

3. **Time for Performance.** Time for performance of the Scope of Services under this Agreement shall begin with Engineer's receipt of Notice to Proceed and shall end no later than December 31, 2025. Engineer shall complete such tasks described in the Scope of Services, within this time or within such additional time as may be extended by County.

4. **Compensation and Payment Terms.**
 - (a) Engineer's fees for the Services shall be calculated at the rate(s) set forth in Exhibit "A" attached hereto. The Maximum Compensation to Engineer for the Services performed under this Agreement is Fifty-Five Thousand and 00/100 Dollars (\$55,000.00). In no event shall the amount paid by County to Engineer under this Agreement exceed said Maximum Compensation without an approved change order.

 - (b) Engineer understands and agrees that the Maximum Compensation stated is an all-inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the attached Exhibit "A."

 - (c) County will pay Engineer based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Engineer shall submit to County staff person designated by the County Engineer, one (1) electronic (pdf) copy of the invoice showing the amounts due for services performed in a form acceptable to County. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

5. **Limit of Appropriation.** Engineer understands and agrees that the Maximum Compensation for the performance of the Services within the Scope of Services described in Section 2 above is Fifty-Five Thousand and 00/100 Dollars (\$55,000.00). In no event shall the amount paid by County under this Agreement exceed the Maximum Compensation without a County approved change order. Engineer 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 of Fifty-Five Thousand and 00/100 Dollars (\$55,000.00) specifically allocated to fully discharge any and all liabilities County may incur under this Agreement. Engineer does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total Maximum Compensation that Engineer may become entitled to and the total maximum sum that County may become liable to pay to Engineer under this Agreement shall not under any conditions, circumstances, or interpretations thereof exceed Fifty-Five Thousand and 00/100 Dollars (\$55,000.00).

6. **Non-appropriation.** Engineer understands and agrees that in the event no funds or insufficient funds are appropriated by the County under this Agreement, County shall immediately notify Engineer in writing of such occurrence and the Agreement shall thereafter terminate and be null and void on the last day of the fiscal period for which appropriations were received or made without penalty, liability or expense to the County. In no event shall said termination of this Agreement or County's failure to appropriate said funds be deemed a breach or default of this Agreement or create a debt by County in any amount(s) in excess of those previously funded.

7. **Taxes.** County is a body corporate and politic under the laws of the state of Texas and as such, is exempt from sales and use taxes. County shall furnish evidence of its tax-exempt status upon written request by Engineer.

8. **Insurance.** Prior to commencement of the Services, Engineer 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. Engineer shall provide certified copies of insurance endorsements and/or policies if requested by County. Engineer 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. Engineer 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:
 - (a) Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - (b) 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.
 - (c) 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.
 - (d) 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.
 - (e) Professional Liability insurance with limits not less than \$1,000,000.

County and members of the Fort Bend County 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 Engineer shall contain a waiver of subrogation in favor of County.

If required coverage is written on a claims-made basis, Engineer 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.

Engineer 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 County.

No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to County.

Approval of the insurance by County shall not relieve or decrease the liability of the Engineer.

9. **Indemnity. TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, ENGINEER SHALL INDEMNIFY AND HOLD HARMLESS COUNTY, ITS OFFICIALS, OFFICERS, AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS, LIABILITY, AND COSTS, INCLUDING THE REIMBURSEMENT OF REASONABLE ATTORNEY FEES, ARISING OUT OF OR RESULTING FROM AN ACT OF NEGLIGENCE, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBENGINEER OR SUPPLIER COMMITTED BY ENGINEER OR ENGINEER'S AGENTS, EMPLOYEES, OR ANOTHER ENTITY OVER WHICH ENGINEER EXERCISES CONTROL. ENGINEER SHALL FURTHER PROCURE AND MAINTAIN GENERAL LIABILITY INSURANCE WITH COVERAGE AS PROVIDED IN SECTION 8 OF THIS AGREEMENT.**

10. **Public Information Act.** Engineer expressly acknowledges and agrees that County is a public entity and as such, is subject to the provisions of the Texas Public Information Act under Chapter 552 of the Texas Government Code. In no event shall County be liable to Engineer for release of information pursuant to Chapter 552 of the Texas Government Code or any other provision of law. Except to the extent required by law or as directed by the Texas Attorney General, County agrees to maintain the confidentiality of information provided by Engineer expressly marked as proprietary or confidential. County shall not be liable to Engineer for any disclosure of any proprietary or confidential information if such information is disclosed under Texas law or at the direction of the Texas Attorney General. Engineer further acknowledges and agrees that the terms and conditions of this Agreement are not proprietary or confidential information.

11. **Compliance with Laws.** Engineer shall comply with all federal, state, and local laws, statutes, ordinances, rules, regulations, and the 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. Engineer in providing all services hereunder, further agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
12. **Independent Contractor.** In the performance of work or services hereunder, Engineer 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 Engineer. Engineer 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.
13. **Use of Customer Name.** Engineer may use County’s name without County’s prior written consent only in Engineer’s customer lists. Any other use of County’s name by Engineer must have the prior written consent of County.
14. **County/County Data.** Nothing in this Agreement shall be construed to waive the requirements of Section 205.009 of the Texas Local Government Code.
15. **Personnel.** Engineer represents that it presently has, or is able to obtain adequate qualified personnel in its employment for the timely performance of the Services required under this Agreement and that Engineer shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Services when and as required and without delays.

All employees of Engineer shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Engineer or agent of Engineer who, in County’s opinion, is incompetent or by his conduct become detrimental to providing Services pursuant to this Agreement, shall, upon request of County, immediately be removed from association with the Services required under this Agreement.

When performing Services on–site at County’s facilities, Engineer shall comply with, and will require that all Engineer’s Personnel comply with, all applicable rules, regulations and known policies of County that are communicated to Engineer in writing, including security procedures concerning systems and data and remote access thereto, building security procedures, including the restriction of access by County to certain areas of its premises or systems for security reasons, and general health and safety practices and procedures.

16. **Confidential and Proprietary Information.** Engineer 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 Engineer 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 Engineer 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 Engineer) publicly known or is contained in a publicly available document; (b) is rightfully in Engineer'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 Engineer who can be shown to have had no access to the Confidential Information.

Engineer agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Engineer 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. Engineer 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, Engineer shall advise County immediately in the event Engineer 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 Engineer will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Engineer against any such person. Engineer agrees that, except as directed by County, Engineer 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, Engineer will promptly turn over to County all documents, papers, and other matter in Engineer's possession which embody Confidential Information.

Engineer 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. Engineer 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.

Engineer in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.

17. **Ownership and Reuse of Documents.** All work product and data produced or developed under this Agreement by Engineer, including any documents, data, notes, reports, research, graphic presentation materials, and any other related material, shall at all times be the property of County. County, at all times, shall have a right of access to such work product and information. Engineer shall promptly furnish all such work product and data to County on request. Notwithstanding the foregoing, Engineer shall bear no liability or responsibility for deliverables that have been modified post-delivery or used for a purpose other than that for which they were prepared under this Agreement.
18. **Inspection of Books and Records.** Engineer shall permit County, or any duly authorized agent of County, to inspect and examine the books, records, information, and documentation of Engineer which relate to the Services provided under this Agreement. County's right to inspect such books and records shall survive the termination of this Agreement for a period of four (4) years, or until any litigation concerning any of the Services has been satisfactorily resolved, whichever occurs later.
19. **Termination.** County may terminate this Agreement at any time, with or without cause, upon thirty (30) days written notice to Engineer. Upon termination of this Agreement by County, Engineer shall be paid in accordance with Section 4, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Engineer's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 4 above. No fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Engineer by County.
20. **Force Majeure.** Notwithstanding anything to the contrary contained herein, neither Party shall be liable to the other for any delay or inability to carry out its obligations under this Agreement if such delay or inability is the result of a Force Majeure Event. Within a reasonable time after the occurrence of such event, but no later than ten (10) calendar days after, the Party whose obligations are affected (the "Affected Party") thereby shall notify the other in writing stating the nature of the event and the anticipated duration. The Affected Party's obligations under this Agreement shall be suspended during the continuance of any delay or inability caused by the event, but for no longer period. The Affected Party shall further endeavor to remove or overcome such delay or inability as soon as is reasonably possible.

For purposes of this Agreement, a Force Majeure Event includes, but is not limited to: strikes or other labor disputes, severe weather disruptions, natural disasters, fire or other acts of God; riots, war, or other emergencies; action by a government agency; the discovery of any hazardous substance or differing and unforeseeable site conditions; and

any other inabilities of any Party, similar to those enumerated, which are not within the control of the Party claiming such inability, which such Party could not have avoided by the reasonable exercise of due diligence and care.

21. **Assignment.** Engineer may not assign this Agreement to another party without the prior written consent of County.
22. **Successors and Assigns Bound.** County and Engineer each bind themselves and their successors and assigns to the other Party and to the successors and assigns of such other Party, with respect to all covenants of this Agreement.
23. **Publicity.** Contact with citizens of Fort Bend County, media outlets, or other governmental agencies shall be the sole responsibility of County. Under no circumstances, whatsoever, shall Engineer release any material or information developed or received during the performance of Services hereunder unless Engineer obtains the express written approval of County or is required to do so by law.
24. **Notice.** Any and all notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, or personally delivered to the following addresses:

If to County: Fort Bend County Engineering
Attn: County Engineer
301 Jackson Street, 4th Floor
Richmond, Texas 77469

And Fort Bend County, Texas
Attention: County Judge
401 Jackson Street, 1st Floor
Richmond, Texas 77469

If to Engineer: Halff Associates, Inc.
14800 St. Mary's Lane
Suite 160
Houston, Texas 77079-2943

25. **Performance Representation.** Engineer represents to County that Engineer has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession ("Professionals") practicing in the greater Houston metropolitan area. Engineer shall provide the Services to County with the same professional skill and care ordinarily provided by such Professionals under the same or similar circumstances and professional license and as expeditiously as is prudent considering the ordinary professional skill and care of a competent Professional.


26. **Entire Agreement and Modification.** This Agreement constitutes the entire Agreement between the Parties and supersedes all previous agreements, written or oral, pertaining to the subject matter of this Agreement. Any amendment to this Agreement must be in writing and signed by each Party to come into full force and effect. **IT IS ACKNOWLEDGED BY ENGINEER THAT NO OFFICER, AGENT, EMPLOYEE, OR REPRESENTATIVE OF COUNTY HAS ANY AUTHORITY TO CHANGE THE TERMS OF THIS AGREEMENT OR ANY ATTACHED EXHIBITS HERETO UNLESS EXPRESSLY AUTHORIZED BY THE FORT BEND COUNTY COMMISSIONERS COURT.**
27. **Conflict.** In the event there is a conflict among the terms of this Agreement and the terms of Engineer’s Proposal attached hereto, the terms of this Agreement entitled “Agreement for Professional Engineering Services” shall prevail with regard to the conflict.
28. **Understanding Fair Construction.** By execution of this Agreement, the Parties acknowledge that they have read and understood each provision, term, and obligation contained herein. This Agreement, although drawn by one party, shall be construed fairly and reasonably and not more strictly against the drafting Party than the non-drafting Party.
29. **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
30. **No Waiver of Immunity.** Neither the execution of this Agreement nor any other conduct of either party relating to this Agreement shall be considered a waiver or surrender by County of its governmental powers or immunity under the Texas Constitution or the laws of the state of Texas.
31. **Applicable Law and Venue.** This Agreement shall be construed according to the laws of the state of Texas. Venue for any claim arising out of or relating to the subject matter of this Agreement shall lie in a court of competent jurisdiction of Fort Bend County, Texas.
32. **Certain State Law Requirements for Contracts** The contents of this Section are required by Texas law and are included by County regardless of content For purposes of Sections 2252.152, 2271.002, and 2274.002, Texas Government Code, as amended, Engineer hereby verifies that Engineer and any parent company, wholly owned subsidiary, majority-owned subsidiary, and affiliate:
- (a) Unless affirmatively declared by the United States government to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization, is not identified on a list

prepared and maintained by the Texas Comptroller of Public Accounts under Section 806.051, 807.051, or 2252.153 of the Texas Government Code.

- (b) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott Israel and is authorized to agree in such contracts not to boycott Israel during the term of such contracts. “Boycott Israel” has the meaning provided in § 808.001 of the Texas Government Code.
 - (c) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not boycott energy companies and is authorized to agree in such contracts not to boycott energy companies during the term of such contracts. “Boycott energy company” has the meaning provided in § 809.001 of the Texas Government Code.
 - (d) If employing ten (10) or more full-time employees and this Agreement has a value of \$100,000.00 or more, Engineer does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and is authorized to agree in such contracts not to discriminate against a firearm entity or firearm trade association during the term of such contracts. “Discriminate against a firearm entity or firearm trade association” has the meaning provided in § 2274.001(3) of the Texas Government Code. “Firearm entity” and “firearm trade association” have the meanings provided in § 2274.001(6) and (7) of the Texas Government Code.
33. **Human Trafficking.** BY ACCEPTANCE OF THIS AGREEMENT, ENGINEER ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS.
34. **Captions.** The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of the Agreement.
35. **Electronic and Digital Signatures.** The Parties to this Agreement agree that any electronic and/or digital signatures of the Parties included in this Agreement are intended to authenticate this writing and shall have the same force and effect as the use of manual signatures.
36. **Certification.** By his or her signature below, each signatory individual certifies that he or she is the properly authorized person or officer of the applicable Party hereto and has the requisite authority necessary to execute this Agreement on behalf of such Party, and each Party hereby certifies to the other that it has obtained the appropriate approvals or authorizations from its governing body as required by law.

IN WITNESS WHEREOF, and intending to be legally bound, County and Engineer hereto have executed this Agreement to be effective on the date signed by the last Party hereto.

FORT BEND COUNTY, TEXAS



KP George, County Judge

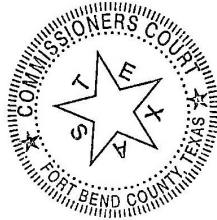
June 25, 2024

Date


ATTEST:



Laura Richard, County Clerk



APPROVED:



J. Stacy Slawinski, County Engineer

HALFF ASSOCIATES, INC.



Authorized Agent – Signature

Craig T. Maske, P.E., CFM

Authorized Agent- Printed Name

Director of Water Resources


Title

June 11, 2024

Date

AUDITOR'S CERTIFICATE

I hereby certify that funds in the amount of **\$ 55,000.00** are available to pay the obligation of Fort Bend County, Texas within the foregoing Agreement.



Robert Ed Sturdivant, County Auditor

I:\AGREEMENTS\2024 Agreements\Engineering\Halff Associates, Inc. (24-Eng-100544)\Halff Associates, Inc. - Agmt for Professional Eng. Services.docx DRP 05.17.24

EXHIBIT A

(Engineer's Proposal Follows Behind)



February 28, 2024

Mr. Stacy Slawinski, PE
County Engineer
Fort Bend County Engineering Department
301 Jackson Street
Richmond, Texas 77469

ATTN: Sean Eglinton, P.E., CFM, Assistant County Engineer – Permits and Construction

**RE: Request for Proposal
Fort Bend County Community Rating System Program Entry**

Dear Mr. Slawinski:

Halff Associates, Inc. (Halff) is pleased to present a proposed scope and fee associated with Fort Bend County's desire to enter FEMA's Community Rating System (CRS). To initiate participation in the CRS program, the County has requested a proposal from Halff to assess current County floodplain management practices and policies and assist in preparing the required application materials for the program. Listed below are the tasks affiliated with these services.

Project Description

Fort Bend County (County) is responsible for maintaining a floodplain management program to comply with minimum standards to participate in the National Flood Insurance Program (NFIP). The County is reviewing their existing program to find activities that could exceed the minimum requirements and therefore could become eligible to participate in the Community Rating System (CRS) program. The CRS program is a voluntary program that incentivizes communities to utilize floodplain management practices that exceed minimum requirements to improve overall floodplain management practices and reduce and/or avoid future flood damages to insurable properties. Participation in the CRS program may result in discounted flood insurance premium rates for members of the community.

Owner Provided Information

The following items will be provided by the County to Halff (if available):

1. List of Projects and Descriptions – The County will provide to Halff any relevant information, documents, data, maps, etc. related to stormwater management practices and policies.
2. Other Pertinent Data – The County will provide other available information or data required for the preparation of the CRS application and any required supporting documentation.

The following item was provided to Halff by the County in February 2024:

1. Preliminary CRS Quick Check Worksheet – The County provided Halff with a PDF document of the initial CRS questionnaire that will be utilized to support the CRS application effort.

Scope of Work

The Scope of Services is divided into four (4) major tasks: 1) Program Entry Analysis, 2) Program Training, 3) Application Assistance, and 4) Project Management and Coordination. Each task is described in detail below.

Program Entry Analysis

The CRS program is divided into 19 credited activities as outlined in the 2017 CRS Coordinators Manual and the 2021 Addendum. Halff will meet with County staff, as necessary, to determine how the existing County floodplain management program qualifies for credit under the following CRS series:

- 300 (Public Information Activities)
- 400 (Mapping and Regulations)
- 500 (Flood Damage Reduction Activities)
- 600 (Warning and Response)

Halff will assist the County in developing the necessary documentation needed to receive credit, including analysis of data, GIS processing, and creation of maps. The information will be compiled digitally, and an estimated point total will be determined. Halff will also identify activities in which the County could receive additional credit and determine the steps to obtain that credit to obtain the lowest possible CRS class possible 1) at the time of application, and 2) during future application periods, if additional activities are determined to be feasible with an acceptable amount of additional effort from the County.

The analysis of the current floodplain management program to determine if it meets the minimum requirements for entry into the CRS program include the following tasks:

- Assist with the collection and mapping of the necessary information for the application including floodplain area, repetitive loss properties, and flood insurance policies.
- Estimate the value of the flood policy premiums in unincorporated areas of the County to evaluate the cost of CRS implementation against the benefits.
- Determine how the various Municipal Utility Districts (MUDs) and Levee Improvement Districts (LIDs) within the County impact the County's CRS application and score.
- Review county documentation and support coordination with other departments in an effort to fill out and submit the following forms required by FEMA:
 - Quick Check Form (a preliminary copy of this document was provided by the County; effort would be spent by Halff to support finalizing the responses for submission)
 - CRS Community Certifications (found under Appendix E of the Coordinator's Manual)
 - NFIP Repetitive Loss Update Form
 - CRS Community Certifications for Environmental and Historic Preservation (found under Appendix F of the Coordinator's Manual)
- If portions of the County's programs do not meet the minimum CRS standards, suggestions for improvement will be identified.

Program Training

Halff will conduct one (1) training session for County staff to provide an overview of the CRS program, steps required to maintain CRS compliance including required reporting and documentation, and potential ways the County's program can continue to be improved upon to increase the County's CRS Class Rating.

Application Assistance

Halff will assist the County with compiling the necessary documentation to submit the CRS Community Request for a CRS Classification application to FEMA. This task shall include coordination with the Insurance Services Office, Inc. (ISO)/CRS Specialist on any additional items required. If an additional Community Assistance Visit (CAV) is required by FEMA, Halff will assist the County in preparing the documentation necessary for the visit.¹ When approval of the CRS application is received from FEMA, the ISO will set the Initial Verification Visit. Halff will assist the County in digitally submitting all required documentation prior to the visit on an as-needed basis under additional services.

Project Management

Halff will perform project management and coordination services throughout all phases of the project. Specific tasks include:

- Kickoff meeting with County Engineering staff to discuss current stormwater management practices, project objectives, and to review schedule and deliverables.
- Assist the County in preparing a Letter of Interest to request an initial FEMA assessment of the requirements necessary for application to the CRS program. This task will allow FEMA to begin the review of County compliance and determine whether a CAV is necessary for the CRS application.
- Up to three (3) meetings with County staff to discuss project progress, specific floodplain management practices and tools used by the County, potential point scoring based on current practices, and paths forward to reach desired levels of CRS scoring/rating. Meetings may be virtual or in-person.
- Progress reporting, schedule management, and invoicing for the project.

¹ Fort Bend County had a CAV meeting that concluded on July 13, 2022.

Additional Tasks – As Required

The following tasks are not included in this budget proposal; however they can be performed on an as-needed basis upon approval of additional scope/fee by the County.

Initial Verification Visit

When approval of the CRS application is received from FEMA, the ISO will set the Initial Verification Visit. Halff will assist the County in digitally submitting all required documentation prior to the visit. Halff will support the County during the visit to answer any questions about the submittal.

Verification Visit Follow-Up and Certification

Halff will assist the County in preparing any additional documentation outlined in the ISO 30 Day Letter provided to the community following the initial verification visit. Halff will work with the ISO technical reviewers on any outstanding items. Once all outstanding items have been submitted and scored, ISO will provide a Cycle Results letter documenting the results of the cycle visit. Halff will work with the County to verify the scoring sheets and resolve issues that impact the County's Classification.

Re-Certification Process

FEMA re-certifies the CRS programs on an annual basis. Every five years, a more detailed audit is performed. If Fort Bend County would like assistance preparing for these visits, Halff will work with the County to gather all necessary documentation and prepare for the audits and re-certification.

Annual CRS Review

Every year presents an opportunity to review the current CRS program and determine what the focus should be for the upcoming year. That includes evaluating program success, flood insurance policy coverage and available funding. From there, the County can determine which CRS programs they should focus on. Halff can support the County in making this determination on an annual basis. In addition, support can be provided to achieve the next rating goal that the County sets.

Deliverables

Halff will provide the following deliverables:

1. Completed CRS application document with supporting data (digital data and maps).
2. One (1) training session (either virtual or in-person) on CRS program and maintenance.

Exclusions

The following tasks are excluded from this scope of work:

1. Engineering design, environmental, or surveying services.
2. Specific stormwater management and/or mitigation project scopes, schedules, or budgets.
3. Public meetings, County Commissioner meetings, or other public outreach or stakeholder coordination beyond meetings specifically described in scope.
4. Long term program maintenance and/or updates.

Compensation

Halff Associates Inc. proposes to perform tasks listed in basic services above for a total lump sum not to exceed price of \$55,000. Invoices for professional services will be issued at least monthly and will be based on the estimated percentage complete of each task listed below.

TASK	FEE AMOUNT
Task 1. Program Entry Analysis	\$ 24,000
Task 2. Program Training	\$ 5,000
Task 3. Application Assistance	\$ 20,000
Task 4. Project Management	\$ 6,000
	TOTAL: \$ 55,000

Schedule

Halff proposes to complete the scope of work over a six- to twelve-month period. The Program Entry Analysis (Task 1) and completion of the initial application for submittal to FEMA will be completed within six months; it is then anticipated that an additional two months will be required to respond to FEMA comments and complete the application process.

This timeframe assumes timely coordination and delivery of County stormwater management program materials by County staff to Halff to facilitate program review services. It also assumes timely review of application materials by County staff and FEMA, upon submittal, and that no additional review will be performed by any other entity. Extensions to the Owner's or FEMA's review period may create delays in schedule and is considered out of the Engineer's control. Assuming additional information is not requested by FEMA and the ISO, this allows for an anticipated entry into the CRS program in April 2025.

We appreciate the opportunity to work with you on this important project. Please contact me by email at cmaske@halff.com if you have any questions or if you need additional information regarding this proposal.

Sincerely,



Craig Maske, PE, CFM, ENV SP
Director of Water Resources

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 2

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**

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Half Associates, Inc.
 Richardson, TX United States

Certificate Number:
 2024-1168423

Date Filed:
 05/30/2024

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 Engineering Department

Date Acknowledged:
 06/25/2024

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.
 24-Eng-100544
 Assess current County floodplain management practices and policies & assist in preparing the required Community Rating System application materials for entry into FEMA's program.

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Baker Daily, Jessica	Richardson, TX United States	X	
	Bertram, Shawn	Austin , TX United States	X	
	Cranston, Shaun	Austin, TX United States	X	
	Delgado, Jose	McAllen, TX United States	X	
	Engelhardt, Cindy	Austin, TX United States	X	
	French, Sherri	Frisco, TX United States	X	
	Hollis, Leigh	Frisco, TX United States	X	
	Ickert, Andrew	Fort Worth, TX United States	X	
	Jackson, Todd	Austin, TX United States	X	
	Miller, Steven	Austin, TX United States	X	
	Moya , Michael	Austin, TX United States	X	
	Murray , Menton	McAllen, TX United States	X	
	Pylant , Ben	Fort Worth , TX United States	X	
	Sagel, Joseph	Richardson, TX United States	X	

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

2 of 2

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:
 2024-1168423

Date Filed:
 05/30/2024

Date Acknowledged:
 06/25/2024

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 Half Associates, Inc.
 Richardson, TX 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 Engineering Department

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.
 24-Eng-100544
 Assess current County floodplain management practices and policies & assist in preparing the required Community Rating System application materials for entry into FEMA's program.

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)