outreach may include development and distribution of an informational brochure, media releases, social media, and leverage of existing public forums to promote project awareness and participation. We will assist with developing and distributing the different methods chosen by the County.

#### **Task 4 – Identify Goals, Objectives, Capabilities, and Mitigation Strategy**

Task 4 of the planning process is often referred to as the mitigation strategy. During this task, we will work with the County to review the previous goals and objectives from the 2018 plan, assess the mitigation capabilities, prioritize mitigation actions, and develop an action plan. The following is our mitigation strategy approach:

- **Review and update mitigation goals and objectives** – we will work with the Planning Partnership to review and update the existing hazard mitigation planning goals and associated objectives that will help to identify and prioritize the mitigation actions. We will finalize the goals and objectives based on input and comments and present to the Planning Partnership.
- **Assess mitigation capabilities** – we will work with the County and plan participants to update their capabilities assessment utilizing a simple-to-use phased format. We will review current applicable policies, plans, and regulations as they relate to emergency management and the reduction of risk from hazards. We will identify potential data gaps that may exist in the current tools and make recommendations on areas to be addressed in the mitigation actions, including actions that suggest ways to integrate resiliency into local plan review and zoning.
- **Develop a catalog of mitigation alternatives** – after the goals and objectives have been updated, we will host a Strengths, Weaknesses, Obstacles, and Opportunities (SWOO) workshop for the Planning Partnership. The purpose of the SWOO is to identify mitigation strategies and capabilities that will meet the goals and objectives of the HMP update. The Planning Partnership will potential actions that could apply to each mitigation type and will be used to demonstrate that they have considered a wide range of mitigation alternatives.
- **Identify and prioritize mitigation actions** – we will conduct a meeting with the Planning Partnership to develop specific mitigation actions that will be incorporated into the HMP. We will distribute tools to help the participants develop and prioritize achievable and implementable mitigation actions.
- **Develop an action plan** – we will compile the jurisdiction-specific information from the first volume into a much shorter, user-friendly section that each jurisdiction can use to mitigate the hazards it faces. To assist with each annex’s update, we will assign one mitigation specialist to each municipality throughout the planning process to guide them through the jurisdictional annex process.

#### **Task 5 – Plan Maintenance**

Working with the Planning Partnership, we will help them develop clear, effective, and efficient procedures for regular plan review and maintenance, as well as the regulatory 5-year updates. We will begin the plan maintenance strategy update by working with the County to assess the effectiveness of the plan maintenance strategy identified in the existing HMP. After reviewing accomplishments and identifying areas needing improvement, we will suggest a strategy that meets program requirements, reflects the needs and desires of local communities, captures information to make the 5-year plan update easier, and supports implementation.

To support annual plan reviews, we will maintain the automated, on-line annual plan review program (BATool<sup>SM</sup> – Mitigation Module) for 1 year after the HMP is approved by FEMA to support the first annual progress report. We will populate the completed county and jurisdiction mitigation strategies contained in the FEMA-approved plan into the program. The

participants will be able to log into the program from their desktops and update their progress on each mitigation action using simple intuitive screens.

**Task 6 – Assemble the Plan**

We will work with the project manager to author and compile the draft HMP, draft final HMP and final HMP deliverables for review and approval by the County and Steering Committee, and for subsequent submittal to TDEM and FEMA. The information gathered and developed in Tasks 1 through 4 above will be included as their own sections of the HMP. We will also update the County Profile that describes the physical nature of the County, its population, and demographics, building stock, land use, and critical facilities. We will document the plan maintenance procedures, described in Task 5. All of information developed during the planning process will be documented in the first volume of the updated HMP. The second volume of the HMP will consist of the jurisdictional annexes, described in Task 4.

Upon completion of the full draft, the plan will be made available for the regulatory 14-day review period. The public review process will begin by posting the draft final HMP on the public HMP website, providing announcements using available county and local media and websites, and using other methods as established in the public outreach strategy.

**Task 7 – Plan Review and Adoption**

After public review has concluded, we will work with the Planning Partnership to consider each appropriate comment and integrate them into the updated plan. Prior to submittal to TDEM and FEMA Region VI, we will populate the FEMA Plan Review Tool to accompany the final draft HMP sent to TDEM and FEMA Region VI. This tool will detail how the HMP update meets 201.6 44 CFR requirements. Once comments are addressed, one digital-copy draft of the HMP will be submitted to TDEM for state-level review. After the TDEM review has been completed, we will address TDEM “required revisions” before submitting it to FEMA Region VI (digital format). We will address “required revisions” identified in the FEMA Region VI review and will communicate and coordinate with TDEM and FEMA until the plan is given the “Approvable Pending Adoption” (APA) status.

Once the APA is issued, we will compile the full HMP deliverable and provide a letter of transmittal and an electronic copy of the entire adopted and approved plan in PDF and Microsoft Word formats. Further, we will provide GIS data, Hazus projects, and other relevant electronic data developed by Tetra Tech during the planning process, along with documentation of the data provided, including source and other information, to help the County and planning partners to continue to leverage this critical information.

**Project Timeline**

We will work closely with Fort Bend County and the Steering Committee to establish a firm project schedule that emphasizes efficiency and expediency, while ensuring that the goals and objectives of this process are fully met. We assume a start date of September 1, 2022, with the plan submitted to TDEM for review in February 2023. We understand that the current Fort Bend County HMP expires on February 13, 2023; however, in order to conduct a thorough planning process that the County and jurisdictions would benefit, we are proposing submittal in February 2023. Understanding that, we believe there are minimal ramifications for submitting the plan in February 2023 as it still ensures eligibility for the 2023 HMA grant period.

**Exhibit 1. Project Schedule**

Task	Timeframe
<i>Task 1: Planning Process</i>	<ul style="list-style-type: none"> <li>Steering Committee members identified by early September 2022</li> <li>Planning Partnership members identified by early September 2022</li> <li>Steering Committee meeting conducted by mid- September 2022</li> <li>Planning Partnership meeting conducted by late- September 2022</li> </ul>
<i>Task 2: Update the Risk Assessment</i>	<ul style="list-style-type: none"> <li>Risk and vulnerability assessment conducted from October-November 2022</li> <li>Problem Area Survey deployed through October 2022</li> <li>Assess the hazards and problems meeting conducted by mid-November 2022</li> <li>Planning Partnership risk assessment review meeting conducted by late-November 2022</li> </ul>

Task	Timeframe
<i>Task 3: Public Involvement Strategy</i>	<ul style="list-style-type: none"> <li>Project website maintained throughout the project</li> <li>Public and stakeholder surveys deployed through mid-December 2022</li> <li>Assist County with other public outreach through late April 2023</li> </ul>
<i>Task 4: Mitigation Strategy</i>	<ul style="list-style-type: none"> <li>Draft goals and objectives developed in October 2022</li> <li>Goals and objectives meeting conducted late-October 2022</li> <li>Review possible mitigation activities meeting conducted late-December 2022</li> <li>Planning Partnership mitigation strategy workshop conducted late-December 2022</li> <li>Mitigation actions finalized by late January 2023</li> </ul>
<i>Task 5: Plan Maintenance</i>	<ul style="list-style-type: none"> <li>Plan maintenance procedures developed by mid-December 2022</li> </ul>
<i>Task 6: Plan Update and Deliverables</i>	<ul style="list-style-type: none"> <li>Draft completed by January 2023</li> <li>Public Draft Plan Review Meeting conducted early-January 2023</li> <li>Public comment period running through mid-January 2023</li> <li>Draft finalized by mid-January 2023</li> </ul>
<i>Task 7: Plan Review and Adoption</i>	<ul style="list-style-type: none"> <li>Draft submitted to TDEM by end of February 2023</li> <li>TDEM Review Period from February-March 2023</li> <li>Draft HMP updated and submitted to FEMA Region VI by March 2023</li> <li>FEMA Review Period from March-April 2023</li> <li>APA granted in April 2023</li> </ul>
<i>Project Management</i>	<ul style="list-style-type: none"> <li>Project Kick-off Meeting conducted by mid-September 2022</li> <li>Monthly status reports and invoices beginning in September 2022</li> <li>Quarterly progress reports in September 2022, December 2022, March 2023, and June 2023</li> <li>Project Closeout Meeting conducted in June 2024</li> </ul>

### C. PROJECT COST

The proposed not-to-exceed of **\$123,343.00** is based on Tetra Tech's current understanding of the project requirements and best estimates of level of effort required to perform the basic services and may be subject to change upon agreement between the County and Tetra Tech. The fee for the services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates as set forth in Agreement between the County and Tetra Tech, Contract #RFP-19-041. Table 1 shows the estimated cost breakdown by project task. Table 2 outlines the anticipated staff positions and level of effort for these services.

**Table 1: Estimated Cost Breakdown by Project Task [1][2]**

Task	Estimated Amount
Task 1: Organize the Resources	\$15,654.00
Task 2: Identify Hazards and Perform Risk Assessment	\$34,280.00
Task 3: Public Involvement Strategy	\$7,250.00
Task 4: Identify Goals, Objectives, Capabilities and Mitigation Strategies	\$26,560.00
Task 5: Plan Maintenance	\$3,970.00
Task 6: Assemble the Plan	\$27,932.00
Task 7: Plan Review and Adoption	\$5,872.00
Estimated Expenses	\$1,825.00
<b>Estimated Total</b>	<b>\$123,343.00</b>

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**Table 2: Estimated Cost Breakdown by Labor Category [1][2]**

Labor Category	Hourly Rate	Estimated Hours	Estimated Total
Subject Matter Expert	\$220.00	26	\$5,720.00
Principal in Charge/Executive	\$200.00	40	\$8,000.00
Principal Consultant/Planner/Analyst	\$175.00	6	\$1,050.00
Senior Program Manager	\$155.00	128	\$19,840.00
Supervising Consultant/Planner/Analyst	\$140.00	204	\$28,560.00
Senior Consultant/Planner/Analyst	\$135.00	132	\$17,820.00
Senior Planner/Analyst	\$130.00	132	\$17,160.00
Project Manager/Planner/Analyst III	\$120.00	32	\$3,840.00
Project Manager/Planner/Analyst II	\$112.00	62	\$6,944.00
Consultant/Planner/Analyst I	\$98.00	124	\$12,152.00
Planning Aide	\$72.00	6	\$432.00
<b>Estimated Labor</b>			<b>\$121,518.00</b>
<b>Estimated Expenses</b>			<b>\$1,825.00</b>
<b>Estimated Total</b>			<b>\$123,343.00</b>

[1] The above estimated level of effort and associated costs are based on available information at the time the estimates were prepared and do not represent the actual cost of the project. The fee for services will be based on the actual hours of services furnished multiplied by Tetra Tech's hourly rates.

[2] Tetra Tech may take the following actions, in its discretion, so long as Tetra Tech does not exceed the estimated grand total: (i) Use fewer hours of one labor category and more hours of another labor category or categories and (ii) use fewer hours within one task and more hours within another task as necessary.

#### D. PROJECT ASSUMPTIONS

This project is based on the following key assumptions and constraints. Deviations that arise during the proposed project will be managed through a standard change control process.

- **Project Sponsor.** Fort Bend County will assign a primary point of contact to serve as project sponsor to address administrative and functional issues.
- **Access to Materials/Plans.** Documentation that is deemed pertinent to update of the hazard mitigation plan should be made available to Tetra Tech for review, upon request, in electronic format.
- **Period of Performance.** To the extent the period of performance is required to be extended due to reasons beyond the Tetra Tech Team's control; such unforeseen circumstances may result in an increase in the project timeline and budget.
- **Deliverables.** Tetra Tech agrees to deliver the following:
  - Electronic copies of the interim draft deliverables throughout the planning process
- **Work Location/Meeting Space.** Fort Bend County and other participating jurisdictions will provide meeting room space to conduct on-site meetings. Meetings may be conducted via online meeting platform as necessary. Tetra Tech will perform work off-site at Tetra Tech offices except when required to be on-site for meetings.
- **Acceptance of Deliverables.** Deliverables will be submitted to Fort Bend County in draft format. Comments should be provided within fourteen (14) calendar days to meet the period of performance timeframe. Upon incorporation of revisions to the draft deliverables and one final resubmission to participating jurisdictions, the deliverables will be considered accepted.
- **Payment Plan Based on Deliverables.** Fort Bend County will be invoiced monthly. Invoice payment terms are net 30 days.

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- **Proposal.** This proposal is based on Tetra Tech's current understanding of the project. Revisions will be subject to mutual agreement on the final work scope/schedule and other technical/management requirements desired by the County. The final approved proposal will be part of the awarded contract/purchase order by reference or incorporated as an exhibit.

AS PER ORIGINAL

# CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.  
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY  
 CERTIFICATION OF FILING**

**Certificate Number:**  
 2022-923901

**Date Filed:**  
 08/18/2022

**Date Acknowledged:**  
 09/06/2022

**1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

Tetra Tech, Inc.  
 Houston, FL United States

**2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.**

Fort Bend County, Texas

**3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.**

22-OEM-101217  
 Hazard Mitigation Plan Support

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

**5 Check only if there is NO Interested Party.**

**6 UNSWORN DECLARATION**

My name is \_\_\_\_\_, and my date of birth is \_\_\_\_\_.

My address is \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.  
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in \_\_\_\_\_ County, State of \_\_\_\_\_, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.  
(month) (year)

\_\_\_\_\_  
 Signature of authorized agent of contracting business entity  
 (Declarant)